

INDIAN LAKE . . . FIRST SECTION

Plat Book
24 page 380
Instr. 10210
Jan. 10, 1929
Recorded
March 13, 1929

This addition contains 96 lots numbered from 1 to 96 both inclusive and also parks and playgrounds lettered A, B, C, D, & E.

The undersigned owner hereby established front yard lines, as shown on this plat, the location of these lines on the different lots are shown in feet back from the property lines of the several streets between which lines and the property lines of the streets there shall be erected or maintained no buildings, nor structures other than open one story porches.

The right to enforce these provisions, by injunction, together with the right to cause the removal by process of law of any building erected in violation hereof is hereby dedicated to the public and is also reserved to the several owners of the several lots in this subdivision and their assigns.

The undersigned hereby dedicated to the public the street on this plat known as Indian Lake Boulevard.



CHICAGO TITLE

475
Affiant further says that he is indebted to the said Robert E. [unclear] and that the wife of said [unclear] survived him and departed this life in the year 1923.

Further affiant saith not.

Robert F. Hamilton

Subscribed and sworn to before me, the undersigned, a
Notary Public in and for said County and State, this 30th
November 1939.

J. [unclear]
Notary Public

My commission expires
November 30-1944

2.20
AUG 14 1940

475
INDIAN LAKE IMPROVEMENT ASSOCIATION
CERTIFIED COPY OF RESOLUTION

THIS IS TO CERTIFY that a special meeting of the members of Indian Lake Improvement Association was held at the office of the Association 1030 East 9th Street, Indianapolis, Indiana, on Monday, August 5, 1940, at 4:00 o'clock, P.M.; that notice of said meeting and the purpose thereof was given by United States mail, postage prepaid, to all members and owners of lots in Indian Lake, First, Second and Third Sections, at their last known addresses; that said meeting was attended by the owners of 189 lots in said Indian Lake, First, Second, and Third Sections; that at said meeting the following resolution was unanimously adopted by the affirmative vote of all members and owners of lots in Indian Lake, First, Second and Third Sections, who were present:

*RESOLVED, that the declaration of conditions and restrictions applicable to lots in Indian Lake Subdivisions, executed on May 16, 1923, by the Indian Lake Development Company and recorded in Miscellaneous Record 210, at page 218, in the office of the Recorder of Marion County, Indiana, be and it is hereby changed and modified in each of the following particulars:

1. That paragraph 2 thereof be amended by adding the following language thereto:

"No restrictions shall be created, placed or altered in this subdivision until the location thereof have been approved by the Board of Directors, or disapproved that is, until thirty days after such approval or disapproval of the Board of Directors shall have been made in writing or by the filing of a suit in the court of law or equity."

MISC
313

dwelling erected in the tract. Such septic tank shall be of type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in the tract.

"Until an approved public water supply is available in the tract, individual wells will be acceptable, providing the location of same and sufficiency and purity of water supply is approved by the Indiana State Board of Health, in writing.

"The approval of the Indiana State Board of Health regarding the above must contemplate the location of well and septic tank in relation to each other and must be based on the complete development of the tract with this type of water supply and sewage disposal."

3. That paragraph 19 thereof be amended to read as follows:

"19. Period Covered by Restrictions. All the covenants, stipulations, obligations, agreements, easements, reservations, rights, powers and charges herein contained, provided, shall continue until December 31, 1966, and no longer, but at the termination of said period by the affirmative vote of sixty-five per cent. (65%) of the lot owners new restrictions may be created as hereinafter provided, and the owners of the fee simple title to seventy-five per cent. (75%) or more of the lots in said subdivision or subdivisions may at any time release all or part of said lots, drives, parkways or other tracts or areas within said subdivision or subdivisions, from any or all of the same by executing and acknowledging an appropriate declaration in writing and filing same for record in the office of the Recorder of Marion County, Indiana, and any or all of said covenants, stipulations, obligations, agreements, easements, reservations, rights, powers and charges herein provided may be changed or modified or abandoned, and any or all of the land held by the Association may be sold by said Association upon the affirmative vote of not less than seventy-five per cent. (75%) of the memberships of said Association, and the proceeds of such sale may be used for the payment of debts and obligations of said Association, and any balance be distributed pro-rata, according to the assessed value, to the owners of lots in said subdivision or subdivisions. "The Board of Directors of said Association shall call a meeting of lot owners to be held between October 1st and December 31st, 1966, and give thirty (30) days' written notice thereof to each lot owner by United States mail, addressed to the last recorded address as herein provided. At said meeting each lot owner shall have the right to cast, in person or by proxy, one vote for each lot owned by him.

CHICAGO TITLE

At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and what restrictions and/or conditions, if any, shall thereafter attach to said lots and the use thereof and what rights and for what purposes, if any, said Association, shall have to assess lots and lot owners, but no restriction or condition upon lots or the use thereof and no right to assess lot owners shall be binding or effective, unless same shall receive the affirmative votes of the owners of not less than sixty-five per cent. (65%) of said lots, but if same shall receive the affirmative votes of the owners of not less than sixty-five per cent. (65%) of said lots, then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptance of deed or the assertion or exercise of rights of ownership shall constitute an affirmative acceptance of this provision, and an agreement to be bound by the action of the owners of sixty-five per cent. (65%) of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof."

BE IT FURTHER RESOLVED that the officers of this Association be and they are hereby authorized and empowered to execute, acknowledge, and file and record same in the office of the Recorder of Marion County, Indiana, and to take any and all other steps and procedure necessary to make binding and effective these amendments."

IN WITNESS WHEREOF, the undersigned Arthur E. Krueger, President, and Ira A. Minnick, Secretary, respectively, of Indian Lake Improvement Association have hereunto set their hands as officers and affixed the seal of said corporation this 6th day of August, 1940.



Ira A. Minnick
Secretary

Arthur E. Krueger
President

AUG 14 1940

ARTICLES OF VOLUNTARY DISSOLUTION OF DOMESTIC CORPORATION BY ACT OF THE CORPORATION

APPROVED AND FILED

Marquette, Ind.,

being duly sworn upon their oaths depose and say that:

- I. The name of this corporation is Marquette, Inc.,
- II. The place of its principal office is 2920 Central Avenue
Indianapolis
Indiana
- III. (a) The meeting of the shareholders of this corporation at which the dissolution was authorized was held July 15, 1940

(b) A copy of the notice of such meeting follows: (here insert)

CHICAGO TITLE

(c) A copy of said notice was delivered personally by Arthur E. Krueger, President to each shareholder entitled to vote at such meeting at such address as appears upon the records of the corporation as of July 11, 1940 being at least ten days before the date of the meeting.

(d) A copy of the resolution of the shareholders authorizing the dissolution of this corporation follows: (here insert)

RESOLVED, the purposes and aims for which Marquette, Inc., was organized, having been defeated due primarily to the economic situation.

BE IT FURTHER RESOLVED, that this meeting of the directors and stockholders authorize the President and the Secretary-Treasurer to take such action as is necessary under the laws of the state of Indiana to complete the dissolution of said corporation, and

BE IT FURTHER RESOLVED, that a copy of this resolution be published in a newspaper of general circulation in Marion County, Indiana, and that all other provisions in the articles of incorporation and the by-laws of said corporation in respect thereof are re-

adopted follows: (at least two-thirds of the outstanding shares authorized to vote in respect thereof are required for dissolution) Number of shares entitled to vote 2,000 Number of shares voting in the affirmative 1900 Number of shares voting in the negative None

CERTIFIED COPY OF...

THIS IS TO CERTIFY, that a special meeting

members of Indian Lake Improvement Association

the office of the Association, 1030 East 9th Street

Indianapolis, Indiana, on Friday, December 27, 1901

4:00 o'clock, in the afternoon; that notice of said meeting

and the purpose thereof was given by United States mail

postage prepaid, to all members and owners of lots in

Indian Lake First, Second and Third Sections, at their last

known addresses, more than ten days before said meeting;

that said meeting was attended by the owners of 186 lots

in said Indian Lake First, Second and Third Sections; that

at said meeting the following resolution was unanimously

adopted by the affirmative vote of all members and owners

of lots in Indian Lake First, Second and Third Section

who were present:

CHICAGO TITLE

RESOLVED, that the Declaration of Conditions and Restrictions applicable to Lots in Indian Lake Subdivisions executed on May 16, 1929, by the Indian Lake Development Company and recorded in Miscellaneous Record 210, at page 218, in the office of the Recorder of Marion County, Indiana, be and they are hereby changed and modified by amending paragraph 19 thereof to read as follows:

19. PERIOD COVERED BY RESTRICTIONS. All the covenants, stipulations, obligations, agreements, easements, reservations, rights, powers and charges herein contained or provided, except the provisions for assessments and liens in the by-laws referred to in Paragraph 5 (e), (f), (g) and (h) above shall continue until December 31, 1961, and no longer. The provisions in the by-laws with reference to assessments and liens referred to in Paragraphs 5 (e), (f), (g) and (h) above, until December 31, 1961, may be changed or modified or abandoned by the affirmative vote of the owners of the fee simple title to seventy-five per cent (75%) or more of the lots in said subdivision or subdivisions, provided however, that prior to December 31, 1961, no amendment shall be made which will result in the cancellation or termination of the...

affirmative vote of seventy-five per cent...

The Board of Directors shall call a meeting of lot owners on the 1st day of October 1st and December 31st, 1921, and on the thirty (30) days' written notice thereof to each lot owner by United States mail, addressed to the last recorded address as herein provided. At said meeting each lot owner shall have the right to cast, in person or by proxy, one vote for each lot owned by him. At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition of use shall thereafter be made of the property of said Association and what restrictions and/or conditions, if any, shall thereafter attach to said lots and the use thereof and what rights and for what purposes, if any, said Association shall have to assess lots and lot owners, but no restriction or condition upon lots or the use thereof and no right to assess lot owners shall be binding or effective, unless same shall receive the affirmative votes of the owners of not less than sixty-five (65%) per cent of said lots, but if same shall receive the affirmative votes of the owners of not less than sixty-

five (65%) per cent of said lots, then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptance of deed or the assertion or exercise of rights of ownership shall constitute an affirmative acceptance of this provision, and an agreement to be bound by the action of the owners of sixty-five (65%) per cent of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof."

and

BE IT FURTHER RESOLVED, that By-Law X be amended to read as follows:

"The Board of Directors shall assess and collect from the members of the Association the amount of money fixed in the budget as aforesaid, with the following provision with respect to making and collecting said assessments: Assessments shall be levied uniformly on all lots owned by members of this Association in proportion to the valuation of each lot as assessed at the last assessment date by the public assessing authority. On or about the 1st day of February of each year, the Secretary shall give notice to each member of the amount of the assessment against his lot or lots, and each member shall pay the same within sixty (60) days after said 1st of February or be in default. All assessments shall be a prior lien on the lots with respect to which said assessments are made in favor of said Association, subject and subordinate only to taxes, municipal liens, and to the lien of any bona fide mortgage upon any lot, and at the option of the Association assessments may be foreclosed in any court of competent jurisdiction by the Association as plaintiff for the amount of the assessment with interest, attorneys' fees and costs. Any judgment obtained shall be without relief from valuation or appraisal laws. Each owner of any of said lots from the time of obtaining title thereto shall be held to have covenanted personally to pay to the Association all said assessments and charges and assessments provided for herein which were assessed against the time he obtained title and all such charges and assessments thereafter made or falling due during his ownership thereof. Upon the demand a certificate shall be issued to the member of the Association that he has paid

...the right and power in its own name to make and levy assessments and charges and levy assessments on all lots, legal or equitable, which may, in the opinion of the Association, be necessary or advisable for the purpose of such charges and assessments.

and

BE IT FURTHER RESOLVED that the second paragraph of By-Law XIII be amended to read as follows:

"As soon as the cost of the reconstruction of the dam, or the restoration of the dam to its original level, shall be ascertained, the Association shall enter into a contract with the lowest responsible bidder and notice shall be given to each lot owner setting forth the amount of the assessment to be paid by him, which assessment shall be in proportion to the assessed value of his lot or lots in the manner hereinbefore provided, and said assessment shall forthwith become due and payments shall be made within sixty (60) days after notification of the amount of said assessment. In the event of non-payment of same, said assessment shall become a lien on the property of the defaulting owner in the same manner as charges for maintenance fund, and as provided for above, and shall be subject to foreclosure by said Association in the same manner as herein provided with respect to maintenance charges."

and

BE IT FURTHER RESOLVED that By-Law XV be amended to read as follows:

"Until December 31, 1961, these by-laws, except by-laws numbered X, XI, XII and XIII with reference to assessments and liens may be amended only by the affirmative vote of the owners of all the lots in said subdivision or subdivisions; and that said by-laws numbered X, XI, XII and XIII may be amended only by the affirmative vote of the owners of not less than seventy-five per cent (75%) of all the lots in said subdivision or subdivisions, provided however, that prior to December 31, 1961, no amend-

CHICAGO TITLE

ment shall be made which will permit liens senior, superior or areas of the lien of any bona fide mortgage upon any lot."

and

BE IT FURTHER RESOLVED that By-Law XVI be amended to provide that the meeting of members provided for therein shall be held between October 1 and December 31, 1961, instead of 1958, as originally provided.

IN WITNESS WHEREOF, the undersigned Arthur E. Krick,

President, and Ira A. Minnick, Secretary of Indian Lake

Improvement Association, have hereunto set their hands as

such officers and affixed the seal of said corporation this

7 day of January, 1941.

Arthur E. Krick

President.



Ira A. Minnick
Secretary.

RECORDED AT 9150
MARION COUNTY, ILLINOIS

JAN 8 1941

DECLARATION OF CONDITIONS AND RESTRICTIONS
APPLICABLE TO LOTS IN INDIAN LAKE, SECTIONS
ONE, TWO AND THREE.

THIS INSTRUMENT, executed this 16 day of May, 1929, by
Indian Lake Development Company, a corporation of Marion County,
Indiana, WITNESSETH:

WHEREAS, said corporation is the owner of certain real es-
tate in Lawrence Township, Marion County, Indiana, which said real
estate has been platted and subdivided by three separate plats and
subdivisions into 197 lots numbered 1 to 197, both inclusive, and
11 blocks lettered A to K, both inclusive, together with trails,
drives, playgrounds, parks, parkways, beaches and lake, known as
Indian Lake, an artificial body of water created by damming Indian
Creek, which said plats and subdivisions are known respectively
as "Indian Lake First Section", "Indian Lake Second Section", and
"Indian Lake Third Section", and recorded in the office of the Rec-
order of Marion County, Indiana, as follows:

"Indian Lake First Section" in Plat Book 24, beginning
at page 380;

"Indian Lake Second Section" in Plat Book 24, beginning
at page 385;

"Indian Lake Third Section" in Plat Book 24, beginning
at page 418, and

WHEREAS, said corporation contemplates replatting and resub-
dividing into additional lots said Block J in said "Indian Lake
Third Section", with such parks, beaches, drives, trails, etc., as
may at the time seem proper and expedient, and

WHEREAS, it is the desire and purpose of said corporation to
make said real estate platted as aforesaid, except Block F in the
plat of said Third Section, a self-regulated residential district
and zone;

CHICAGO TITLE

NOW, THEREFORE, in furtherance of the desire and purpose
aforesaid, and in consideration of the benefits to accrue to said
corporation and future owners of lots in said "Indian Lake First
Section", "Indian Lake Second Section", and "Indian Lake Third Sec-
tion", and any subdivision of said Block J in said "Indian Lake
Third Section", when and if resubdivided and replatted, the under-
signed hereby declares that each of said lots and all of said real
estate now or hereafter platted as aforesaid, except Block F in
"Indian Lake Third Section", shall be owned and held, subject to
the following covenants, conditions, restrictions, easements, rights,
stipulations and agreements, each and all of which shall constitute
an essential part of the consideration for future conveyances of
any or all of said lots, and each and all of which shall always be

held and considered as, and have the force and effect of, covenants running with the land, respectively against and in favor of each and all persons who shall from time to time respectively be the owners of the several lots above referred to, but said covenants shall not be considered as working forfeiture of title or reversion, and the obligation of said covenants shall be binding on each owner of a lot only while he is owner thereof, and not perpetually, but each successive owner of a lot by his act of taking title thereto, or exercising ownership thereof, shall thereby assent to all of said conditions, restrictions, easements, rights, covenants, stipulations and agreements, and shall thereby assume and agree to abide by and perform every positive and negative obligation thereof so long as the same shall be in force and effect, to-wit:

1. The undersigned corporation shall procure to be presently incorporated under the laws of the State of Indiana, a corporation, not organized for profit, to be named "Indian Lake Improvement Association" (hereinafter designated as the Association) for the purpose of co-operating and assisting the several owners of said platted lots in carrying out the general plan of making said real estate above described a self-regulated residential district and zone, and for the further purpose of taking, owning and holding the lake, dam, parkways, drives, trails, playgrounds, parks and beaches shown and indicated upon the plats of said "Indian Lake First Section", "Indian Lake Second Section", "Indian Lake Third Section", and any replat of said Block J in said "Indian Lake Third Section" for the use in common of the several owners of the lots above re-

The undersigned corporation shall procure to be presently incorporated under the laws of the State of Indiana, a corporation, not organized for profit, to be named "Indian Lake Improvement Association" (hereinafter designated as the Association) for the purpose of co-operating and assisting the several owners of said platted lots in carrying out the general plan of making said real estate above described a self-regulated residential district and zone, and for the further purpose of taking, owning and holding the lake, dam, parkways, drives, trails, playgrounds, parks and beaches shown and indicated upon the plats of said "Indian Lake First Section", "Indian Lake Second Section", "Indian Lake Third Section", and any replat of said Block J in said "Indian Lake Third Section" for the use in common of the several owners of the lots above re-

2. The undersigned corporation hereby binds itself to convey to the Association, when the same shall be incorporated and organized, all the real estate shown and indicated upon said plats as playgrounds, drives, parkways, parks, parkways, and beaches, and, when and if said Block J in said "Indian Lake Third Section", or any part thereof, is re-platted, to convey to said Association all parts of said Block J, or any part thereof, which said real estate shall be used for the common use and benefit of said lot owners, who shall be bound to perform the covenants and obligations herein prescribed and to pay all assessments herein provided, their families, friends and employees, but in such manner only and to the end that same shall not be used hereafter expressly provided and reserved, and except as heretofore by said plats been dedicated to the public.

3. Save only as a way of necessity to his lot, the owner of any lot who shall have failed to carry out and perform the covenants and obligations herein prescribed, or shall have failed to pay any assessment herein provided, or shall have failed to comply with the by-laws of said Association, shall be debarred from any use by himself, his family, friends and employees of all property owned by said Association devoted to a common use herein provided.

4. Each deed to a lot executed by the Indian Lake Development Company shall contain the address of the purchaser of said lot, to which address all notices of any kind required to be sent by said Association to members or owners of lots shall be sent by United States mail, and such notice, when mailed, shall be notice to any subsequent owner or owners of said lot, until and unless such subsequent owner shall file with said Association a change of address, and thereafter all notices shall be sent by United States mail to the latest address so filed with said Association.

5. The undersigned corporation shall procure to be initially provided in and by the articles of association thereof, or its by-laws, that said Association shall have, among others, the following powers:

(a) To make reasonable rules and regulations for the use of community property by lot owners;

(b) To accept title and ownership of the lake, dam, piers, ways, drives, trails, playgrounds, parks and beaches in said subdivisions, and in any replat of Block J in said "Indian Lake Third Section", and to co-operate with and assist the several owners of the lots shown and indicated upon said replat in carrying out the general plan of making said subdivisions a self-regulated residential district and some and to hold, manage, and maintain said property not only for its own corporate purposes, but also for the common use and benefit of the lot owners in said subdivisions, their families and friends and employees, but in such manner only and to the end that the same shall not be, and shall never become, public or subject to public use;

(c) To provide that the Association shall have the power to authorize and make contracts for the installation, maintenance and operation of service utilities;

(d) To provide for an annual budget of expenditures to be prepared by the directors and submitted to the lot owners which shall include provision for the maintenance, strengthening and repair of the lake dam; clearing and purifying the waters of the lake; improving and maintaining roadways, piers, ways, drives, trails, playgrounds, beaches and other property of the Association; for improving, installing and maintaining surface drainage; for the planting of trees and shrubbery upon community property; for the cutting of weeds and grass upon community property; for policing, prohibiting nuisances, removing, through its own or contractual agencies, all garbage ashes and solid or liquid refuse from the lots of members in said district or zone and from community property, for constructing, purchasing, maintaining and operating any community service; for the payment of salaries or per diems to any person or persons employed by said Association to keep its records or administer its funds; for the acquisition of additional property for the common use for preserving order and doing all other things necessary or advisable to keep community property neat and in good repair; for the enforcement of building restrictions and the observance, stipulations, obligations, covenants, easements, reservations, rights, powers and charges hereby provided for, or provided for in the declaration of conditions and restrictions executed by Indian Lake Development Company on the 1st day of May, 1929, and recorded in Land Records at page _____ in the office of the Recorder of Madison County, Indiana, for the payment of taxes, municipal assessments and all other governmental charges that may at any time be laid or levied upon or against the property of said Association or said Association itself; and for any and all other purposes deemed necessary or appropriate to protect and promote the general welfare of said community;

(e) To provide that the Board of Directors shall assess and collect from the members of the Association the amount of money fixed in the budget as aforesaid, with the following provision with respect to making and collecting said assessments: Assessments shall be levied uniformly on all lots owned by members of this Association in proportion to the

CHICAGO TITLE

valuation of each lot as assessed at the last assessment date by the public assessing authority. On or about the 1st day of February of each year, the Secretary shall give notice to each member of the amount of the assessment against his lot or lots, and each member shall pay the same within sixty (60) days after said 1st of February or be in default. All assessments shall be a prior lien on the lots with respect to which said assessments are made in favor of said Association, subject only to taxes and municipal liens, and at the option of the Association assessments may be foreclosed in any court of competent jurisdiction by the Association as plaintiff for the amount of the assessment with interest, attorneys' fees and costs. Any judgment obtained shall be without relief from valuation or appraisal laws. Each owner of any of said lots from the time of obtaining title thereto shall be held to have covenanted personally to pay to the Association all maintenance fund charges and assessments provided for herein which were due and unpaid at the time he obtained title and all such charges and assessments thereafter made or falling due during his ownership thereof. Upon demand a certificate shall be issued by the Treasurer of the Association showing the amount of any charges and assessments against any lot, which certificate shall be binding upon the Association, and each member by accepting title to any lot or lots and by accepting membership in the Association shall be held to have vested the Association with the right and power in its own name to fix charges and levy assessments and to prosecute all suits, legal or equitable or otherwise which may, in the opinion of the Association, be necessary or advisable for the collection of such charges and assess-

or advisable for the collection of such charges and assessments;

(f) To provide that all assessments shall be paid to the Treasurer of the Association and disbursed by him upon the order of the Board of Directors for the purposes above named;

(g) To provide that if the owner or owners of any lot or lots shall fail to cut the grass or weeds on any premises owned by them on or before June 15th of each year, then the Board of Directors shall have the right at any time, after June 15th of each year, without notice and without being a trespasser to enter upon any lot or lots, without reference to the ownership thereof, and cut weeds and grass and levy an assessment against the owner or owners for the cost thereof, which said assessment shall be in addition to the regular assessments for the maintenance fund, and if not paid within thirty (30) days after notice of said work being done, shall be and become a lien on the respective lot or lots in the same manner and subject to the same rights of foreclosure as provided with reference to assessments and charges for said maintenance fund;

(h) To provide that in the event of the total or partial destruction of the lake dam, or the permanent lowering of the water level of the lake due to any cause whatever, the Association shall hold a special meeting of members, i. e., lot owners, within sixty (60) days thereafter, giving ten (10) days notice to all members of the time and place of said meet-

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ing and unless more than seventy-five per cent (75%) of the votes cast by those present in person or by proxy at said meeting are in opposition to the reconstruction or repair of said dam, or the taking of appropriate steps to restore the waters of said lake, said Association shall proceed immediately with the rebuilding of said dam, or in such other manner as may be required in order to restore the water level of said lake, and for the purpose of this provision the presence of the members owning twenty per cent (20%) of all the lots shall constitute a quorum. The vote shall be upon the single question of whether the dam shall be restored or reconstructed, or measures taken to restore the water level. Upon an affirmative vote being cast, all questions as to the method of reconstruction of the dam, or the restoration of the water level, shall be determined by the Board of Directors of said Association.

As soon as the cost of the reconstruction of the dam, or the restoration of the water level, shall be ascertained, the Association shall enter into a contract with the lowest responsible bidder and notice shall be given to each lot owner, setting forth the amount of the assessment to be paid by him, which assessment shall be in proportion to the assessed value of his lot or lots in the manner hereinbefore provided, and said assessment shall forthwith become due and payments shall be made within sixty (60) days after notification of the amount of said assessment. In the event of non-payment of same, said assessment shall become a lien on the property of the defaulting owner in the same manner as charges for maintenance fund, and shall be subject to foreclosure by said Association in the same manner as herein provided with respect to maintenance charges.

If at any time said lake dam falls into disrepair or is destroyed, or for any reason the waters of said lake cannot be properly maintained, or the vote of the membership of said Association shall be cast in opposition to the repair or reconstruction of said dam, or the taking of steps necessary to maintaining the lake, then the Association shall convert said lake bottom into a park to be used for general park purposes by all owners of lots, and assess and collect the cost thereof against said lots in the manner hereinbefore provided, unless by the affirmative vote of seventy-five per cent (75%) of the members a different disposition thereof shall be directed;

(i) To provide that any or all the land held by the Association may be sold by said Association upon the affirmative vote of not less than seventy-five per cent (75%) of the membership of said Association (i. e., the owners of not less than seventy-five per cent (75%) of the lots in said subdivision or subdivisions), and the proceeds of such sale may be used for the payments of debts and obligations of the Association and any balance shall be distributed pro-rata according to the assessed value to the owners of lots of said subdivision or subdivisions;

(j) To provide that on the 31st day of December 31, 1958, there

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by-law may be amended only by the affirmative vote of the owners of not less than seventy-five per cent (75%) of the lots in said subdivision or subdivisions;

(k) To provide that the Board of Directors of said Association shall call a meeting of the members of said Association to be held between October 1 and December 31, 1958, and give thirty (30) days written notice thereof to each lot owner by United States mail, addressed to the last recorded address as provided in the declaration of conditions and restrictions executed on May 16, 1958, by the Indian Lake Development Company and recorded in Land Record 210, at page _____, in the office of the Recorder of Marion County, Indiana. At said meeting each lot owner shall have the right to cast, in person or by proxy, one vote for each lot owned by him. At said meeting it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and what restrictions and/or conditions, if any, shall thereafter attach to said lots and the use thereof and what rights and for what purposes, if any, said Association shall have to assess lots and lot owners, but no restriction or condition upon lots or the use thereof and no right to assess lot owners shall be binding or effective, unless same shall receive the affirmative votes of the owners of not less than sixty-five per cent (65%) of said lots, but if same shall receive the affirmative votes of the owners of not less than sixty-five per cent (65%) of said lots, then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptance of deed or the assertion or exercise of rights of ownership shall constitute an affirmative acceptance of this provision, and agreement to be bound by the action of the owners of sixty-five per cent (65%) of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

6. USES OF LAKE. All owners of lots shall have the right and privilege to use said lake for fishing, boating, aquatic and ice sports at their own risk. Neither the undersigned, the Association, nor any lot owner shall be personally liable for any injury to person or property resulting from the use of said lake, or any of the community property herein referred to. No person shall have the right to land upon the private property of any lot owner, except by his permission or invitation.

7. PROVISIONS RELATING TO ASSOCIATION PROPERTY. Any and all owners of lots, who shall carry out and perform the covenants and obligations herein prescribed and pay the assessments herein provided, the members of their families and personal private guests, shall have and are hereby given and granted free access to and the use of all areas designated as trails, drives, playgrounds, parks, parkways, and beaches upon the lake hereinbefore referred to, and the right and privilege to enter upon or into and leave the waters

CHICAGO TITLE

of said lake along the sides of said parkways, trails, and beaches, and the owners, not abutting on said lake, shall with the permission and approval of the Association, have the right, separately or in conjunction with other owners of said lots, to build suitable piers, landings, racks, docks, or boathouses upon the shores of said lake, and to use said lake and to enter upon or make use of in any manner whatsoever, subject to the limits herein set out, of any property of the Association shall be deemed an easement appurtenant respectively to each lot.

8. LANDINGS, DOCKS AND BOATHOUSES. The owners of property abutting on any side or sides by said lakeshore water edge shall have the right to extend piers, landing docks, boathouses, and other similar structures into said lake to a point not more than twenty-five (25) feet from the lakeshore line, but no person shall build any landing pier, dock, boathouse or any other structure running or extending more than twenty-five (25) feet from the shore line of said lake, as determined by the low level, and no posts, stakes or piling of any character shall be permitted to float thereon unless the same be securely and permanently attached to the shore thereof, and no wires, ropes, fences or other obstructions of any kind shall be run over the waters of said lake by any lot owner beyond said distance of twenty-five (25) feet. No hunting or shooting on or over

lands of twenty-five (25) feet. No hunting or shooting on or over said lake shall be permitted.

No boathouse shall be built on the shores of said lake or be permitted to float upon the surface thereof, unless the same be of sound and substantial construction and painted, and be firmly attached to and connected with the land owned by the builder thereof, and no boathouse or similar structure shall be designed or used for sleeping or other housing purposes, but the same shall be for the storage of boats only. The Association shall have the right to supervise the construction and maintenance of all structures built, in whole or in part, upon or over said lake or land belonging to said Association.

9. PRIVATE RESIDENCE RESTRICTIONS. All of said lots shall be used for private residence and incidental gardening purposes only, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, each dwelling being designed and directed for occupation by a single private family, together with appropriate garden houses and private garages for the sole use of the respective owners or occupants of said lots and on which said dwellings, garden houses and garages are erected. Only one dwelling shall be built upon each of said lots. No hotel, boarding house, rooming house, double house, apartment house, flat, mercantile building, factory, sanitarium, eating establishment, or place of any sort for the serving of refreshments to the public, public garage, dance hall, stable, poultry yard, cess pool, privy or privy vault, or deposit of any character for liquid waste, except septic tanks and dry wells connected therewith, and no other structure of any kind, except private residence buildings, private garages as aforesaid, shall be erected in or on any lot or upon any of said lots, and in the event any billboard or sign is erected or erected, in violation hereof, said Association, or

the undersigned, or its successors or assigns, or any of them, shall have the right to remove same.

10. PRICE AND AREA RESTRICTIONS. Only one single family dwelling house, costing not less than thirty-seven hundred and fifty Dollars (\$3750.00) and having a floor area, exclusive of basement, porches and attic, of not less than six hundred (600) square feet, shall be built or erected on any lot. Every house or structure erected in said subdivision or subdivisions, or upon any lot thereof, shall be completely finished on the outside and all wood surfaces, except roofs, shall be painted at least two coats of paint promptly upon completion.

11. BUILDING LINE RESTRICTIONS. No building whatever, or part thereof, of any character, shall be erected or permitted to extend between any street line and the adjacent front yard line shown on the plat or plats of said subdivision or subdivisions and indicated thereon by dotted line, and no building, or part thereof, except boat-houses, docks, piers, landings, diving platforms or other similar structures, shall be erected or permitted to extend within thirty (30) feet of the line marked on said plat or plats as "water's edge". No building, or part thereof, other than open porches, shall extend within six (6) feet of any line on any lot, which line separates said lot from the street or property of the Association, except detached garages, which may be separated from residences by not less than ten (10) feet, and except that in any case where the same person owns two adjoining lots, such owner may build a residence across the dividing line between said lots or to coincide with or be nearer than six (6) feet to such dividing line, but in no case shall any residence be erected nearer than twelve (12) feet to any other residence.

12. RACIAL RESTRICTIONS. The ownership and occupancy of lots and buildings in said subdivision or subdivisions are forever restricted to members of the white race. No negro, mulatto, Chinese, Japanese, or person of any race or mixture of races, except members of the white race shall acquire title to any lot or building, or part of any lot or building in said subdivision or subdivisions, or acquire the right to occupy any such lot or building, or part of lot or building, as owner, agent, roomer, or otherwise, except that a white tenant or owner of any lot or lots with residence building thereon may permit his domestic servant or servants, not of the white race, to occupy a room or rooms in said residence building or his garage building appurtenant thereto during the time of such domestic service. If any person, not of the white race, shall occupy, or attempt to occupy, any lot or building, or any part of any lot or building, in said subdivision or subdivisions, as owner, tenant, roomer, or otherwise, except as domestic servant of a white owner or a white tenant of a residence building thereon, such occupant shall be enjoined by any court of competent jurisdiction at the suit of said Association, or any owner or owners of any lot in said subdivision or subdivisions.

13. DISPOSAL OF SEWAGE, GARBAGE AND REFUSE. No garbage, sewage, ashes, rubbish, waste matter, bottles, cans, or refuse of any kind shall be deposited or allowed to accumulate upon any lot or tract of ground within said subdivision or subdivisions, or be dumped or emptied or thrown into the waters of Indian Lake, or upon any of the premises owned or controlled by said Association. No

lot owner shall discharge any slope, effluent, sanitary or other liquid waste or drainage from or upon any lot in said subdivision or subdivisions, except through septic tanks, or other sanitary devices of equal effectiveness, and then not above or below the surface of any lot onto or into any other lot or community property, or into the surface drainage system of said subdivision or subdivisions; or into the waters of said lake. No lot owner shall in any manner pollute or discolor or empty any foul or odorous substance or liquid into said lake, or into any sources or streams flowing into said lake, but the said Association shall have the right, whenever it shall deem it necessary, to take reasonable proper steps to clear and purify the water of said lake by the application of chemicals or substances commonly used for that purpose.

14. SEPTIC TANKS. Before the owner of any lot shall install a septic tank or other device of similar character, the design and plan for the location thereof shall be approved by said Association. Said Association shall have the right to locate one or more septic tanks or similar devices upon any ground owned by said Association provided the same shall be for community purposes.

15. WATER FROM LAKE. No water shall be drained, pumped, drawn from the lake by any one or more lot owners, except by and with the consent of the Board of Directors of said Association as determined by the minutes of said Board.

16. WATER SOURCES. No lot owner shall by any act diminish the volume of the normal flow of any spring or stream which naturally feeds or flows into the lake.

17. DAM. The dam shall be under the exclusive control of the Board of Directors of said Association, and no person shall upon the lands or upon the tract shown and indicated as Block 3 upon the plat of "Indian Lake Third Section", except as may hereafter be permitted by rules adopted by the Board of Directors of said Association. No lot owner or owners shall commit any act which shall be calculated to, or the result of which shall be, to weaken or impair the strength or permanency of the dam by which the waters of the lake are contained, or which may result in changing the level of the waters of the lake as established by the height of the spillway at the date of the execution of this instrument.

18. ENFORCEMENT OF RESTRICTIVE PROVISIONS. All restrictive provisions hereof, affecting the use and enjoyment of said lake or any lot or parcel of land within said subdivisions, shall run in favor of all of the other owners of lots or other parcels of land within any of said subdivisions, jointly and severally, and in favor of said Association, and may be enforced by them, or either of them, in any court of competent jurisdiction by injunction or other appropriate remedy, and in event of any resort to court proceedings for the enforcement of said restrictions, or any of them, the party plaintiff shall be entitled to reasonable attorneys' fees against any party or parties alleged to have violated any of said restrictions. The owner of any lot or other parcel of land within said subdivisions shall have the right to enforce said restrictions without proof of pecuniary damage to his property.

19. PERIOD COVERED BY RESTRICTIONS. All the covenants, stipulations, obligations, agreements, easements, reservations,

rights, powers and charges herein contained or provided shall continue for a period of thirty (30) years from January 1, 1929, and no longer, but at the termination of said thirty (30) years by the affirmative vote of sixty-five per cent (65%) of the lot owners new restrictions may be created as hereinafter provided, and the owners of the fee simple title to seventy-five per cent (75%) or more of the lots in said subdivision or subdivisions may at any time release all or part of said lots, drives, parkways or other tracts or areas within said subdivision or subdivisions, from any or all of the same by executing and acknowledging an appropriate declaration in writing and filing same for record in the office of the Recorder of Marion County, Indiana, and any or all of said covenants, stipulations, obligations, agreements, easements, reservations, rights, powers and charges herein provided may be changed, modified or abandoned, and any or all of the land held by the Association may be sold by said Association upon the affirmative vote of not less than seventy-five per cent (75%) of the memberships of said Association, and the proceeds of such sale may be used for the payment of debts and obligations of said Association, and any balance be distributed pro-rata, according to the assessed value, to the owners of lots in said subdivision or subdivisions.

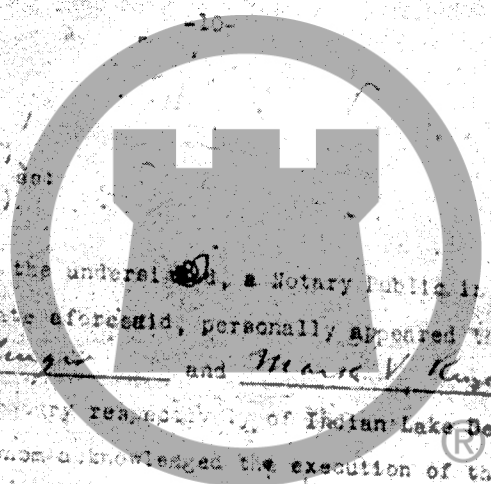
The Board of Directors of said Association shall call a meeting of lot owners to be held between October 1st and December 31st, 1928, and give thirty (30) days' written notice thereof to each lot owner by United States mail, addressed to the last recorded address as herein provided. At said meeting each lot owner shall have the right to cast in person or by proxy one vote for each lot owned by him. At said meeting

by him. At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and what restrictions and/or conditions, if any, shall thereafter attach to said lots and the use thereof and what rights and for what purposes, if any, said Association shall have to assess lots and lot owners, but no restriction or condition upon lots or the use thereof and no right to assess lot owners shall be binding or effective unless same shall receive the affirmative votes of the owners of not less than sixty-five per cent (65%) of said lots, but if same shall receive the affirmative votes of the owners of not less than sixty-five per cent (65%) of said lots, then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptance of deed or the assertion or exercise of rights of ownership shall constitute an affirmative acceptance of this provision, and an agreement to be bound by the action of the owners of sixty-five per cent (65%) of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

IN WITNESS WHEREOF, the said Indian Lake Development Company, by action of its Board of Directors, has caused this indenture to be signed by its President and Secretary and its corporate seal affixed this 16 day of May, 1929.

ATTEST:
Mark V. Ruchart
 Secretary

INDIAN LAKE DEVELOPMENT COMPANY
 By *H. A. Blinger*
 President



STATE OF INDIANA)
 COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared this day Robert H. Blinger and Mark V. Ruchart

Officers and Secretary respectively of Indian Lake Development Company, each of whom acknowledged the execution of the above declaration as the authorized act of said corporation, and said Mark V. Ruchart Secretary, as aforesaid of said Indian Lake Development Company, being first duly sworn, says under his oath that he is Secretary thereof; that he is the keeper of the minutes and records of said corporation; that at a meeting of the Board of Directors of said corporation held at Indianapolis, Indiana, on May 16, 1929, which said meeting was attended by each and all of the directors of said corporation, the officers of said corporation were authorized and directed to execute and record the above and foregoing declaration.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 16 day of May, 1929.

My Commission expires _____

Robert H. Blinger
 Notary Public

RECORDED MAY 18 1929 AT 10 45 O'CLOCK A.M.

INDIAN LAKE IMPROVEMENT ASSOCIATION

CERTIFIED COPY OF RESOLUTION

THIS IS TO CERTIFY THAT a Special Meeting of members of Indian Lake Improvement Association was held at Indian Lake on Monday, November 27, 1961, at 8:00 o'clock, P.M. to determine whether or not the existing conditions and Restrictions and obligations of lot owners shall be continued and for how long; that notice of this meeting and the purpose thereof was given by U. S. Mail, postage prepaid, to all members and owners of lots in Indian Lake First, Second, and Third Sections, at their last known addresses more than ten days before said meeting; that said meeting was attended by the owners of 176½ lots in said Indian Lake First Second and Third Sections, out of a total of 197 lots; that at said meeting the following resolution was adopted by the affirmative vote of 173½ members and owners of lots in Indian Lake First, Second and Third Sections, who were either present in person or represented by proxies to be voted in favor of this resolution, this being 87.6+% of all members of all owners of lots in said addition:

RESOLVED, that the Declaration and Conditions and Restrictions applicable to lots in Indian Lake Subdivision, executed on May 16, 1929, by Indian Lake Development Company and recorded in Miscellaneous Record 210, at page 218, and amended by resolutions passed on August 6, 1941, and recorded in Miscellaneous Record 313, at page 475, and on January 8, 1941, and recorded in Miscellaneous Record 318, at page 150, in the Office of the Recorder of Marion County, Indiana, be and they are hereby modified and extended for an additional period of twenty (20) years and to December 31, 1981, which Declaration of Conditions and Restrictions applicable to lots in Indian Lake, Sections 1, 2 and 3, shall read as follows:

NOW THEREFORE, in furtherance of the desire and purposes aforesaid, and in consideration of the benefits to accrue to said corporation and future owners of lots in said "Indian Lake First Section," "Indian Lake Second Section", and "Indian Lake Third Section," and any subdivision of said Block J in said "Indian Lake Third Section", when and if resubdivided and replatted, the undersigned hereby declares that each of said lots and all of said real estate now or hereafter platted as aforesaid, except Block F in "Indian Lake Third Section," shall be owned and held, subject to the following covenants, conditions, restrictions, agreements, rights, stipulations and agreements, such as:

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L. M. BROWN DIVISION
Lawyers Title Insurance Corporation

all of which shall constitute an essential part of the consideration for future conveyances of any or all of said lots, and each and all of which shall always be held and considered as, and have the force and effect of, covenants running with the land, respectively against and in favor of each and all persons who shall from time to time respectively be the owners of the several lots above referred to, but said covenants shall not be considered as working forfeiture of title or reversion, and the obligation of said covenants shall be binding on each owner of a lot only while he is owner thereof, and not perpetually, but each successive owner of a lot by his act of taking title thereto, or exercising ownership thereof, shall thereby assent to all of said conditions, restrictions, easements, rights, covenants, stipulations and agreements and shall thereby assume and agree to abide by and perform every positive and negative obligation thereof so long as the same shall be in force and effect, to-wit:

1. The undersigned corporation shall procure to be presently incorporated under the laws of the State of Indiana, a corporation, not organized for profit, to be named "Indian Lake Improvement Association" (hereinafter designated as the Association) for the purpose of co-operating and assisting the several owners of said platted lots in carrying out the general plan of making said real estate above described a self-regulated residential district and zone, and for the further purpose of taking, owning and holding the lake, dam, parkways, drives, trails, playgrounds, parks and beaches shown and indicated upon the plats of said "Indian Lake First Section," "Indian Lake Second Section," "Indian Lake Third Section," and any replat of said Block J in said "Indian Lake Third Section," for the use in common of the several owners of the lots above referred to in accordance with the provisions hereof, who shall carry out and perform the covenants and obligations herein prescribed and pay all assessments herein provided, said Association shall have one membership for each lot in said "Indian Lake First Section," "Indian Lake Second Section," "Indian Lake Third Section," and, when and if said Block J in "Indian Lake Third Section" is resubdivided and replatted, one membership for each additional lot into which said Block J, or any part thereof, shall be re-subdivided, and said membership shall be evidenced by certificates numbered to correspond with the numbers of said lots upon said plats, and

each owner of any lot shall become the owner of the membership in said Association bearing number corresponding to the number of the lot or lots owned by him, and each membership shall pass by deed to said lot and be vested in the grantee named in said deed, and shall be appurtenant to said lot and transferable only to the successive purchasers and owners of said lot. Each membership shall have one vote in all meetings of said Association either in person or by proxy.

2. The undersigned corporation hereby binds itself to convey to said Association, when the same shall be incorporated and organized, all the real estate shown and indicated upon said plats as lake, dams, trails, drives, playgrounds, Parks, parkways and beaches, and Blocks A, B, C, D, E, G, H, I, and K, and, when and if said Block J in said "Indian Lake Third Section," or any part thereof, is replatted and resubdivided, to convey to said Association all parts thereof correspondingly indicated on the recorded plat or plats of such resubdivision or resubdivisions, which said real estate shall be held by said Association not only for its own corporate purpose, but also for the common use and benefit of said lot owners, who shall carry out and perform the covenants and obligations herein prescribed and pay all assessments herein provided, their families, friends and employees but in such manner only and to the end that same shall not be and shall never become public, or subject to public use, except when and as hereinafter expressly provided and reserved, and except "Indian Lake Boulevard" shown upon said plats, which said boulevard has heretofore by said plats been dedicated to the public.

3. Save only as a way of necessity to his lot, the owner of any lot who shall have failed to carry out and perform the covenants and obligations herein prescribed, or shall have failed to pay any assessment herein provided, or shall have failed to comply with the by-laws of said Association, shall be debarred from any use by himself, his family, friends, and employees of all property owned by said Association devoted to a common use herein provided.

4. Each deed to a lot executed by the Indian Lake Development Company shall contain the address of the purchaser of said lot, to which address all notices of any kind required to be sent by said Association to members or owners of lots shall be sent by United States mail, and such notice, when mailed, shall be

notice to any subsequent owners or owners of said lot, until and unless such subsequent owners shall file with said Association a change of address, and thereafter all notices shall be sent by United States mail to the latest address so filed with said Association.

5. The undersigned corporation shall procure to be initially provided in and by the articles of association thereof, or its by-laws, that said Association shall have, among others, the following powers:

(a) To make reasonable rules and regulations for the use of community property by lot owners:

(b) To accept title and ownership of the lake, dam, parkways, drives, trails, playgrounds, parks and beaches in said subdivisions, and in any replat of Block J in said "Indian Lake Third Section"; and to co-operate with and assist the several owners of the lots shown and indicated upon said several plat, in carrying out the general plan of making said subdivisions a self-regulated residential district and zone and to hold, manage, and maintain said property not only for its own corporate purposes, but also for the common use and benefit of the lot owners in said subdivisions, their families, friends and employees, but in such manner only and to the end that the same shall not be, and shall never become, public or subject to public use;

(c) To provide that the Association shall have the power to authorize and make contracts for the installation, maintenance and operation of service utilities;

(d) To provide for an annual budget of expenditures to be prepared by the directors and submitted to the lot owners which shall include provisions for the maintenance, strengthening and repair of the lake dam; clearing and purifying the waters of the lake; improving and maintaining roadways, parkways, drives, trails, playgrounds, beaches and other property of the Association; for improving, installing and maintaining surface drainage; for the planting of trees and shrubbery upon community property; for the cutting of weeds and grass upon community property; for policing, prohibiting nuisances, removing, through its own or contractual agencies, all garbage, ashes and solid or liquid refuse from the lots of members in said district or zone and from community property; for constructing, purchasing, maintaining and operating any community service; for the

payment of salaries or per diems to any person or persons employed by said Association to keep its records or administer its funds; for the acquisition of additional property for the common use; for preserving order and doing all other things necessary or advisable to keep community property neat and in good repair; for the enforcement of building restrictions and the covenants, stipulations, obligations, agreements, easements reservations, rights, powers and charges herein provided for, or provided for in the declaration of conditions and restrictions executed by Indian Lake Development Company on the 16th day of May, 1929, and recorded in Misc, Record 210, at page 218, in the office of the Recorder of Marion County, Indiana, for the payment of taxes, municipal assessments, and all other governmental charges that may at any time be laid or levied upon or against the property of said Association or said Association itself; and for any and all other purposes deemed necessary or appropriate to protect and promote the general welfare of said community;

(e) To provide that the Board of Directors shall assess and collect from the members of the Association the amount of money fixed in the budget as aforesaid, with the following provision with respect to making and collecting said assessments; Assessments shall be levied uniformly on all lots owned by members of this Association in proportion to the valuation of each lot as assessed at the last assessment date by the public assessing authority. On or about the 1st day of February of each year, the Secretary shall give notice to each member of the amount of the assessment against his lot or lots, and each member shall pay the same within sixty (60) days after said 1st of February or be in default. All assessments shall be a prior lien on the lots with respect to which said assessments are made in favor of said Association, subject and subordinate only to taxes, municipal liens, and to the liens of any bona fide mortgage upon any lot, and at the option of the Association assessments may be foreclosed in any court of competent jurisdiction by the Association as plaintiff for the amount of the assessment with interest, attorney's fees and costs. Any judgment obtained shall be without relief from valuation or appraisal laws. Each owner of any of said lots from the time of obtaining title thereto shall be held to have covenanted personally to pay to the Association all maintenance fund charges and assessments provided for herein which were due and unpaid at the time he obtained title and all

such charges and assessments thereafter made or falling due during his ownership thereof. Upon demand a certificate shall be issued by the Treasurer of the Association showing the amount of any charges and assessments against any lot, which certificate shall be binding upon the Association, and each member by accepting title to any lot or lots and by accepting membership in the Association shall be held to have vested the Association with the right and power in its own name to fix charges and levy assessments and to prosecute all suits, legal or equitable or otherwise which may, in the opinion of the Association, be necessary or advisable for the collection of such charges and assessments;

(f) To provide that all assessments shall be paid to the Treasurer of the Association and disbursed by him upon the order of the Board of Directors for the purposes above named;

(g) To provide that if the owner or owners of any lot or lots shall fail to cut the grass or weeds on any premises owned by them on or before June 15th of each year, then the Board of Directors shall have the right at any time, after June 15th of each year, without notice and without being a trespasser to enter upon any lot or lots, without reference to the ownership thereof, and cut weeds and grass and levy an assessment against the owner or owners for the cost thereof, which said assessment shall be in addition to the regular assessments for the maintenance fund, and if not paid within thirty (30) days after notice of said work being done, shall be and become a lien on the respective lot or lots in the same manner and subject to the same rights of foreclosure as provided with reference to assessments and charges for said maintenance fund;

(h) To provide that in the event of the total or partial destruction of the lake dam, or the permanent lowering of the water level of the lake due to any cause whatever, the Association shall hold a special meeting of members, i.e., lot owners, within sixty (60) days thereafter, giving ten (10) days notice to all members of the time and place of said meeting and unless more than seventy-five per cent (75%) of the votes cast by those present in person or by proxy at said meeting are in opposition to the reconstruction or repair of said dam, or the taking of appropriate steps to restore the waters of said lake, said Association shall proceed immediately with the rebuilding of said dam, or in such other manner as may be required in order to restore the

water level of said lake, and for the purpose of this provision the presence of the members owning twenty per cent (20%) of all the lots shall constitute a quorum. The vote shall be upon the single question of whether the dam shall be restored or reconstructed, or measures taken to restore the water level. Upon an affirmative vote being cast, all questions as to the method of reconstruction of the dam, or the restoration of the water level, shall be determined by the Board of Directors of said Association.

As soon as the cost of the reconstruction of the dam, or the restoration of the water level, shall be ascertained, the Association shall enter into a contract with the lowest responsible bidder and notice shall be given to each lot owner setting forth the amount of the assessment to be paid by him, which assessment shall be in proportion to the assessed value of his lot or lots in the manner hereinbefore provided, and said assessment shall forthwith become due and payments shall be made within sixty (60) days after notification of the amount of said assessment. In the event of non-payment of same, said assessment shall become a lien on the property of the defaulting owner in the same manner as charges for maintenance fund, and as provided for above, and shall be subject to foreclosure by said Association in the same manner as herein provided with respect to maintenance charges.

If at any time said lake dam falls into disrepair or is destroyed, or for any reason the water of said lake cannot be properly maintained, or the vote of the membership of said Association shall be cast in opposition to the repair or reconstruction of said dam, or the taking of steps necessary to maintaining the lake, then the Association shall convert said lake bottom into a park to be used for general park purposes by all owners of lots, and assess and collect the cost thereof against said lots in the manner hereinbefore provided, unless by the affirmative vote of seventy-five per cent (75%) of the members a different disposal thereof shall be directed;

(1) To provide that any or all the land held by the Association may be sold by said Association upon the affirmative vote of not less than seventy-five per cent (75%) of the memberships of said Association (i.e.,) the owners of not less than seventy-five per cent (75%) of the lots in said subdivision or subdivisions, and the proceeds of such sale may be used for the payments of debts

and obligations of the Association and any balance shall be distributed pro-rata according to the assessed value to the owners of lots of said subdivision or subdivisions;

(j) To provide that until December 31, 1981, these by-laws, except by-laws with reference to assessments and liens referred to in Paragraph 5 (e), (f), (g), and (h) above may be amended only by the affirmative vote of the owners of all the lots in said subdivision or subdivisions; and that said by-laws with reference to assessments and liens referred to in Paragraphs 5 (e), (f), (g), and (h) may be amended only by the affirmative vote of the owners of not less than seventy five per cent (75%) of all the lots in said subdivision or subdivisions, provided, however, that prior to December 31, 1981, no amendment shall be made which will permit liens senior, superior or ahead of the lien of any bona fide mortgage upon any lot.

(k) To provide that the Board of Directors of said Association shall call a meeting of the members of said Association to be held between October 1 and December 31, 1981, and give thirty (30) days written notice thereof to each lot owner by United States mail, addressed to the last recorded address as provided in the declaration of conditions and restrictions executed on May 16th, 1929, by the Indian Lake Development Company and recorded in Misc. Record 210, at page 218, in the Office of the Recorder of Marion County, Indiana, at said meeting each lot owner shall have the right to cast, in person or by proxy, one vote for each lot owned by him. At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and that restrictions and/or conditions if any, shall thereafter attach to said lots and the use thereof and what rights and for what purpose, if any, said Association shall have to assess lots and lot owners, but no restriction or condition upon lots or the use thereof and no right to assess lot owners shall be binding or effective, unless same shall receive the affirmative votes of the owners of not less than sixty-five per cent (65%) of said lots, but if same shall receive the affirmative votes of the owners of not less than sixty-five per cent (65%) of said lots, then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptances of

deed or the assertion or exercise of rights of ownership shall constitute an affirmative acceptance of this provision, and an agreement to be bound by the action of the owners of sixty-five per cent (65%) of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

6. USES OF LAKE. All owners of lots shall have the right and privilege to use said lake for fishing, boating, aquatic and ice sports at their own risk. Neither the undersigned, the Association, nor any lot owners shall be personally liable for any injury to person or property resulting from the use of said lake, or any of the community property herein referred to. No person shall have the right to land upon the private property of any lot owner, except by his permission or invitation.

7. PROVISIONS RELATING TO ASSOCIATION PROPERTY. Any and all owners of lots, who shall carry out and perform the covenants and obligations herein prescribed and pay the assessments herein provided, the members or their families and personal private guests, shall have and are hereby given and granted free access to and the use of all areas designated as trails, drives, playgrounds, parks, parkways, and beaches upon the plats hereinbefore, referred to, and the right and privilege to enter upon or into and leave the waters of said lake along the shores of said parkways, trails, and beaches, and the owners, not abutting on said lake, shall with the permission and approval of the Association, have the right, separately or in conjunction with other owners of said lots, to build suitable piers, landings, racks, docks, or boathouses upon the shores of said parkways and beaches for the tying up or storing of boats owned by them. The right to use said Lake and to enter upon or make use of in any manner whatsoever, subject to the limits herein set out, of any property of the Association shall be deemed an easement appurtenant respectively to each lot.

8. LANDINGS, DOCKS AND BOATHOUSES. The owners of property bounded on any side or sides by said lakeshore water edge shall have the right to extend piers, landing docks, boathouses, and other similar structures into said lake to a point not more than twenty-five (25) feet from the lakeshore line, but no person shall build any landing, pier, dock, boathouse or any other structure running or extending more than twenty-five (25)

feet from the shore line of said lake, as determined by the dam level, and no posts, stakes or piling shall be driven into the bed of said lake, and no rafts or structures of any character shall be permitted to float thereon unless the same be securely and permanently attached to the shore thereof, and no wires, ropes, fences or other obstruction or any kind shall be run out into the waters of said lake by any lot owner beyond said distances of twenty-five (25) feet. No hunting or shooting on or over said lake shall be permitted.

No boathouse shall be built on the shores of said lake or be permitted to float upon the surface thereof, unless the same be of good and substantial construction and painted, and be firmly attached to and connected with the land owned by the builder thereof, and no boathouse or similar structure shall be designated or used for sleeping or other housing purposes, but the same shall be for the storage of boats only. The Association shall have the right to supervise the construction and maintenance of all structures built, in whole or in part, upon or over said lake or land belonging to said Association.

9. PRIVATE RESIDENCE RESTRICTIONS. All of said lots shall be used for private residence and incidental gardening purposes only, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling houses, each dwelling being designated and directed for occupation by a single private family, together with appropriate garden houses and private garages for the sole use of the respective owners or occupants of said lots upon which said dwellings, garden houses and garages are erected. Only one dwelling shall be built upon, each of said lots. No hotel, boarding house, rooming house, double house, apartment house, flat, mercantile building, factory, sanitarium, undertaking establishment, or place of any sort for the serving of food or refreshments to the public, public garage, dance hall, stable, poultry yard, cess pool, privy or privy vault, or depository of any character for liquid waste, except septic tanks and dry wells connected therewith, and no other structure of any kind, except private residence buildings, private garages and garden houses, as herein provided, shall be erected in or on any lot or lots, and no billboard, sign or other device shall ever be erected upon any of said lots, and in the event any billboard or sign is painted or erected, in violation hereof, said Association,

or the undersigned, or its successors or assigns, or any of them, shall have the right to remove the same, no residence shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the Board of Directors of the Association, provided, however, that if said Board fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it, or if no suit to enjoin the erection of such building or the making for such alterations has been commenced prior to the completion thereof, such approval will not be required. --(As amended August 5, 1940, Misc, Rec. 313, p. 475).

10. PRICE AND AREA RESTRICTIONS. Only one single family dwelling house having a floor area, exclusive of basement, open porches and attics, of not less than nine hundred (900) square feet, shall be built or erected on any lot. Every house or structure erected in said subdivision or subdivisions, or upon any lot thereof, shall be completely finished on the outside and all wood surfaces, except roofs, shall be painted at least two coats of paint promptly upon completion.

11. BUILDING LINE RESTRICTIONS. No building whatever, or part thereof, of any character, shall be erected or permitted to extend between any street line and the adjacent front yard line shown upon the plat or plats of said subdivision or subdivisions and indicated thereon by dotted line, and no building, or part thereof, except boathouses, docks piers, landings, diving platforms or other similar structures, shall be erected or permitted within thirty-five (35) feet of the line marked on said plat or plats as "water's edge". No building, or part thereof, other than open porches, shall be built within six (6) feet of any line on any lot, which line does not separate said lot from the street or property of the Association, except detached garages, which may be separated from residences by not less than ten (10) feet, and except that in any case where the same person owns two adjoining lots, such owner may build a residence across the dividing line between said lots or to coincide with or be nearer than six (6) feet to such dividing line, but in no case shall any residence be erected nearer than twelve (12) feet to any other residence.

12. FENCE RESTRICTIONS. The ownership and

occupancy of lots and buildings in said subdivision or subdivisions are forever restricted to members of the white race. No negro, mulatto, Chinese, Japanese, or person of any race or mixture of races, except members of the white race shall acquire title to any lot or building, or part of any lot or building in said subdivision or subdivisions, or acquire the right to occupy any such lot or building, or part of lot or building, as owner, agent, roomer, or otherwise, except that a white tenant or owner of any lot or lots with residence building thereon may permit his domestic servant or servants, not of the white race, to occupy a room or rooms, in said residence building or his garage building, appurtenant thereto during the time of such domestic service. If any person, not of the white race, shall occupy, or attempt to occupy, any lot or buildings, or any part of any lot or building in said subdivision or subdivisions as owner, tenant, roomer, or otherwise, except as domestic servants of a white owner or a white tenant of a residence building thereon, such occupant shall be enjoined by any court of competent jurisdiction at the suit of said Association, or any owner or owners of any lot in said subdivision or subdivisions.

13. DISPOSAL OF SEWAGE, GARBAGE AND REFUSE. No garbage, sewage, ashes, rubbish, waste matter, bottles, cans, or refuse of any kind shall be deposited or allowed to accumulate upon any lot or tract of ground within said subdivision or subdivisions, or be dumped or emptied or thrown into the waters of Indian Lake, or upon any of the premises owned or controlled by said Association. No lot owner shall discharge any slops, effluent, sanitary or other liquid waste or drainage from or upon any lot in said subdivision or subdivisions, except through septic tanks, or other sanitary devices of equal effectiveness, and then not above or below the surface of any lot onto or into any other lot or community property, or into the surface drainage system of said subdivision or subdivisions, or into the waters of said lake. No lot owner shall in any manner pollute or discolor or empty any foul or odorous substance or liquid into said lake, or into any sources or stream flowing into said lake, but the said Association shall have the right, whenever it shall deem it necessary, to take reasonable and proper steps to clear and purify the water of said lake by the addition of chemicals or substances commonly used for that purpose.

14. SEPTIC TANKS. Until such time as a sanitary Sewer system shall have been constructed in the tract, a sanitary septic tank shall be installed for each dwelling erected in the tract. Such septic tank shall be of type of construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in the tract.

Until an approved public water supply is available in the tract, individual wells will be acceptable, providing the location of same and sufficiency and purity of water supply is approved by the Indiana State Board of Health, in writing.

The approval of the Indiana State Board of Health, regarding the above, must contemplate the location of well and septic tank in relation to each other and must be based on the complete development of the tract with this type of water supply and sewage disposal. (As amended August 5, 1940, Misc. Rec. 313, p. 475.)

15. WATER FROM LAKE. No water shall be drained, pumped, or drawn from the lake by any one or more lot owners, except by and with the consent of the Board of Directors of said Association duly recorded in the minutes of said Board.

16. WATER SOURCES. No lot owner shall by any act diminish the volume of the normal flow of any spring or stream which naturally feeds or flows into the lake.

17. DAM. The dam shall be under the exclusive control of the Board of Directors of said Association, and no person shall go upon the same, or upon the tract shown and indicated as Block G upon the plat of "Indian Lake Third Section," except as may hereafter be permitted by rules adopted by the Board of Directors of said Association. No lot owner or owners shall commit any act which shall be calculated to, or the normal or natural effect of which will in any manner, weaken or impair the strength or permanency of the dam by which the waters of the lake are confined, or which may result in changing the level of the waters of the lake as established by the height of the spillway at the date of the execution of this instrument.

18. ENFORCEMENT OF RESTRICTIVE PROVISIONS. All restrictive provisions hereof, affecting the use and enjoyment of said lake or any lot or parcel of land within said subdivision, shall run in favor of all of the other owners of lots or other parcels of land within any of said subdivisions, jointly and severally, and in favor of said Association, and may be enforced by them, or either of them, in any court of competent jurisdiction by injunction or other appropriate remedy, and in event of any resort to court proceedings for the enforcement of said restrictions, or any of them, the party plaintiff shall be entitled to reasonable attorneys' fees against any part or parties adjudged to have violated any of said restrictions. The owner of any lot or other parcel of land within said subdivisions shall have the right to enforce said restrictions without proof of pecuniary damage to his property.

19. PERIOD COVERED BY RESTRICTIONS. All the covenants, stipulations, obligations, agreements, easements, reservations, rights, powers and charges herein contained or provided, except the provisions for assessments and liens in the by-laws referred to in Paragraphs 5 (e), (f), (g), and (h) above shall continue until December 31, 1981, and no longer. The provisions in the by-laws with reference to assessments and liens referred to in Paragraphs 5 (e), (f), (g) and (h) above, until December 31, 1981, may be changed or modified or abandoned by the affirmative vote of the owners of the fee simple title to seventy-five per cent (75%) or more of the lots in said subdivision or subdivisions, provided however, that prior to December 31, 1981, no amendment shall be made which will permit liens senior, superior or ahead of the lien of any bona fide mortgage upon any lot. At the termination of said period ending December 31, 1981, by the affirmative vote of sixty-five per cent (65%) of the lot owners new restrictions may be created as herein-after provided.

The Board of Directors of said Association shall call a meeting of lot owners to be held between October 1st and December 31st, 1981, and give thirty (30) days' written notice thereof to each lot owner by United States mail, addressed to the last recorded address as herein provided. At said meeting each lot owner shall have the right to cast, in person or by proxy, one vote for each lot owned by him. At said meeting, it

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shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and what restrictions and or conditions, if any, shall thereafter attach to said lots and the use thereof what rights and for what purposes, if any, said Association shall have to assess lots and lot owners, but no restrictions or condition upon lots or the use thereof and no right to assess lot owners shall be binding or effective, unless same shall receive the affirmative votes of the owners of not less than sixty-five (65%) per cent of said lots, but if same shall receive the affirmative votes of the owners of not less than sixty-five (65%) per cent of said lots, then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptance of deed or the assertion or exercise of rights of ownership shall constitute an affirmative acceptance of this provision, and an agreement to be bound by the action of the owners of sixty-five (65%) per cent of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

IN WITNESS WHEREOF, Donald W. Brodie and A. Tellstrom, President and Secretary, respectively of Indian Lake Improvement Association, have hereunto set their hands as such officers and affixed the seal of the corporation this 30th day of November, 1961.

Donald W. Brodie, M.D. (Corp. Seal)
 President
 A. Tellstrom
 Secretary

(Instrument discloses name of person preparing same.)

CHICAGO TITLE

WE FIND NO FURTHER CONVEYANCES

CROSS REFERENCE

2450
CROSS REFERENCE

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INDIAN LAKE IMPROVEMENT ASSOCIATION

CERTIFIED COPY OF RESOLUTION

THIS IS TO CERTIFY that a Special Meeting of members of Indian Lake Improvement Association was held at the Oaklandon Elementary School on Monday, November 23, 1981 at 7:30 o'clock P.M., to determine whether or not the existing Conditions and Restrictions and obligations of lot owners shall be continued and for how long; that notice of this meeting and the purpose thereof was given by U.S. Mail, postage prepaid, to all members and owners of lots in Indian Lake First, Second, and Third Sections, at their last known addresses, more than ten (10) days before said meeting; that said meeting was attended by the owners of 132 lots in said Indian Lake First, Second and Third Sections, out of a total of 197 lots; that at said meeting the following resolution was adopted by the affirmative vote of 132 members and owners of lots in Indian Lake First, Second and Third Sections, who are either present in person or represented by proxies to be voted in favor of this resolution, this being 67% and of all members and all owners of lots in said addition:

RESOVLED, that the Declaration and Conditions and Restrictions applicable to lots in Indian Lake Subdivision, executed on May 16, 1929, by Indian Lake Development Company and recorded in Miscellaneous Record 210, at page 218, and amended by resolutions passed on August 6, 1941, and recorded in Miscellaneous Record 313, at page 475; and on January 8, 1941, and recorded in Miscellaneous Record of Marion County, Indiana, and as amended by resolutions passed on November 30, 1961, and recorded in Miscellaneous Record 693, at page 381, Instrument Number 114428 on December 29, 1961, in the Office of the Recorder of Marion County, Indiana, be and they are hereby modified and extended for additional period of twenty (20) years to December 31, 2001, which Declaration of Conditions and Restrictions applicable to lots in Indian Lake, Sections 1,2,and 3, shall read as follows:

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
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NOW THEREFORE, in furtherance of the desire and purposes aforesaid, and in consideration of the benefits to accrue to said corporation and future owners of lots in said "Indian Lake First Section," "Indian Lake Second Section", and "Indian Lake Third Section", and any subdivision of said Block J in said "Indiana Lake Improvement Third Section", when and if resubdivided and replatted, the undersigned hereby declares that each of said lots and all of said estate now or hereafter platted as aforesaid, except Block F in Indian Lake Third Section, shall be owned and held, subject to the following covenants, conditions, restrictions,

82 04681

easements, rights, stipulations and agreements, each and all of which shall constitute an essential part of the consideration for future conveyances of any or all of said lots, and each and all of which shall always be held and considered as, and have the force and effect of, covenants running with the land, respectively against and in favor of each and all persons who shall from time to time respectively be the owners of the several lots above referred to but said covenants shall not be considered as working forfeiture of title or reversion, and the obligations of said covenants shall be binding on each owner of a lot only while he is owner thereof, and not perpetually, but each successive owner of a lot by his act of taking title thereto, or exercising ownership thereof, shall thereby assent to all of said conditions, restrictions, easements, rights, covenants, stipulations, and agreements and shall thereby assume and agree to abide by and perform every positive and negative obligation thereof so long as the same shall be in force and effect, to wit:

1. The undersigned corporation shall procure to be presently incorporated under the laws of the State of Indiana, a corporation, not organized for profit, to be named "Indian Lake Improvement Association" (hereinafter designated as the Association) for the purpose of co-operating and assisting the several owners of said platted lots in carrying out the general plan of making said real estate above described a self-regulated residential district and zone, and for the further purpose of taking, owning and holding the lake, dam, parkways, drives, trails, playgrounds, parks and beaches shown and indicated upon the plats of said "Indian Lake First Section," "Indian Lake Second Section," "Indian Lake Third Section," and any replat of said Block J in said "Indian Lake Third Section," for the use in common of the several owners of the lots above referred to in accordance with the provisions hereof, who shall carry out and perform the covenants and obligations herein prescribed and pay all assessments herein provided, Said Association shall have one membership for each lot in said "Indian Lake First Section," "Indian Lake Second Section," "Indian Lake Third Section," and, when and if said Block J in "Indian Lake Third Section" is resubdivided and replatted, one membership for each additional lot into which said Block J, or any part thereof, shall be re-subdivided, and said membership shall be evidenced by certificates numbered to correspond with the numbers of said lots upon said plats, and each owner of any lot shall become the owner of the membership in said Association bearing number corresponding to the number of the lot or lots owned by him, and each membership shall pass by deed to said lot and be

vested in the grantee named in said deed, and shall be appurtenant to said lot and transferable only to the successive purchasers and owners of said lot. Each membership shall have one vote in all meetings of said Association either in person or by proxy.

2. The undersigned corporation hereby binds itself to convey to said Association, when the same shall be incorporated and organized, all the real estate shown and indicated upon said plats as lake, dams, trails, drives playgrounds, parks, parkways, and beaches, and Blocks A, B, C, D, E, G, H, I, and K, and, when and if said Block J in said "Indian Lake Third Section," or any part thereof, is replatted and re-subdivided, to convey to said Association all parts thereof correspondingly indicated on the recorded plat or plats of such re-subdivision or re-subdivisions, which said real estate shall be held by said Association not only for its own corporate purpose, but also for the common use and benefits of said lot owners, who shall carry out and perform the covenants and obligations herein prescribed and pay all assessments herein provided, their families, friends, and employees but in such manner only and to the end that same shall not be and shall never become public, or subject to public use, except when and as hereinafter expressly provided and reserved and except "Indian Lake Boulevard" shown upon said plats, which said Boulevard has heretofore by said plats been dedicated to the public.

3. Save only as a way of necessity to his lot, the owner of any lot who shall have failed to carry out or perform the covenants and obligations herein prescribed, or shall have failed to pay any assessment herein provided, or shall have failed to comply with the by-laws of said Association, shall be debarred from any use by himself, his family, friends, and invitees of all property owned by said Association devoted to a common use herein provided.

4. Each deed to a lot executed by the Indian Lake Development Company shall contain the address of the purchaser of said lot, to which address all notices of any kind required to be sent by said Association to member or owners of lots shall be sent by United States mail, and such notice, when mailed, shall be notice to any subsequent owner or owners of said lot, until and unless such subsequent owners shall file with said Association a change of address, and thereafter all notices shall be sent by United States mail to the latest address so filed with said Association.

5. The undersigned corporation shall procure to be initially provided in and by the articles of association thereof; or its by-laws, that said Association shall have, among others, the following powers:

(a) To make reasonable rules and regulations for the use of community property by lot owners;

(b) To take title to and own the lake, dam, parkways, drives, trails, playgrounds, parks, and beaches and any other real estate deemed necessary to facilitate the needs of the Association, for such areas owned or to be owned in said subdivision, and in any replat of Block J in said "Indian Lake Third Section," and to co-operate with and assist the several plats in carrying out the general plan of making said subdivisions a self-regulated residential district and zone and to hold, manage, and maintain said property not only for its own corporate purposes, but also for the common use and benefits, of the lot owners in said subdivision, their families, friends and invitees, but in such manner only and to the end that the same shall not be, and shall never become, public or subject to public use;

(c) To provide that the Association shall have the power to authorize and make contracts for the installation, maintenance and operation of service utilities;

(d) To provide for an annual budget of expenditures to be prepared by the directors and submitted to the lot owners which shall include provision for the maintenance, strengthening and repair of the lake dam; clearing and purifying the waters of the lake; improving and maintaining roadways, parkways, drives, trails, playgrounds, beaches and other property of the Association, for improving, installing and maintaining surface drainage; for the planting of trees and shrubbery upon community property; for the cutting of weeds and grass upon community property; for policing, prohibiting nuisances, removing through its own or contractual agencies, all garbage, ashes and solid or liquid refuse from the lots of members in said district or zone and from community property; for construction, purchasing, maintaining and operating any community service; for the payment of salaries or per diem to any person or persons employed by said Association to keep its records or administer its funds for the acquisition of additional property for the common use; for preserving order and doing other things necessary or advisable to keep community property neat and in good repair; for the enforcement of buildings restrictions and the covenants, stipulations, obligations, agreements, easements reservations, rights, powers and charges herein pro-

vided for, or provided for in the declaration of conditions and restrictions executed by Indian Lake Development Company on the 16th of May, 1929, and recorded in Misc. Record 210 at page 218, in the Office of the Recorder of Marion County, Indiana, for the payment of taxes, municipal assessments, and all other governmental charges that may at any time be laid or levied upon or against the property of said Association or said Association itself; and for any and all other purposes deemed necessary or appropriate to protect and promote the general welfare of said community;

(e) To provide that the Board of Directors shall assess and collect from the members of the Association the amount of money fixed in the budget as aforesaid, with the following provision with respect to making and collecting said assessments: Assessments shall be levied uniformly on all lots owned by members of this Association in proportion to the valuation of each lot as assessed at the last assessment date by the public assessing authority. On or about the 1st day of February of each year, the Secretary shall give notice to each member of the amount of the assessment against his lot or lots, and each member shall pay the same by June 30th of each year or be in default. All assessments shall be a prior lien on the lots within respect to which said assessments are made in favor of said Association, subject and subordinate only to taxes, municipal liens, and to the lien of any bona fide mortgage upon any lot, and at the option of the Association assessments may be foreclosed in any court of competent jurisdiction by the Association as plaintiff for the amount of the assessment with interest, attorney's fees and costs. Any judgment obtained shall be without relief from valuation or appraisal laws. Each owner of any of said lots from the time of obtaining title thereto shall be held to have covenanted personally to pay to the Association all maintenance fund charges and assessments provided for herein which were due and unpaid at the time he obtained title and all such charges and assessments thereafter made or falling due during his ownership thereof. Upon demand a certificate shall be issued by the Treasurer of the Association showing the amount of any charges and assessments against any lot, which certificate shall be binding upon the Association, and each member by accepting title to any lot or lots and by accepting membership in the Association shall be held to have vested the Association with the right and power in its own name to fix charges and levy assessments and to prosecute all suits, legal or equitable or otherwise which may, in the opinion of the Association, be necessary or advisable for the collection of such charges and assessments;

-5-

82 04681

(f) Nonpayment of Assessments. Should any member of of the Association fail to pay the assessment by June 30th of each year, said delinquent member's privileges granted by this Resolution shall automatically be suspended without further notice. Said suspension shall continue in full force and effect until said member's delinquency in assessment payment is cured by said member. This suspension of privileges applies to the individual member or members, the member's family guests, successors and assigns, upon suspension, the affected member may not utilize the privileges granted by this Resolution as the guest of another member. Said suspension of privileges shall be revoked, and the affected member's privileges reinstated, upon payment in full of the member's delinquent assessment. Suspension of privileges shall not affect a member's obligations to pay each year's assessment in full. The suspension power granted by this provision is in addition to the other powers granted herein, and shall be used in connection therewith.

(g) To provide that all assessments shall be paid to the Treasurer of the Association and disbursed by him upon the order of the Board of Directors for the purposes above named;

(h) To provide that if the owner or owners of any lot or lots shall fail to cut the grass or weeds on any premises owned by them on or before June 15th of each year, then the Board of Directors shall have the right at anytime, after June 15th of each year, without notice and without being a trespasser to enter upon any lot or lots, without reference to the ownership thereof, and cut weeds and grass and levy an assessment against the owner or owners for the cost thereof, which said assessment shall be in addition to the regular assessments for the maintenance fund, and if not paid within thirty (30) days after notice of said work being done, shall be and become a lien on the respective lot or lots in the same manner and subject to the same right of foreclosure as provided with reference to assessments and charges for said maintenance fund;

(i) To provide that in the event of the total or partial destruction of the lake dam, or the permanent lowering of the water level of the lake due to any cause whatever, the Association shall hold a special meeting of members, i.e., lot owners, within sixty (60) days thereafter, giving ten (10) days notice to all members of the time and place of said meeting and unless more than seventy-five per cent (75%) of the votes cast by those present in person or by proxy at said meeting are in opposition to the reconstruction or repair of the dam, or the taking of appropriate steps to

82 04681

restore the waters of said lake, said Association shall proceed immediately with the rebuilding of said dam, or in such other manner as may be required in order to restore the water level of said lake, and for the purpose of this provision the presence of the member owning twenty per cent (20%) of all the lots shall constitute a quorum. The vote shall be upon the single question of whether the dam shall be restored or reconstructed; or measures taken to restore the water level. Upon an affirmative vote being cast, all questions as to the method of reconstruction of the dam, or the restoration of the water level, shall be determined by the Board of Directors of said Association.

As soon as the cost of the reconstruction of the dam, or the restoration of the water level, shall be ascertained, the Association shall enter into a contract with the lowest responsible bidder and notice shall be given to each lot owner setting forth the amount of the assessment to be paid by him, which assessment shall be in proportion to the assessed value of his lot or lots in the manner hereinbefore provided, and said assessment shall forthwith become due and payments shall be made sixty (60) days after notification of the amount of said assessment. In the event of non-payment of same, said assessment shall become a lien on the property of the defaulting owner in the same manner as charges for maintenance fund, and as provided for above, and shall be subject to foreclosure by said Association in the same manner as herein provided with respect to maintenance charges.

If at any time said lake dam falls into dispair or is destroyed, or for any reason the waters of said lake cannot be properly maintained or the vote of the membership of said Association shall be cast in opposition to the repair or reconstruction of said dam, or the taking of steps necessary to maintaining the lake, then the Association shall convert said lake bottom into a park to be used for general park purposes by all owners of lots and assess and collect the cost thereof against said lots in the manner hereinbefore provided, unless by the affirmative vote of seventy-five per cent (75%) of the members a different disposal thereof shall be directed;

(j) To provide that any or all the land in which the Association has an interest, may be conveyed in whole or in part upon any terms, traded or otherwise disposed by said Association upon the affirmative vote of not less than seventy-five (75%) of the memberships of said Association (i.e.,) the owners of not less than seventy-five per cent (75%) of the lots in said subdivision or subdivisions, and

the proceeds of such sale may be used for the payments of debts and obligations of the Association and any balance shall be distributed pro-rata according to the assessed value to the owners of lots of said subdivision or subdivisions;

(k) To provide that until December 31, 2001, these by-laws, except by-laws with reference to assessments and liens referred to in Paragraphs 5(e), (f), (g) and (h) above may be amended only by the affirmative vote of the owners of all the lots in said subdivision or subdivisions; and that said by-laws with reference to assessments and liens referred to in Paragraphs 5(e), (f), (g) and (h) may be amended only by the affirmative vote of the owners of not less than seventy-five per cent (75%) of all the lots in said subdivision or subdivisions, provided, however, that prior to December 31, 2001, no amendment shall be made which will permit liens senior, superior or ahead of the lien of any bona fide mortgage upon any lot.

(l) To provide that the Board of Directors of said Association shall call a meeting of the members of said Association to be held between October 1 and December 31, 2001, and give thirty (30) days written notice thereof to each lot owner by United States mail, addressed to the last recorded address as provided in the declaration of conditions and restrictions executed on May 16, 1929, by the Indian Lake Development Company and recorded in Misc. Record 210; at page 218, in the Office of the Recorder of Marion County, Indiana, at said meeting each lot owner shall have the right to cast, in person or by proxy, one vote for each lot owned by him. At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and that restrictions and/or conditions if any, shall thereafter attach to said lots and the use thereof and what rights and for what purpose, if any said Association shall have to assess lots and lot owners, but no restrictions or conditions upon lots or the use thereof and no right to assess lot owners shall be binding or effective, unless same shall receive the affirmative votes of the owners of not less than sixty-five per cent (65%) of said lots, but if same shall receive the affirmative votes of the owners of not less than sixty-five per cent (65%) of said lots then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptances of deed or the assertion or exercise of rights of ownership shall constitute an affirmative

acceptance of this provision, and an agreement to be bound by the action of the owners of sixty-five per cent (65%) of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

6. USES OF LAKE. All owners of lots shall have the privilege of using said lake for fishing, boating, aquatic and ice sports at their own risk. Neither the undersigned, the Association, its agents, officers or directors, nor any lot owners shall be personally liable for any injury to person or property resulting from the use of said lake, or any of the community property herein referred to. No person shall have the right to land upon the private property of any lot owner, except by his permission or invitation.

7. PROVISIONS RELATING TO ASSOCIATION PROPERTY. Any and all owners of lots, who shall carry out and perform the covenants and obligations herein prescribed and pay the assessments herein provided, the members or their families and personal private guests, shall have and are hereby given and granted free access to and the use of all areas designated as trails, drives, playgrounds, parks, parkways, and beaches upon the plats hereinbefore, referred to, and the privilege to enter upon or into and leave the waters of the waters of said lake along the shores of said parkways, trails, and beaches, and the owners, not abutting on said lake, shall with the permission and approval of the Association, have the right, separately or in conjunction with other owners of said lots, to build suitable piers, landings, racks, docks, or boathouses upon the shores of said parkways and beaches for the tying up or storing of boats owned by them. The privilege to use said Lake and to enter upon or make use of in any manner whatsoever, subject to the limits herein set out, of any property of the Association shall be deemed an easement appurtenant respectively to each lot.

8. LANDINGS, DOCK AND BOATHOUSES. The owners of property bounded on any side or sides by lakeshore water edge shall have the right to extend piers, landing docks, boathouses and other similar structures into said lake to a point not more than twenty-five (25) feet from the lakeshore line, but no person shall build any landing, pier, dock, boathouse or any other structure running or extending more than twenty-five (25) feet from the shore line of said lake, as determined by the dam level, and no posts, stakes or piling shall be driven into the bed of said lake, and no rafts or structures of any character shall be permitted to float thereon unless the same be securely and permanently attached to the shore thereof, and no wires, ropes, fences

or other obstruction or any kind shall be run out into the waters of said lake by any lot owner beyond said distance of twenty-five (25) feet. No hunting or shooting on or over said lake shall be permitted.

No boathouse shall be built on the shores of said lake or be permitted to float upon the surface thereof unless the same be of sound and substantial construction and painted, and be firmly attached to and connected with the land owned by the builder thereof, and no boathouse or similar structure shall be designated or used for sleeping or other housing purposes, but the same shall be for the storage of boats only. The Association shall have the right to supervise the construction and maintenance of all structures built, in whole or in part, upon or over said lake or land belonging to said Association.

9. PRIVATE RESIDENCE RESTRICTIONS. All of said lots shall be used for private residence and incidental gardening purposes only, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling being designed and directed for occupation by a single private family, together with appropriate garden houses and private garages for the sole use of the respective owners or occupants of said lots upon which said dwellings, garden houses and garages are erected. Only one dwelling shall be built upon each of said lots. No hotel, boarding house, rooming house, double house, apartment house, flat, mercantile building, factory, sanitarium, undertaking establishments, or place of any sort for the serving of food or refreshments to the public, public garage, dance hall, stable, poultry yard, cess pool, privy or privy vault, or depository of any character for liquid waste, except septic tanks and dry wells connected therewith, and no other structure of any kind, except private residence buildings, private garages and garden houses, as herein provided, shall be erected in or on any lot or lots, and no billboard or sign is painted or erected, in violation hereof, said Association, or the undersigned, or its successors or assigns, or any of them, shall have the right to remove same. No residence shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the Board of Directors of the Association, provided, however, that if said Board fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it, or if no suit to enjoin the erection of such building or the making for such alterations has been commenced prior to the completion thereof; such approval will not be required. - (As amended August 5, 1940, Misc. Rec. 313, p. 475).

-10-

82 04681

10. PRICE AND RESTRICTIONS. Only one single family dwelling house having a floor area, exclusive of basement, open porches and attics, of not less than one thousand five hundred (1,500) square feet, shall be built or erected on any lot. Every house or structure erected in said subdivision or subdivisions, or upon any lot thereof, shall be completely finished on the outside and all wood surfaces, except roofs, shall be painted at least two coats of paint upon completion.

11. BUILDING LINE RESTRICTIONS. No building whatever, or part thereof, of any character, shall be erected or permitted to extend between any street line and the adjacent front yard line shown upon the plat or plats of said subdivision or subdivisions and indicated thereon by dottedline, and no building, or part thereof, except boathouses, docks, piers, landings, diving platforms or other similar structures, shall be erected or permitted within thirty-five (35) feet of the line marked on said plat or plats as "water's edge". No building, or part thereof, other than porches, shall be built within six (6) feet of any line on any lot, which line does not separate said lot from the street or property of the Association, except detached garages, which may be separated from residences by not less than ten (10) feet, and except that in any case where the same person owns two adjoining lots, such owner may build a residence across the dividing line between said lots or to coincide with or be nearer than six (6) feet to such dividing line, but in no case shall any residence be erected nearer than twelve (12) feet to any other residence.

12. DISPOSAL OF SEWAGE, GARBAGE AND REFUSE. No garbage, sewage, ashes, rubbish, waste matter, bottles, cans or refuse of any kind shall be deposited or allowed to accumulate upon any lot or tract of ground within said subdivision or subdivisions, or be dumped or emptied or thrown into the water of Indian Lake, or upon any of the premises owned or controlled by said Association. No lot owner shall discharge any slopes, effluent, sanitary or other liquid waste or drainage from or upon any lot in said subdivision or subdivisions, except through septic tanks, or other sanitary devices of equal effectiveness, and then not above or below the surface of any lot onto or into any other lot or community property, or into the surface drainage system of said subdivision or subdivisions, or into the waters of said lake. No lot owner shall in any manner pollute or discolor or empty any foul or odorous substance or liquid into lake, or into any sources or stream flowing into said lake, but the said Association shall have the right, whenever it shall deem it necessary, to take reasonable and proper steps to

clear and purify the water of said lake by the addition of chemicals or substances commonly used for that purpose.

13. SEPTIC TANKS. Until such time as a sanitary sewer system shall have been constructed in the tract, a sanitary septic tank shall be installed for each dwelling erected in the tract. Such septic tank shall be of type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in the tract.

Until an approved public water supply is available in the tract, individual wells will be acceptable, providing the location of same and sufficiency and purity of water supply is approved by the Indiana State Board of Health, in writing.

The approval of the Indiana State Board of Health, regarding the above, must contemplate the location of well and septic tank in relation to each other and must be based on the complete development of the tract with this type of water supply and sewage disposal. (As amended August 5, 1940, Misc. Rec. 313, p. 475).

14. WATER FROM LAKE. No water shall be drained, pumped, or drawn from the lake by any one or more lot owners except by and with the consent of the Board of Directors of said Association duly recorded in the minutes of said Board.

15. WATER SOURCES. No lot owner shall by any act diminish the volume of the normal flow of any spring or streams which naturally feeds or flows into the lake.

16. DAM. The dam shall be under the exclusive control of the Board of Directors of said Association, and no person shall go upon the same, or upon the tract shown and indicated as Block G upon the plat of "Indian Lake Third Section," except as may hereafter be permitted by rules adopted by the Board of Directors of said Association. No lot owner or owners shall commit any act which shall be calculated to, or the normal or natural effect of which will in any manner, weaken or impair the strength or permanency of the dam by which the waters of the lake are confined, or which may result in changing the level of the waters of the lake as established by the height of the spillway at the date of the execution of this instrument.

17. ENFORCEMENT OF RESTRICTIVE PROVISIONS. All restrictive provisions hereof, affecting the use and

enjoyment of said lake or any lot or parcel of land within said subdivision, shall run in favor of all of the other owners of lots or other parcels of land within any of said subdivisions, jointly and severally, and in favor of said Association, and may be enforced by them, or either of them in any court of competent jurisdiction by injunction or other appropriate remedy, and in the event of any resort to court proceedings for the enforcement or any of them the party plaintiff shall be entitled to reasonable attorney's fees against any part or parties adjusted to have violated any of said restrictions. The owner of any lot or other parcel of land within said subdivisions shall have the right to enforce said restrictions without proof of pecuniary damage to his property.

18. PERIOD COVERED BY RESTRICTIONS. All the covenants, stipulations, obligations, agreements, easements, reservations, rights, powers and charges herein contained or provided, except the provisions for assessments and liens in the by-laws referred to in Paragraphs 5(e), (f), (g), and (h) above shall continue until December 31, 2001, and no longer. The provisions in the by-laws with reference to assessments and liens referred to in Paragraph 5(e), (f), (g) and (h) above, until December 31, 2001, may be changed or modified or abandoned by the affirmative vote of the owners of the fee simple title to seventy-five per cent (75%) or more of the lot in said subdivision or subdivisions, provided however, that prior to December 31, 2001, no amendment shall be made which will permit liens senior, superior, or ahead of lien of any bona fide mortgage upon any lot. At the termination of said period ending December 31, 2001, by the affirmative vote of sixty-five per cent (65%) of the lot owners new restrictions may be created as hereinafter provided. (R)

The Board of Directors of said Association shall call a meeting of lot owners to be held between October 1st and December 31st, 2001, and give thirty (30) days written notice thereof to each lot owner by United States Mail, addressed to the last recorded address as herein provided. At said meeting, each lot owner shall have the right to cast, in person, or by proxy, one vote for each lot owned by him. At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and what restrictions and/or conditions, if any, shall thereafter attach to said lots and the use thereof and what rights and for what purposes, if any, said Association shall have to assess lots and lot owners but no

restrictions or condition upon lots or the use thereof no right to assess lot owners shall receive the affirmative votes of the owners of not less than sixty-five (65%) per cent of said lots, but it same shall receive the affirmative votes of the owners of not less than sixty-five (65%) per cent of said lots, then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptance of deed or the assertion or exercise of rights of ownerships of the agreements, and an agreement to be bound by the action of the owners of sixty-five (65%) per cent of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

IN WITNESS WHEREOF, Thomas Crouch and Russell Koehring, President and Secretary, respectively of Indian Lake Association, have hereunto set their hands as such officers and affixed the seal of the corporation this 23rd day of November, 1981.

Thomas Crouch
 THOMAS CROUCH, PRESIDENT
Russell Koehring
 RUSSELL KOEHRING, SECRETARY

This instrument prepared by Clark, Clark, Pappas & Quinn
 Thomas Michael Quinn, Jr., 120 E. Market Street, Suite 715,
 Indianapolis, Indiana 46204

STATE OF INDIANA)
) SS:
 COUNTY OF MARION)



Subscribed and sworn to before me, a Notary Public, in and for said County and State, this the 23rd day of November, 1981.

Nancy L. Webb
 Nancy L. Webb, Notary Public
 County of Residence: Marion

My Commission Expires:
 August 24, 1983

-14-

82 04681

3

**AMENDMENT TO THE BYLAWS OF
THE INDIAN LAKE IMPROVEMENT ASSOCIATION**

THIS AMENDMENT made this 7th day of March, 1996, by the Indian Lake Improvement Association, an Indiana Corporation (the "Declarant").

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is duly incorporated under the laws of the state of Indiana for the purpose of cooperating and assisting and creating a self-regulated residential district and zone out of the following described real estate located in Marion County, Indiana, to wit:

Indian Lake First Section, Second Section, and Third Section, as recorded in Plat Book 24, Page 380-1, 385; and 416-419, as recorded in the Office of the Recorder for Marion County, Indiana.

B. The above described real estate (hereinafter referred to as "Indian Lake Subdivision"), is held by individual landowners subject to the Declaration and Conditions and Restrictions applicable to lots in Indian Lake Subdivision executed on May 16, 1929, by Indian Lake Development Company and recorded in Miscellaneous Record 210, at page 218 and amended by resolutions passed on August 6, 1941, and recorded in Miscellaneous Record 313, at page 475, and on January 8, 1941, recorded in Miscellaneous Record of Marion County, Indiana, and as amended by resolution passed on November 30, 1961, and recorded in Miscellaneous Record 693, at page 381, Instrument Number 114428 on December 29, 1961 in the Office of the Recorder of Marion County, Indiana, and amended by resolution passed on November 23, 1981, and recorded in the

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Office of the Recorder of Marion County, Indiana, as Instrument Number 1982-04681. Said Declaration Conditions, Restrictions, and above-referenced amendments are incorporated herein by reference and all of the terms and definitions described therein are hereby adopted and shall have the same meaning in this Amendment.

C. The Declaration, Conditions and Restrictions for Indian Lake Subdivision provides that any amendments to Paragraphs 5 (e), (f), (g) and (h) may be done only by the affirmative vote of the owners of not less than seventy-five percent (75%) of all the lots in Indian Lake Subdivision.

D. The Board of Directors for the Indian Lake Improvement Association proposed an Amendment to paragraph 5 (g) of the Declaration and Conditions and Restrictions and the matter was put to a vote of the owners of the lots in said subdivision. The Board of Directors tallied the votes at its February monthly meeting and reported that Ninety (90) out of a possible One Hundred Thirteen (113), or Seventy-Nine and six tenths percent (79.6%) lot owners affirmatively voted to approve the Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration and Conditions and Restrictions for the Indian Lake Subdivision Paragraph 5 (g) as follows (that portion in boldface type indicates the amendment to the existing language):

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(g) To provide that all assessments shall be paid to the Treasurer of the Association and disbursed by him upon the order of the Board of Directors for the purposes above named.

With the exception of Block J in "Indian Lake Third Section", there shall be no re-platting or re-subdividing of any of the real estate shown and indicated upon those plats identified above as lake, dam, trails, drives, playgrounds, parks, parkways, beaches, blocks or lots without the affirmative vote of the owners of not less than seventy-five (75%) of all lots in said Indian Lake Subdivision. Further, no dwelling shall be built on any portion of real estate within the Indian Lake Subdivision consisting of less than one whole lot as shown and indicated upon the above said plats;

EXECUTED the day and year first above written.

INDIAN LAKE IMPROVEMENT ASSOCIATION

BY: Marjorie U. Crouch Jack B. Sweeney
Marjorie U. Crouch, President Jack B. Sweeney, Secretary

STATE OF INDIANA)

)SS:

COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 7th day of March, 1996.

Eleanor T. Thompson
Eleanor T. Thompson
NOTARY PUBLIC

COUNTY OF RESIDENCE: MARION

MY COMMISSION EXPIRES:
March 18, 1999.

CHICAGO TITLE

This instrument prepared by Jeryl F. Leach, Attorney at Law, CLARK, QUINN, MOSES & CLARK, One Indiana Square, Suite 2200, Indianapolis, IN 46204.

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INDIAN LAKE IMPROVEMENT ASSOCIATION

CERTIFIED COPY OF RESOLUTION

THIS IS TO CERTIFY that a Special Meeting of members of Indian Lake Improvement Association was held at the Lawrence Park Community Building, 5301 N. Franklin Road, on Saturday, December 29, 2001 at 10:00 o'clock A.M., to determine whether or not the existing Conditions and Restrictions and obligations of lot owners shall be continued and for how long; that notice of this meeting and the purpose thereof was given by U.S. Mail, postage prepaid, to all members and owners of lots in Indian Lake First, Second, and Third Sections, at their last known addresses, more than ten (10) days before said meeting; that said meeting was attended by the owners of 163.5 lots in said Indian Lake First, Second and Third Sections, out of a total of 197 lots; that at said meeting the following resolution was adopted by the affirmative vote of 163.5 members and owners of lots in Indian Lake First, Second and Third Sections, who were either present in person or represented by proxies to be voted in favor of this resolution, this being 83% and of all members and all owners of lots in said addition:

RESOLVED, that the Declaration and Conditions and Restrictions applicable to lots in Indian Lake Subdivision, executed on May 16, 1929, by Indian Lake Development Company and recorded in Miscellaneous Record 210 at page 218, and amended by resolutions passed on August 6, 1941, and recorded in Miscellaneous Record 313, at page 475, and on January 8, 1941, and recorded in Miscellaneous Record of Marion County, Indiana, and as amended by resolutions passed on November 30, 1961, and recorded in Miscellaneous Record 693, at page 381, Instrument Number 114428 on December 29, 1961, in the Office of the Recorder of Marion County, Indiana, and as amended by resolutions passed on November 23, 1981, and recorded in the Office of the Recorder of Marion County, Indiana under Instrument No. 82-04681, and as amended by resolution passed March 7, 1996, and recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 1996-0032299, be and they are hereby modified and extended for an additional period to expire no later than December 31, 2021, which Declaration of Conditions and Restrictions applicable to lots in Indian Lake, Sections 1, 2, and 3, shall read as follows:

NOW THEREFORE, in furtherance of the desire and purposes aforesaid, and in consideration of the benefits to accrue to said corporation and future owners of lots in said "Indian Lake First Section," "Indian Lake Second Section", and "Indian Lake Third Section", and any subdivision of said Block J in said "Indiana Lake Improvement Third Section", when and if resubdivided and replatted, the undersigned hereby declares that each of said lots and all of said estate now or hereafter platted as aforesaid, except Block F

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CHICAGO TITLE

in Indian Lake Third Section, shall be owned and held, subject to the following covenants, conditions, restrictions, easements, rights, stipulations and agreements, each and all of which shall constitute an essential part of the consideration for future conveyances of any or all of said lots, and each and all of which shall always be held and considered as, and have the force and effect of, covenants running with the land, respectively against and in favor of each and all persons who shall from time to time respectively be the owners of the several lots above referred to but said covenants shall not be considered as working forfeiture of title or reversion, and the obligations of said covenants shall be binding on each owner of a lot only while he or she is owner thereof, and not perpetually, but each successive owner of a lot by his or her act of taking title thereto, or exercising ownership thereof, shall thereby assent to all of said conditions, restrictions, easements, rights, covenants, stipulations, and agreements and shall thereby assume and agree to abide by and perform every positive and negative obligation thereof so long as the same shall be in force and effect, to wit:

1. The undersigned corporation shall procure to be presently incorporated under the laws of the State of Indiana, a corporation, not organized for profit, to be named "Indian Lake Improvement Association" (hereinafter designated as the Association) for the purpose of cooperating and assisting the several owners of said platted lots in carrying out the general plan of making said real estate above described a self-regulated residential district and zone, and for the further purpose of taking, owning and holding the lake, dam, parkways, drives, trails, playgrounds, parks and beaches shown and indicated upon the plats of said "Indian Lake First Section," "Indian Lake Second Section," "Indian Lake Third Section," and any replat of said Block J in said "Indian Lake Third Section," for the use in common of the several owners of the lots above referred to in accordance with the provisions hereof, who shall carry out and perform the covenants and obligations herein prescribed and pay all assessments herein provided, Said Association shall have one membership for each lot in said "Indian Lake First Section," "Indian Lake Second Section," "Indian Lake Third Section," and, when and if said Block J in "Indian Lake Third Section" is resubdivided and replatted, one membership for each additional lot into which said Block J, or any part thereof, shall be re-subdivided, and said membership shall be evidenced by certificates numbered to correspond with the numbers of said lots upon said plats, and each owner of any lot shall become the owner of the membership in said Association bearing number corresponding to the number of the lot or lots owned by him or her, and each membership shall pass by deed to said lot and be vested in the grantee named in said deed, and shall be appurtenant to said lot



CHICAGO TITLE

and transferable only to the successive purchasers and owners of said lot. Each membership shall have one vote in all meetings of said Association either in person or by proxy.

2. The undersigned corporation hereby binds itself to convey to said Association, when the same shall be incorporated and organized, all the real estate shown and indicated upon said plats as lake, dams, trails, drives playgrounds, parks, parkways, and beaches, and Blocks A, B, C, D, E, G, H, I, and K, and, when and if said Block J in said "Indian Lake Third Section," or any part thereof, is replatted and re-subdivided, to convey to said Association all parts thereof correspondingly indicated on the recorded plat or plats of such re-subdivision or re-subdivisions, which said real estate shall be held by said Association not only for its own corporate purpose, but also for the common use and benefits of said lot owners, who shall carry out and perform the covenants and obligations herein prescribed and pay all assessments herein provided, their families, friends, and employees but in such manner only and to the end that same shall not be and shall never become public, or subject to public use, except when and as hereinafter expressly provided and reserved and except "Indian Lake Boulevard" shown upon said plats, which said Boulevard has heretofore by said plats been dedicated to the public.

3. Save only as a way of necessity to his or her lot, the owner of any lot who shall have failed to carry out and perform the covenants and obligations herein prescribed, or shall have failed to pay any assessment herein provided, or shall have failed to comply with the by-laws of said Association, shall be debarred from any use by himself, herself, or his or her family, friends, and invitees of all property owned by said Association devoted to a common use herein provided.

4. Each deed to a lot executed by the Indian Lake Development Company shall contain the address of the purchaser of said lot, to which address all notices of any kind required to be sent by said Association to member or owners of lots shall be sent by United States mail, and such notice, when mailed, shall be notice to any subsequent owner or owners of said lot, until and unless such subsequent owners shall file with said Association a change of address, and thereafter all notices shall be sent by United States mail to the latest address so filed with said Association.

5. The undersigned corporation shall procure to be initially provided and by the articles of association thereof; or its by-laws, that said Association shall have, among others, the following powers:



CHICAGO TITLE

- a. To make reasonable rules and regulations for the use of community property by lot owners;
- b. To take title to and own the lake, dam, parkways, drives, trails, playgrounds, parks, and beaches and any other real estate deemed necessary to facilitate the needs of the Association, for such areas owned or to be owned in said subdivision, and in any replat of Block J in said "Indian Lake Third Section," and to co-operate with and assist the several plats in carrying out the general plan of making said subdivisions a self-regulated residential district and zone and to hold, manage, and maintain said property not only for its own corporate purposes, but also for the common use and benefits, of the lot owners in said subdivision, their families, friends and invitees, but in such manner only and to the end that the same shall not be, and shall never become, public or subject to public use;
- c. To provide that the Association shall have the power to authorize and make contracts for the installation, maintenance and operation of service utilities;
- d. To provide for an annual budget of expenditures to be prepared by the directors and submitted to the lot owners which shall include provision for the maintenance, strengthening and repair of the lake dam; clearing and purifying the waters of the lake; improving and maintaining roadways, parkways, drives, trails, playgrounds, beaches and other property of the Association, for improving, installing and maintaining surface drainage; for the planting of trees and shrubbery upon community property; for the cutting of weeds and grass upon community property; for policing, prohibiting nuisances, removing through its own or contractual agencies, all garbage, ashes and solid or liquid refuses from the lots of members in said district or zone and from community property; for construction, purchasing, maintaining and operating any community service; for the payment of salaries or per diem to any person or persons employed by said Association to keep its records or administer its funds for the acquisition of additional property for the common use; for preserving order and doing other things necessary or advisable to keep community property neat and in good repair; for the enforcement of building restrictions and the covenants, stipulations, obligations, agreements, easements reservations, rights, powers and charges herein provided



CHICAGO TITLE

for, or provided for in the declaration of conditions and restrictions executed by Indian Lake Development Company on the 16th of May, 1929, and recorded in Misc. Record 210 at page 218, in the Office of the Recorder of Marion County, Indiana, for the payment of taxes, municipal assessments, and all other governmental charges that may at any time be laid or levied upon or against the property of said Association or said Association itself; and for any and all other purposes deemed necessary or appropriate to protect and promote the general welfare of said community;

- e. To provide that the Board of Directors shall assess and collect from the members of the Association the amount of money fixed in the budget as aforesaid, with the following provision with respect to making and collecting said assessments: Assessments shall be levied uniformly on all lots owned by members of this Association in proportion to the valuation of each lot as assessed at the last assessment date by the public assessing authority. On or about the 1st day of February of each year, the Secretary shall give notice to each member of the amount of the assessment against his or her lot or lots, and each member shall pay the same by June 30th of each year or be in default. All assessments shall be a prior lien on the lots within respect to which said assessments are made in favor of said Association, subject and subordinate only to taxes, municipal liens, and to the lien of any bona fide mortgage upon any lot, and at the option of the Association assessments may be foreclosed in any court of competent jurisdiction by the Association as plaintiff for the amount of the assessment with interest, attorney's fees and costs. Any judgment obtained shall be without relief from valuation or appraisal laws. Each owner of any of said lots from the time of obtaining title thereto shall be held to have covenanted personally to pay to the Association all maintenance fund charges and assessments provided for herein which were due and unpaid at the time he or she obtained title and all such charges and assessments thereafter made or falling due during his or her ownership thereof. Upon demand a certificate shall be issued by the Treasurer of the Association showing the amount of any charges and assessments against any lot, which certificate shall be binding upon the Association, and each member by accepting title to any lot or lots and by accepting membership in the Association shall be held to have vested the Association with the right and power



CHICAGO TITLE

in its own name to fix charges and levy assessments and to prosecute all suits, legal or equitable or otherwise which may, in the opinion of the Association, be necessary or advisable for the collection of such charges and assessments;

- f. Nonpayment of Assessments. Should any member of the Association fail to pay the assessment by June 30th of each year, said delinquent member's privileges granted by this Resolution shall automatically be suspended without further notice. Said suspension shall continue in full force and effect until said member's delinquency in assessment payment is cured by said member. This suspension of privileges applies to the individual member or members, the member's family, guests, successors and assigns, upon suspension, the affected member may not utilize the privileges granted by this Resolution as the guest of another member. Said suspension of privileges shall be revoked, and the affected member's privileges reinstated, upon payment in full of the member's delinquent assessment. Suspension of privileges shall not affect a member's obligations to pay each year's assessment in full. The suspension power granted by this provision is in addition to the other powers granted herein, and shall be used in connection therewith.
- g. To provide that all assessments shall be paid to the Treasurer of the Association and disbursed by him or her upon the order of the Board of Directors for the purposes above named. With the exception of Block J in "Indian Lake Third Section", there shall be no re-platting or re-subdividing of any of the real estate shown and indicated upon those plats identified above as lake, dam, trails, drives, playgrounds, parks, parkways, beaches blocks or lots without the affirmative vote of the owners of not less than seventy-five percent (75%) of all the lots in said Indian Lake Subdivision. Further, no dwelling shall be built on any portion of real estate within the Indian Lake Subdivision consisting of less than one whole lot as shown and indicated upon the above said plats;
- h. To provide that if the owner or owners of any lot or lots shall fail to cut the grass or weeds on any premises owned by them on or before June 15th of each year, then the Board of Directors shall have the right at anytime, after June 15th of each year, without notice and without being a trespasser to enter upon any lot or lots, without reference to the ownership thereof, and cut weeds and



CHICAGO TITLE

grass and levy an assessment against the owner or owners for the cost thereof, which said assessment shall be in addition to the regular assessments for the maintenance fund, and if not paid within thirty (30) days after notice of said work being done, shall be and become a lien on the respective lot or lots in the same manner and subject to the same right of foreclosure as provided with reference to assessments and charges for said maintenance fund;

- i. To provide that in the event of the total or partial destruction of the lake dam, or the permanent lowering of the water level of the lake due to any cause whatever, the Association shall hold a special meeting of members, i.e., lot owners, within sixty (60) days thereafter, giving ten (10) days notice to all members of the time and place of said meeting and unless more than seventy-five per cent (75%) of the votes cast by those present in person or by proxy at said meeting are in opposition to the reconstruction or repair of the dam, or the taking of appropriate steps to restore the waters of said lake, said Association shall proceed immediately with the rebuilding of said dam, or in such other manner as may be required in order to restore the water level of said lake, and for the purpose of this provision the presence of the members owning twenty per cent (20%) of all the lots shall constitute a quorum. The vote shall be upon the single question of whether the dam shall be restored or reconstructed, or measures taken to restore the water level. Upon an affirmative vote being cast, all questions as to the method of reconstruction of the dam, or the restoration of the water level, shall be determined by the Board of Directors of said Association.

As soon as the cost of the reconstruction of the dam, or the restoration of the water level, shall be ascertained, the Association shall enter into a contract with the lowest responsible bidder and notice shall be given to each lot owner setting forth the amount of the assessment to be paid by him or her, which assessment shall be in proportion to the assessed value of his or her lot or lots in the manner hereinbefore provided, and said assessment shall forthwith become due and payments shall be made sixty (60) days after notification of the amount of said assessment. In the event of non-payment of same, said assessment shall become a lien on the property of the defaulting owner in the same manner as charges for maintenance fund, and as provided for above, and shall be



CHICAGO TITLE

subject to foreclosure by said Association in the same manner as herein provided with respect to maintenance charges.

If at any time said lake dam falls into despair or is destroyed, or for any reason the waters of said lake cannot be properly maintained or the vote of the membership of said Association shall be cast in opposition to the repair or reconstruction of said dam, or the taking of steps necessary to maintaining the lake, then the Association shall convert said lake bottom into a park to be used for general park purposes by all owners of lots and assess and collect the cost thereof against said lots in the manner hereinbefore provided, unless by the affirmative vote of seventy-five percent (75%) of the members a different disposal thereof shall be directed;

- j. To provide that any or all the land in which the Association has an interest, may be conveyed in whole or in part upon any terms, traded or otherwise disposed by said Association upon the affirmative vote of not less than seventy-five percent (75%) of the memberships of said Association (i.e.,) the owners of not less than seventy-five percent (75%) of the lots in said subdivision or subdivisions, and the proceeds of such sale may be used for the payments of debts and obligations of the Association and any balance shall be distributed pro-rata according to the assessed value to the owners of lots of said subdivision or subdivisions;
- k. To provide that until no later than December 31, 2021, these by-laws, except by-laws with reference to assessments and liens referred to in Paragraphs 5(e), (f), (g) and (h) above may be amended only by the affirmative vote of the owners of all the lots in said subdivision or subdivisions; and that said by-laws with reference to assessments and liens referred to in Paragraphs 5(e), (f), (g) and (h) may be amended only by the affirmative vote of the owners of not less than seventy-five percent (75%) of all the lots in said subdivision or subdivisions, provided, however, that prior to December 31, 2021, no amendment shall be made which will permit liens senior, superior or ahead of the lien of any bona fide mortgage upon any lot.
- l. To provide that the Board of Directors of said Association shall call a meeting of the members of said

CHICAGO TITLE

Association to be held no later than December 31, 2021, and give thirty (30) days written notice thereof to each lot owner by United States mail, addressed to the last recorded address as provided in the declaration of conditions and restrictions executed on May 16, 1929, by the Indian Lake Development Company and recorded in Misc. Record 210; at page 218, in the Office of the Recorder of Marion County, Indiana, at said meeting each lot owner shall have the right to cast, in person or by proxy, one vote for each lot owned by him or her. At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and that restrictions and/or conditions if any, shall thereafter attach to said lots and the use thereof and what rights and for what purpose, if any said Association shall have to assess lots and lot owners, but no restrictions or conditions upon lots or the use thereof and no right to assess lot owners shall be binding or effective, unless same shall receive the affirmative votes of the owners of not less than sixty-five percent (65%) of said lots, but if same shall receive the affirmative votes of the owners of not less than sixty-five percent (65%) of said lots then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptances of deed or the assertion or exercise of rights of ownership shall constitute an affirmative acceptance of this provision, and an agreement to be bound by the action of the owners of sixty-five per cent (65%) of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

6. USES OF LAKE. All owners of lots shall have the privilege of using said lake for fishing, boating, aquatic and ice sports at their own risk. Neither the undersigned, the Association, its agents, officers or directors, nor any lot owners shall be personally liable for any injury to person or property resulting from the use of said lake, or any of the community property herein referred to. No person shall have the right to land upon the private property of any lot owner, except by his permission or invitation.

7. PROVISIONS RELATING TO ASSOCIATION PROPERTY. Any and all owners of lots, who shall carry out and perform the covenants and obligations herein prescribed and pay the assessments herein provided, the members or their families and personal private



CHICAGO TITLE

guests, shall have and are hereby given and granted free access to and the use of all areas designated as trails, drives, playgrounds, parks, parkways, and beaches upon the plats hereinbefore, referred to, and the privilege to enter upon or into and leave the waters of the waters of said lake along the shores of said parkways, trails, and beaches, and the owners, not abutting on said lake, shall with the permission and approval of the Association, have the right, separately or in conjunction with other owners of said lots, to build suitable piers, landings, racks, docks, or boathouses upon the shores of said parkways and beaches for the tying up or storing of boats owned by them. The privilege to use said Lake and to enter upon or make use of in any manner whatsoever, subject to the limits herein set out, of any property of the Association shall be deemed an easement appurtenant respectively to each lot.

8. LANDINGS, DOCK AND BOATHOUSES. The owners of property bounded on any side or sides by lakeshore water edge shall have the right to extend piers, landing docks, boathouses and other similar structures into said lake to a point not more than twenty-five (25) feet from the lakeshore line, but no person shall build any landing, pier, dock, boathouse or any other structure running or extending more than twenty-five (25) feet from the shore line of said lake, as determined by the dam level, and no posts, stakes or piling shall be driven into the bed of said lake, and no rafts or structures of any character shall be permitted to float thereon unless the same be securely and permanently attached to the shore thereof, and no wires, ropes, fences or other obstruction or any kind shall be run out into the waters of said lake by any lot owner beyond said distance of twenty-five (25) feet. No hunting or shooting on or over said lake shall be permitted.

No boathouse shall be built on the shores of said lake or be permitted to float upon the surface thereof unless the same be of sound and substantial construction and painted, and be firmly attached to and connected with the land owned by the builder thereof, and no boathouse or similar structure shall be designated or used for sleeping or other housing purposes, but the same shall be for the storage of boats only. The Association shall have the right to supervise the construction and maintenance of all structures built, in whole or in part, upon or over said lake or land belonging to said Association.

9. PRIVATE RESIDENCE RESTRICTIONS. All of said lots shall be used for private residence and incidental gardening purposes only, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling being designed and directed for occupation by a single private family, together with appropriate garden houses and private garages for the sole use of



CHICAGO TITLE

the respective owners or occupants of said lots upon which said dwellings, garden houses and garages are erected. Only one dwelling shall be built upon each of said lots. No hotel, boarding house, rooming house, double house, apartment house, flat, mercantile building, factory, sanitarium, undertaking establishments, or place of any sort for the serving of food or refreshments to the public, public garage, dance hall, stable, poultry yard, cess pool, privy or privy vault, or depository of any character for liquid waste, except septic tanks and dry wells connected therewith, and no other structure of any kind, except private residence buildings, private garages and garden houses, as herein provided, shall be erected in or on any lot or lots, and no billboard or sign is painted or erected, in violation hereof, said Association, or the undersigned, or its successors or assigns, or any of them, shall have the right to remove same. No residence shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the Board of Directors of the Association, provided, however, that if said Board fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it, or if no suit to enjoin the erection of such building or the making for such alterations has been commenced prior to the completion thereof; such approval will not be required. --(As amended August 5, 1940, Misc. Rec. 313, p. 1475).

10. DWELLING SIZE RESTRICTIONS. Only one single family dwelling house having a floor area, exclusive of basement, open porches and attics, of not less than one thousand five hundred (1,500) square feet, shall be built or erected on any lot. Every house or structure erected in said subdivision or subdivisions, or upon any lot thereof, shall be completely finished on the outside and all wood surfaces, except roofs, shall be painted at least two coats of paint upon completion.

11. BUILDING LINES RESTRICTIONS. No building whatsoever, or part thereof, of any character, shall be erected or permitted to extend between any street line and the adjacent front yard line shown upon the plat or plats of said subdivision or subdivisions and indicated thereon by dotted line, and no building, or part thereof, except boathouses, docks, piers, landings, diving platforms or other similar structures, shall be erected or permitted within thirty-five (35) feet of the line marked on said plat or plats as "water's edge". No building, or part thereof, other than porches, shall be built within seven (7) feet of any line on any lot, which line does not separate said lot from the street or property of the Association, with a minimum aggregate distance from all such lines of nineteen (19) feet, except detached



CHICAGO TITLE

garages, which may be separated from residences by not less than ten (10) feet, and except that in any case where the same person owns two adjoining lots, such owner may build a residence across the dividing line between said lots or to coincide with or be nearer than seven (7) feet to such dividing line, but in no case shall any residence be erected nearer than fourteen (14) feet to any other residence.

12. DISPOSAL OF SEWAGE, GARBAGE AND REFUSE. No garbage, sewage, ashes, rubbish, waste matter, bottles, cans or refuse of any kind shall be deposited or allowed to accumulate upon any lot or tract of ground within said subdivision or subdivisions, or be dumped or emptied or thrown into the water of Indian Lake, or upon any of the premises owned or controlled by said Association. No lot owner shall discharge any slopes, effluent, sanitary or other liquid waste or drainage from or upon any lot in said subdivision or subdivisions, except through septic tanks, or other sanitary devices of equal effectiveness, and then not above or below the surface of any lot onto or into any other lot or community property, or into the surface drainage system of said subdivision or subdivisions, or into the waters of said lake. No lot owner shall in any manner pollute or discolor or empty any foul or odorous substance or liquid into lake, or into any sources or stream flowing into said lake, but the said Association shall have the right, whenever it shall deem it necessary, to take reasonable and proper steps to clear and purify the water of said lake by the addition of chemicals or substances commonly used for that purpose.

13. SEPTIC TANKS. Until such time as a sanitary sewer system shall have been constructed in the tract, a sanitary septic tank shall be installed for each dwelling erected in the tract. Such septic tank shall be of type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in the tract.

Until an approved public water supply is available in the tract, individual wells will be acceptable, providing the location of same and sufficiency and purity of water supply is approved by the Indiana State Board of Health, in writing.

The approval of the Indiana State Board of Health, regarding the above, must contemplate the location of well and septic tank in relation to each other and must be based on the complete development of the tract with this type of water supply and sewage disposal. (As amended August 5, 1940, Misc. Rec. 313, p. 475).

14. WATER FROM LAKE. No water shall be drained, pumped, or



CHICAGO TITLE

drawn from the lake by any one or more lot owners except by and with the consent of the Board of Directors of said Association duly recorded in the minutes of said Board.

15. WATER SOURCES. No lot owner shall by any act diminish the volume of the normal flow of any spring or streams which naturally feeds or flows into the lake.

16. DAM. The dam shall be under the exclusive control of the Board of Directors of said Association, and no person shall go upon the same, or upon the tract shown and indicated as Block G upon the plat of "Indian Lake Third Section," except as may hereafter be permitted by rules adopted by the Board of Directors of said Association. No lot owner or owners shall commit any act which shall be calculated to, or the normal or natural effect of which will in any manner, weaken or impair the strength or permanency of the dam by which the waters of the lake are confined, or which may result in changing the level of the waters of the lake as established by the height of the spillway at the date of the execution of this instrument.

17. ENFORCEMENT OF RESTRICTIVE PROVISIONS. All restrictive provisions hereof, affecting the use and enjoyment of said lake or any lot or parcel of land within said subdivision, shall run in favor of all of the other owners of lots or other parcels of land within any of said subdivisions, jointly and severally, and in favor of said Association, and may be enforced by them, or either of them in any court of competent jurisdiction by injunction or other appropriate remedy, and in the event of any resort to court proceedings for the enforcement or any of them, the party plaintiff shall be entitled to reasonable attorney's fees against any part or parties adjudged to have violated any of said restrictions. The owner of any lot or other parcel of land within said subdivisions shall have the right to enforce said restrictions without proof of pecuniary damage to his property.

18. PERIOD COVERED BY RESTRICTIONS. All the covenants, stipulations, obligations, agreements, easements, reservations, rights, powers and charges herein contained or provided, except the provisions for assessments and liens in the by-laws referred to in Paragraphs 5(e), (f), (g), and (h) above shall continue until no later than December 31, 2021, and no longer. The provisions in the by-laws with reference to assessments and liens referred to in Paragraph 5(e), (f), (g) and (h) above, until no later than December 31, 2021, may be changed or modified or abandoned by the affirmative vote of the owners of the fee simple title to seventy-five percent (75%) or more of the lots in said subdivision or subdivisions, provided however, that prior to December 31, 2021,



CHICAGO TITLE

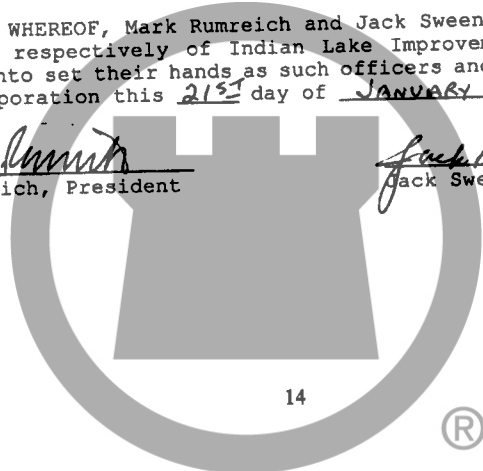
no amendment shall be made which will permit liens senior, superior, or ahead of lien of any bona fide mortgage upon any lot. At the termination of said period ending December 31, 2021, or earlier called date, by the affirmative vote of sixty-five per cent (65%) of the lot owners new restrictions may be created as hereinafter provided.

The Board of Directors of said Association shall call a meeting of lot owners to be held no later than December 31, 2021, and give thirty (30) days written notice thereof to each lot owner by United States Mail, addressed to the last recorded address as herein provided. At said meeting, each lot owner shall have the right to cast, in person, or by proxy, one vote for each lot owned by him or her. At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and what restrictions and/or conditions, if any, shall thereafter attach to said lots and the use thereof and what rights and for what purposes, if any, said Association shall have to assess lots and lot owners but no restrictions or condition upon lots or the use thereof no right to assess lot owners shall receive the affirmative votes of the owners of not less than sixty-five (65%) percent of said lots, but it same shall receive the affirmative votes of the owners of not less than sixty-five (65%) percent of said lots, then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptance of deed or the assertion or exercise of rights of ownerships of the agreements, and an agreement to be bound by the action of the owners of sixty-five (65%) percent of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

IN WITNESS WHEREOF, Mark Rumreich and Jack Sweeney, President and Secretary, respectively of Indian Lake Improvement Association, have hereunto set their hands as such officers and affixed the seal of the corporation this 21st day of JANUARY, 2002.

Mark Rumreich
Mark Rumreich, President

Jack B. Sweeney
Jack Sweeney, Secretary



CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public, in and for said County and State, this the 21st day of January, 2002.

Marjorie U. Crouch
Notary Public
MARJORIE U. CROUCH

My commission expires: 6/29/06
County of Residence: Marion

This instrument was prepared by Clark, Quinn, Moses & Clark, Cameron F. Clark, One Indiana Square, Suite 2200, Indianapolis, Indiana 46204-2011

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CHICAGO TITLE