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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

KESSLER COMMONS

THIS DECLARATION is made this 3rd day of MAY, 1991 by KESSLER COMMONS, L.P., an Indiana limited partnership (the "Developer").

Recitals

1. Developer is the owner of the real estate which is described in Exhibit A attached hereto and made a part hereof (the "Kessler Commons Real Estate" or the "Initial Real Estate").

2. Developer intends to subdivide the Kessler Commons Real Estate into residential Lots.

3. Before so subdividing the Kessler Commons Real Estate, Developer desires to subject the Kessler Commons Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Kessler Commons Real Estate for the benefit of each Owner of any part thereof.

4. Developer further desires to create an organization to which shall be delegated and assigned the powers of maintaining and administering the common areas and certain other areas of the Kessler Commons Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plat of the Kessler Commons Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana and of collecting and disbursing the assessments and charges as herein provided.

5. Developer may from time to time subject additional real estate located within the tract adjacent to the Initial Real Estate, as more particularly described in Exhibit B attached hereto and made a part hereof, to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of the Declaration as herein provided, is hereinafter referred to as the "Real Estate").

NOW, THEREFORE, Developer hereby declares that the Kessler Commons Real Estate is and shall be held, transferred, sold, hypothecated, leased, rented, improved and occupied subject to the following provisions, agreements, covenants, conditions,

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APPROVED 5-6-91  
WASHINGTON TOWNSHIP ASSESSOR  
BY: John Banks Real Estate Deput.

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restrictions, easements, assessments, charges and liens, which shall run with the land and be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in the Kessler Commons Real Estate, or any part thereof.

## ARTICLE I

### DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

1.1 "Association" means Kessler Commons Community Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, and its successors and assigns.

1.2 "Architectural Review Committee" means the architectural review committee established pursuant to Article VI, paragraph 6.1, of this Declaration.

1.3 "Common Areas" means (i) all portions of the Kessler Commons Real Estate (including improvements thereto) shown on any Plat of a part of the Kessler Commons Real Estate which are not located in Lots and which are not dedicated to the public and (ii) all facilities, structures, buildings, improvements, and personal property owned or leased by the Association from time to time. Common areas may be located within a public right-of-way.

1.4 "Common Expenses" means (i) expenses of and in connection with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including (without limitation) expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping not located on a Lot (unless located on a Drainage Easement or unless located on a Landscape Easement located on a Lot to the extent the Association deems it necessary to maintain such Landscape Easement), (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the Drainage Easements, (iii) all judgments, liens and valid claims against the Association (iv) all expenses incurred to procure liability, hazard and any other insurance with respect to the common areas, and (v) all expenses incurred in the administration of the Association.

1.5 "Developer" means Kessler Commons, L.P., an Indiana limited partnership, and any successors and assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder.

1.6 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the later of: (i) the date Developer or its affiliates no longer own any Residence Unit within or upon the Kessler Commons Real Estate, or (ii) the date the Developer or its affiliates no longer own any Lot or real estate within the Kessler Commons Real Estate, but in no event shall the Development Period extend beyond the date seven (7) years after the date this Declaration is recorded.

1.7 "Drainage Easement" mean those areas so designated on a Plat of any part of the Kessler Commons Real Estate.

1.8 "Landscape Easements". The areas of ground so designated on a Plat of any part of the Kessler Commons Real Estate marked "Landscape Easements" are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and the installation and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association, no permanent structure or improvement, including without limitation fences, shall be erected or maintained in or upon said Landscape Easements unless first approved in writing by the Developer or the Association. The Owners of Lots in the Subdivision shall take and hold title to the Lots subject to the Landscape Easements herein created and reserved.

1.9 "Lake Easements" The areas of ground designated on a Plat of any part of the Kessler Commons Real Estate marked "Lake Easements" are hereby created and reserved: (i) for the benefit of the Owners, subject to the rights of the Association to promulgate reasonable rules and regulations (not inconsistent with the provisions of any Plat or this Declaration) governing such use and enjoyment; (ii) for the use of Developer during the Development Period for access to and construction, management and control of retention and detention ponds or lakes and the installation, repair and replacement of improvements thereon. Except as installed by Developer or installed and maintained by the Association, no permanent structure or improvement, including without limitation fences, shall be erected or maintained upon any Lake Easements. No swimming, fishing or ice skating shall be permitted in or on the lakes or ponds located in and upon the Lake Easements. The Owners of Lots in the Subdivision subject to a Lake Easement shall take and hold title to the Lots subject to the Lake Easements herein created and reserved.

1.10 "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Kessler Commons Real Estate.

1.11 "Mortgagee" means the holder of a recorded first mortgage lien on any Lot or Residence Unit.

1.12 "Nonaffiliated Owner" means any Owner other than Developer or any entity related to Developer.

1.13 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, or other residential unit designed for occupancy by one family, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner as used herein shall include Developer so long as Developer shall own any Lot, Residence Unit or any Real Estate in the Kessler Commons Real Estate.

1.14 "Plat" means a duly approved final plat of any part of the Kessler Commons Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.15 "Residence Unit" means any single family home designed for residential occupancy by one family.

1.16 "Utility Easement" means an area so designated on a Plat of any part of the Kessler Commons Real Estate.

## ARTICLE II

### APPLICABILITY

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any other part of the Kessler Commons Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

The Owner of any Residence Unit (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates or a subsequent Owner of the Residence Unit, or (ii) by the act of occupancy of the Residence Unit, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants for himself, his heirs, personal representatives, successors and assigns, with Developer and the Owners from time to time, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

3.1 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Residence Unit, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;

(ii) the right of the Association to fine any Owner or make a special assessment against any Residence Unit or lot in the event a person permitted to use the Common Areas by the Owner of the Residence Unit violates any rules or regulations of the Association as long as such rules and regulations are applied on a reasonable and nondiscriminatory basis;

(iii) the right of the Association to make reasonable regular assessments for use of the Common Areas;

(iv) the right of the Association (after conveyance of the Common Areas to the Association) to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;

(v) the right of the Association to enforce collection of any fines or regular or special assessments through the imposition of a lien pursuant to paragraph 7.7;

(vi) the rights of Developer as provided in this Declaration and in any Plat of any part of the Kessler Commons Real Estate;

(vii) the zoning covenants contained in the Development Statement or zoning commitments for any part of the Kessler Commons Real Estate;

(ix) the terms and provisions of this Declaration;

(x) the easements reserved elsewhere in this Declaration and in any Plat of any part of the Kessler Commons Real Estate; and

(xi) the right of the Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good.

3.2 Permissive Use. Any Owner may permit his family members, guests, tenants or contract purchasers who reside in the Residence Unit to use his right of enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Association and any reasonable nondiscriminatory rules and regulations promulgated by the Association from time to time.

3.3 Conveyance of Common Areas. Upon sixty (60) days notice to the Association, Developer may convey all of its right, title and interest in and to any of the Common Areas to the Association by quitclaim deed, and such Common Areas so conveyed shall then be the property of the Association.

#### ARTICLE IV

##### USE RESTRICTIONS

4.1 Lakes. There shall be no swimming or fishing in or ice skating on any lake, pond, creek or stream on the Kessler Commons Real Estate. The Association shall promulgate rules and regulations with respect to the permitted uses, if any, of the lakes or other bodies of water on the Kessler Commons Real Estate.

4.2 Initial Sale of Units. All initial sales of Residence Units by the Developer or its affiliates shall be to owner-occupants; provided, however, this provision shall not apply to a mortgagee or its successor who acquires the development or a portion thereof through foreclosure or sale in lieu thereof. If any owner-occupant desires to lease his unit such rental shall be pursuant to a written lease with a minimum term of one year and such lease shall provide that the lessee shall be subject to all rules and regulations of the Association.

4.3 Use of Common Areas. The Common Areas shall not be used for commercial purposes.

4.4 Lot Access. All Lots shall be accessed from the interior streets of the Subdivision. No direct access is permitted to any Lot from East Kessler Boulevard or Fall Creek Road.

#### ARTICLE V

##### ASSOCIATION

5.1 Membership. Each Owner, automatically upon becoming an Owner, shall be and become a member of the Association and shall remain a member of the Association so long as he or she owns the Residence Unit.

5.2 Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then be a Class A member). Each Class A member shall be entitled to one (1) vote.

(ii) Class B Members. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot or Residence Unit owned by Developer or its affiliates. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined in paragraph 5.3).

5.3 Applicable Date. As used herein, the term "Applicable Date" shall mean the date when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership.

5.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Residence Unit, all such persons or entities shall be members of the Association, but the single vote in respect of such Residence Unit shall be exercised as the persons or entities holding an interest in such Residence Unit determine among themselves. In no event shall more than one person exercise a Residence Unit's vote under paragraph 5.2 (in the case of Class A membership). No Resident Unit's vote shall be split.

5.5 Board of Directors. The members of the Association shall elect a Board of Directors of the Association as prescribed by the Association's Articles of Incorporation and By-Laws. The Board of Directors of the Association shall manage the affairs of the Association.

5.6 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice of ninety (90) days or less.

5.7 Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to:

(i) Maintenance of the Common Areas including any and all improvements thereon in good repair as the Association deems necessary or appropriate.

(ii) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas as the Association deems necessary or appropriate.

(iii) Maintenance, repair and replacement of all private street signs.

(iv) Replacement of the drainage system in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of the Owner of a Lot subject to a Drainage Easement to keep the portion of the drainage system and Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded.

(v) Maintenance of lake water levels so as not to create stagnant or polluted waters affecting the health and welfare of the community through recirculation of accumulated water or chemical treatment.

(vi) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners, the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable.

(vii) Payment of taxes, if any, assessed against and payable with respect to the Common Areas.

(viii) Assessment and collection from the Owners of the Common Expenses.

(ix) Contracting for such services as management, snow removal, Common Area maintenance, security control, trash removal or other services as the Association deems necessary or advisable.

(x) Enforcing the rules and regulations of the Association and the requirements of this Declaration and the zoning covenants and commitments.

**5.8 Powers of the Association.** The Association may adopt, amend, or rescind, reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments of any regular or special assessments or other charges against any Residence Unit or Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.



**5.9 Compensation.** No director or officer of the Association shall receive compensation for his services as such director or officer except to the extent expressly authorized by a majority vote of the Owners present at a duly constituted meeting of the Association members.

**5.10 Non-Liability of Directors and Officers.** The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

**5.11 Indemnity of Directors and Officers.** The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit, or proceeding by reason of the fact that he is or was a director or officer of the Association, against all costs and expenses, including attorneys' fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any action, suit or proceeding, unless it shall be adjudged in such action, suit or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any director or officer of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of or liable for gross negligence or willful misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors of the Association. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to

repay the amount paid by the Association if it shall ultimately be determined that the Indomnitee is not entitled to indemnification or reimbursement as provided in this paragraph 5.11.

5.12 Bond. The Board of Directors of the Association may provide surety bonds and may require the managing agent of the Association (if any), the treasurer of the Association, and such other officers as the Board of Directors deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors, and any such bond may specifically include protection for any insurance proceeds received for any reason by the Board of Directors. The expense of any such bonds shall be a Common Expense.

## ARTICLE VI

### ARCHITECTURAL REVIEW COMMITTEE

6.1 Creation. There shall be, and hereby is, created and established the Architectural Review Committee to perform the functions provided for herein. At all times during the Development Period, the Architectural Review Committee shall consist of three (3) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the end of the Development Period, the Architectural Review Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the board of Directors of the Association. The Board of Directors may at any time after the end of the Development Period remove any member of the Architectural Review Committee at any time upon a majority vote of the members of the Board of Directors.

6.2 Purposes and Powers of the Architectural Review Committee. The Architectural Review Committee shall approve the external design, appearance and location of residences, buildings, structures or any other improvements placed on any Lot, and the installation and removal of any trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Kessler Commons Real Estate for the benefit of each Owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) In General. No residence, building, structure antenna, fence, deck, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or altered on any Lot and no change shall be made in the exterior color of any

Residence Unit or accessory building located on any Lot without the written approval of the Architectural Review Committee or of the Developer at any time during the Development Period. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Review Committee may require. All plans and drawings submitted to the Architectural Review Committee shall be drawn to a scale of 1" equals 10', or to such other scale as the Architectural Review Committee may require. Unless otherwise specified by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for the Improvement Location Permit shall bear the stamp or signature of the Architectural Review Committee acknowledging the approval thereof.

(ii) Power of Disapproval. The Architectural Review Committee may refuse to approve any application made as required under paragraph 6.2 (i) above (a "Requested Change") when:

(a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the Requested Change to be in violation of any restrictions in this Declaration or in a Plat of any part of the Kessler Commons Real Estate;

(b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent buildings or structures; or

(c) The Requested Change, or any part thereof, would, in the opinion of the Architectural Review Committee, be contrary to the interests, welfare or rights of any other Owner.

(iii) Rules and Regulations. The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations as it may deem necessary or

desirable to guide Owners as to the requirements of the Architectural Review Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in this Declaration or a Plat of any part of the Kessler Commons Real Estate, as long as the same are not inconsistent with this Declaration or such Plat(s).

6.3 Duties of the Architectural Review Committee. If the Architectural Review Committee does not approve a Requested Change within thirty (30) days after all required information on the Requested Change shall have been submitted to it, then such Requested Change shall be deemed denied. One copy of submitted material shall be retained by the Architectural Review Committee for its permanent files.

6.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association nor any agent of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto or for any decision made by it unless made in bad faith or by willful misconduct.

6.5 Inspection. The Architectural Review Committee or its representative may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI and may require any work not consistent with the approved Requested Change, or not approved, to be stopped.

## ARTICLE VII

### ASSESSMENTS

7.1 Purpose of Assessments. The purpose for Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Kessler Commons Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas and any Landscape Easement, Drainage Easement or Lake Easement and the drainage system, (iii) for the performance of the responsibilities and duties and satisfaction of the obligations of the Association and (iv) for such other purposes as are reasonably necessary or specifically provided herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

**7.2 Regular Assessments.** The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Residence Unit at any amount not in excess of the Maximum Regular Assessment as follows:

(i) Until June 1, 1993, the Maximum Regular Assessment on any Residence Unit for any calendar year shall not exceed Six Hundred Dollars (\$600.00).

(ii) From and after June 1, 1993, the Maximum Regular Assessment on any Residence Unit for any calendar year may be increased by not more than fifteen percent (15%) above the Regular Assessment for the previous calendar year without a vote of the members of the Association as provided in the following subparagraph (iii).

(iii) From and after June 1, 1993, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.

(iv) Each Residence Unit shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

**7.3 Special Assessments.** In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repaving or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs, or to recover any deficits (whether from operations or any other loss) which the Association may from time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose.

**7.4 No Assessment against Developer during the Development Period.** Neither the Developer nor any related entity shall be assessed any portion of any Regular or Special Assessment during the Development Period.

**7.5 Date of Commencement of Regular or Special Assessments; Due Dates.** The Regular Assessment or Special Assessment, if any, shall commence as to each Residence Unit on the earlier of the following dates:

(1) the first day of the first calendar month following the first conveyance of such Residence Unit to a Nonaffiliated Owner who is not a builder at Kessler Commons; or

(ii) the first day of the sixth month following the conveyance of such Lot to a builder other than Developer or its affiliates.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Association. The Board of Directors may provide for reasonable interest and late charges on past due instalments of assessments.

#### 7.6 Failure of Owner to Pay Assessments.

(1) No Owner may exempt himself from paying Regular Assessments and Special Assessments or from contributing toward the Common Expenses and toward any other expense lawfully agreed upon by nonuse of the Common Areas or by abandonment of the Residence Unit or Lot belonging to him. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment on the Owner's Residence Unit or Lot may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any assessment (or a periodic installment of an assessment, if applicable) when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Residence Unit or Lot, costs and expenses

of such action incurred (including, but not limited to, reasonable attorneys' fees) and interest from the date such assessments were due, until paid.

(ii) Notwithstanding anything contained in this paragraph 7.6 or elsewhere in this Declaration, any sale or transfer of a Residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Residence Unit, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor.

7.7 Creation of Lien and Personal Obligation. Each Owner (other than the Developer during the Development Period or a Builder during the period ending on the date defined in paragraph 7.5) of a Residence Unit or Lot by acceptance for itself and related entities of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association for his obligation for (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Residence Unit or Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Residence Unit or Lot, in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Residence Unit at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Residence Unit) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Residence Unit, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or

Special Assessments or other charges against the Residence Unit or Lot. Such statement shall be binding upon the Association as of the date of such statement.

## ARTICLE VIII

### INSURANCE

**8.1 Casualty Insurance.** The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage". The Association shall also insure any other property, whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy shall name the Association as the insured. The insurance policy or policies shall, if possible, contain provisions that (i) the insurer waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, and all Owners and their respective agents and guests and (ii) waives any to payment defense based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

**8.2 Liability Insurance.** The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (1,000,000) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and shall insure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Kessler Commons Real Estate and the Developer.

**8.3 Other Insurance.** The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to, workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, officers' and directors' liability insurance.

**8.4 Miscellaneous.** The premium for the insurance described above shall be paid by the Association as part of the Common Expenses.



ARTICLE IX

MAINTENANCE

9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a Special Assessment against such Lot and the owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

9.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association is required to maintain hereunder, the Association shall repair or replace the same from the insurance to the extent of the availability of such insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners (other than Developer or its related entities) to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas if, due to the willful, intentional or negligent acts or omissions of any Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner and his Residence Unit

and/or Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

## ARTICLE X

### MORTGAGES

10.1 Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults, if any, of the Owner of a Residence Unit or Lot, in the performance of the Owner's obligations under this Declaration or any other applicable documents.

10.2 Notice to Association. Any Mortgagee who holds a first mortgage lien may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of the Mortgagee. A record of the Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to the Mortgagee at the address shown in such record in the time provided. Unless notification of a Mortgage and the name and address of the Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.3 Mortgagees' Rights Upon Default by Association. If the Association fails (i) to pay taxes or the charges that are in default and that have or may become charges against the Common Areas; or (ii) to pay on a timely basis any premium on hazard insurance policies on Common Areas or to secure hazard insurance coverage for the Common Area upon lapse of a policy, then the Mortgagee on any Lot or Residence Unit may make the payment on behalf of the Association.

## ARTICLE XI

### AMENDMENT

11.1 By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

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

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

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the vote required by paragraph 11.1 (iv) at a meeting of the members of the Association duly called and held in accordance with the provisions of the By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than sixty-seven percent (67%) in the aggregate of all Owners; provided, however, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity related to Developer owns any Lot or Residence unit, within and upon the Kessler Commons Real Estate. In the event any Residence Unit is subject to a first mortgage, the Mortgagees shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.2.

(v) Mortgagees' Vote on Special Amendments. No amendments to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 601.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide, or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, or which would be deemed to require the first mortgagee's consent under the Freddie Mac Sellers' and Servicers' Guide, Vol. 1, Section 2103(d) without the written approval of at least sixty-seven percent (67%) of the Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.2.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if the Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee) or if the Mortgagee does not send its written objection to the proposed amendment prior to such meeting. In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the

Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagee of the time limitation contained in this sentence.

11.2 By the Developer. Developer hereby reserves the right, so long as Developer or any entity related to Developer owns any Lot or Residence Unit within and upon the Kessler Commons Real Estate, to make any amendments as may be necessary to this Declaration deemed necessary or appropriate by Developer, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, including without limitation: in order to bring Developer or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; to conform with zoning covenants and conditions, or to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided that in no event shall Developer be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, nor which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

11.3 Recording. Each amendment to this Declaration shall be executed by Developer only in any case where Developer has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President and Secretary of the Association; provided that any amendment requiring the consent of Developer shall contain Developer's signed consent. All amendments shall be recorded in the office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Kessler Commons Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, or zoning covenants shall be grounds for an action by Developer, the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to

violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Developer, any Owner nor the Association shall be liable for damages of any kind to any person for failing to enforce any such covenants, conditions or restrictions.

**12.2 Delay or Failure to Enforce.** No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Kessler Commons Real Estate shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations.

**12.3 Duration.** These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Kessler Commons Real Estate, or any part thereof, and on all persons claiming under them, until December 31, 2005, and thereafter shall continue automatically until terminated or modified by vote in the majority of all Owners at any time thereafter; provided, however, that no termination of this Declaration shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

**12.4 Severability.** Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

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

**12.6 Applicable Law.** This Declaration shall be governed, interpreted, construed and regulated by the laws of the State of Indiana.

**12.7 Annexation.** Additional land within the tract described in the attached Exhibit B may be annexed by Developer to the Real Estate (and from and after such annexation shall be deemed part thereof for all purposes of this Declaration) by execution and recordation in the office of the Recorder of Marion County, Indiana, of a supplemental declaration by Developer; and such action shall require no approvals or action of the Owners.

**12.8 Government Financing Entities' Approval.** If there is Class B membership in the Association and if there is financing provided for any of the Kessler Commons Real Estate by the Federal Housing Administration, Veterans Administration, Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association, and any of these entities requires that their consent be obtained prior to amending this Declaration or dedicating the Common Areas subject to this Declaration, then while there is Class B Membership the Developer and the Association must obtain the consent of such entity. If none of the Kessler Commons Real Estate is financed by any of such entities, then the Developer, while there is Class B Membership, or the Association may amend this Declaration or dedicate any Common Areas without obtaining the consent of the above referenced entities.

### XIII

#### DEVELOPER'S RIGHTS

**13.1 Access Rights.** Developer hereby declares, creates and reserves an access license over and across all the Kessler Commons Real Estate (subject to the limitations hereinafter provided in this paragraph 13.1) for the use of Developer and its representatives, agents, contractors, and affiliates during the Development Period. Notwithstanding the foregoing, the area of the access license created by this paragraph 13.1 shall be limited to that part of the Kessler Commons Real Estate which is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement properly located on the Kessler Commons Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

**13.2 Signs.** Developer shall have the right to use signs of any size during the Development Period and shall not be subject to the Plat limitations with respect to signs during the Development Period, except as applicable to the development statement and zoning commitments on the property.

**13.3 Architectural and Other Changes.** The Developer or any entity related to the Developer shall have the right to constructor change any building, improvement or landscaping on the Kessler Commons Real Estate without obtaining the approval of the Architectural Review Committee at any time during the Development Period. The Developer's right to proceed without approval of the Architectural Review Committee shall extend, without limitation, to any construction, installation, painting or repainting of any residence, building, structure, or other improvement on the Kessler Commons Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Kessler Commons Real Estate at any time during the Development Period.

**13.4 Sales Offices and Models.** Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Kessler Commons Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, Developer, any entity related to Developer and any other person or entity with the prior written consent of Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Kessler Commons Real Estate owned by Developer or such person or entity as, in the sole opinion of Developer, may be reasonably required or convenient or incidental to the development of the Kessler Commons Real Estate and the sale of Lots and the construction of residences thereon. Such facilities may include, without limitation, storage areas, parking areas, signs, model residences, construction offices and sales offices.

IN WITNESS WHEREOF, this Declaration has been executed by Developer as of the date first above written.

By: Kessler Commons, L.P.

By: Davis Development Kessler  
Fall Creek, Inc., general  
partner

By:   
C. Richard Davis  
President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared C. Richard Davis, President of Davis Development - Kessler Fall Creek, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Kessler Commons.

WITNESS my hand and Notarial Seal this 3rd day of May, 1991.

Deborah L. Scassa  
Signature

Deborah L. Scassa  
Printed NOTARY PUBLIC

My Commission Expires: 12/12/1992

County of Residence: Marion

This instrument was prepared by Robert A. Rose, KLINEMAN, ROSE, WOLF and WALLACK, P.C., 135 N. Pennsylvania Street, Suite 2100, Indianapolis, IN 46204 (317) 264-5000.



EXHIBIT "A"

LAND DESCRIPTION - KESSLER COMMONS - SECTION I

Part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana described as follows:

Commencing at the Northwest corner of said Quarter Section; thence on an assumed bearing of North 89 degrees 38 minutes 03 seconds East along the North line thereof a distance of 1452.09 feet to the Southwest corner of Lot 112 in Devonshire, Second Section, the plat of which is recorded in Plat Book 29, Page 437 in the Office of the Recorder of Marion County; thence South 00 degrees 21 minutes 57 seconds East perpendicular to said North line a distance of 687.30 feet; thence South 89 degrees 24 minutes 03 seconds West a distance of 774.20 feet; thence South 00 degrees 35 minutes 57 seconds East a distance of 100.00 feet; thence North 89 degrees 24 minutes 03 seconds East a distance of 5.11 feet; thence South 00 degrees 35 minutes 57 seconds East a distance of 139.35 feet to the Point of Beginning; thence continuing South 00 degrees 35 minutes 57 seconds East a distance of 564.54 feet to a point 50.00 feet perpendicular North of the centerline of Kessler Boulevard; thence North 89 degrees 27 minutes 13 seconds East parallel with said centerline a distance of 1016.33 feet; thence North 00 degrees 32 minutes 47 seconds West perpendicular to said centerline a distance of 309.43 feet; thence North 89 degrees 27 minutes 13 seconds East parallel with said centerline a distance of 382.52 feet to the centerline of Fall Creek Road; thence North 06 degrees 31 minutes 51 seconds East along said centerline a distance of 299.72 feet; thence South 89 degrees 38 minutes 03 seconds West 283.27 feet; thence South 69 degrees 54 minutes 17 seconds West 111.55 feet; thence North 88 degrees 37 minutes 42 seconds West 90.98 feet to the West line of Common Way (the next three courses are along said West line); thence South 02 degrees 56 minutes 43 seconds West 55.55 feet to the point of curvature of a curve to the right having a radius of 175.00 feet, the radius point of said curve bears North 87 degrees 03 minutes 17 seconds West from said point; thence Southwesterly along said curve 137.44 feet to the point of tangency thereof, said point bears South 42 degrees 03 minutes 17 seconds East from said radius point; thence South 47 degrees 56 minutes 43 seconds West 69.95 feet; thence North 42 degrees 45 minutes 12 seconds West 209.75 feet; thence North 68 degrees 22 minutes 44 seconds West 86.99 feet; thence South 89 degrees 24 minutes 03 seconds West 299.82 feet; thence South 82 degrees 09 minutes 24 seconds West 34.86 feet; thence South 56 degrees 26 minutes 52 seconds West 108.69 feet; thence North 84 degrees 09 minutes 46 seconds West 125.84 feet; thence North 43 degrees 45 minutes 11 seconds West 102.89 feet to the place of beginning, containing 14.32 acres, more or less.

The above description is based on a survey by Schneider Engineering, Inc. dated March 29, 1990, and recorded on May 30, 1990 Instrument Number 90-52567 in the Office of the Recorder of Marion County, Indiana.

910043756

EXHIBIT "B"

LAND DESCRIPTION - KEBBLER COMMONS - SECTION II

Part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana described as follows:

Commencing at the Northwest corner of said Quarter Section; thence on an assumed bearing of North 89 degrees 38 minutes 03 seconds East along the North line thereof a distance of 1452.09 feet to the Southwest corner of Lot 112 in Devonshire, Second Section, the plat of which is recorded in Plat Book 29, page 437 in the Office of the Recorder of Marion County; thence South 00 degrees 21 minutes 57 seconds East perpendicular to said North line a distance of 330.00 feet to the Point of Beginning; thence parallel with said North line North 89 degrees 38 minutes 03 seconds East 773.66 feet to the centerline of Fall Creek Road, said point being on a curve to the left having a radius of 954.93 feet, the radius point of said curve bears South 66 degrees 38 minutes 37 seconds East from said point; thence Southwesterly along said curve 280.33 feet to the point of tangency of said curve, said point bears North 83 degrees 28 minutes 09 seconds West from said radius point; thence continuing along said centerline South 06 degrees 31 minutes 51 seconds West 265.44 feet; thence South 89 degrees 38 minutes 03 seconds West 283.27 feet; thence South 69 degrees 54 minutes 17 seconds West 111.55 feet; thence North 88 degrees 37 minutes 42 seconds West 90.98 feet to the West line of Common Way (the next three courses are along said West line); thence South 02 degrees 56 minutes 43 seconds West 33.55 feet to the point of curvature of a curve to the right having a radius of 175.00 feet, the radius point of said curve bears North 87 degrees 03 minutes 17 seconds West from said point; thence Southwesterly along said curve 137.44 feet to the point of tangency thereof, said point bears South 42 degrees 03 minutes 17 seconds East from said radius point; thence South 47 degrees 56 minutes 43 seconds West 69.95 feet; thence North 42 degrees 45 minutes 12 seconds West 209.75 feet; thence North 68 degrees 22 minutes 44 seconds West 86.99 feet; thence South 89 degrees 24 minutes 03 seconds West 299.82 feet; thence South 82 degrees 09 minutes 24 seconds West 34.86 feet; thence South 56 degrees 26 minutes 52 seconds West 108.69 feet; thence North 84 degrees 09 minutes 46 seconds West 125.84 feet; thence North 43 degrees 45 minutes 11 seconds West 102.89 feet; thence North 00 degrees 35 minutes 57 seconds West 139.35 feet; thence South 89 degrees 24 minutes 03 seconds West 5.11 feet; thence North 00 degrees 35 minutes 57 seconds West 100.00 feet; thence North 89 degrees 24 minutes 03 seconds East 774.20 feet; thence North 00 degrees 21 minutes 57 seconds West perpendicular to the North line of said Quarter Section 337.30 feet to the place of beginning, containing 14.74 acres, more or less.

91-43756

9100-13756

CROSS REFERENCE

910043757

930  
9  
MAY JOHN R. VON ARX  
MAY 9 1991  
DULY RECORDED FOR  
ACCORDANCE WITH  
MARION COUNTY RECORDS

MAY -9 PM 1:30  
JOAN H. JOHNSON  
MARION COUNTY RECORDER

PLAT COVENANTS AND RESTRICTIONS  
KESSLER COMMONS  
SECTION I

The undersigned, KESSLER COMMONS, L.P., an Indiana limited partnership (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Kessler Commons - Section I, which is filed of record May 3, 1991 in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in such Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Kessler Commons - Section I". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in a Declaration of Covenants, Conditions and Restrictions of Kessler Commons, dated May 3, 1991, and recorded on May 3, 1991 as Instrument No. 91-43756, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of Kessler Commons Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the greatest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY - The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

APPROVED 5-6-91  
WASHINGTON TOWNSHIP ASSESSOR  
BY: Jaym Banks Real Estate

2. UTILITY AND DRAINAGE EASEMENTS - There are areas of ground on the plat marked "Utility Easements" and "Drainage Easements," either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The owner of any Lot in the Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and approval of the Developer. The delineation of the Utility Easement and Drainage Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 2. No permanent structures or improvements, including without limitation decks, patios and fences of any kind, shall be erected or maintained upon said easements. The owners of Lots in the Subdivision shall take and hold title to the Lots subject to the Utility Easements and Drainage Easements herein created and reserved.

3. BUILDING SET - FRONT, BACK AND SIDE YARD EASEMENTS - Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front or rear lot line (as the case may be) of said Lot. The setback lines may vary in depth from the minimum as designated on the Plat. The minimum front setback shall be fifteen (15) feet from the right of way to the living area and twenty (20) feet to the garage opening. The minimum rear yard setback shall be twenty (20) feet. Except as otherwise shown on the Plat, the minimum front Lot width at the designated setback shall be at least fifty (50) feet, except on the cul-de-sac Lots, which shall be at least forty-five (45) feet at the designated setback. The minimum lot area shall be 4500 square feet. In addition, no building or structure shall be erected or maintained closer to any side Lot line of any Lot than zero (0) feet. No building or

n a Lot shall be located any closer than (10) feet to any other building, whether or not located on an adjacent Lot. If a residential building is constructed on any Lot within three (3) feet of the side Lot line, then a Side Yard Easement shall exist on that portion of the adjoining Lot which is within six (6) feet of any part of the residential building on the abutting Lot. Utility companies and service people shall have an easement for access over any Side Yard Easement to the extent reasonably necessary to service, repair or replace any utility lines or facilities located therein or on an adjoining Lot where access is necessary over the Side Yard Easement. If a residential building is not located within three (3) feet of the Lot line, then there shall not be any Side Yard Easement on the adjoining Lot. No structure shall be built within such Side Yard Easement, provided that decks, fences, patios, walkways, landscaping, public utilities, cable TV and other ground level improvements may be constructed within the Side Yard Easement. In addition, the owner of the Lot which abuts the Side Yard Easement shall have the right to pass over any part of the Side Yard Easement which is within four (4) feet of such Owner's residential building for the purpose of obtaining access to his or her building for the purpose of painting, repairing or maintaining such building. Where two (2) or more contiguous Lots are used as a site for a single family dwelling this side yard restriction shall apply to the combined Lots as if they were a single Lot.

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

5. RESIDENTIAL UNIT SIZE - No residence constructed on a Lot in the Subdivision shall have less than one thousand and three hundred (1300) square feet of floor area, exclusive of garages, carports and open porches, and the overall average of all units in the entire Subdivision shall be one thousand five hundred (1500) square feet. The minimum main (first floor) living area of any building higher than one story shall be nine hundred (900) square feet. Each Residential Unit shall include a connected two-car enclosed garage.

6. RESIDENTIAL UNIT USE - All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on said Lots, and no business may be conducted on any part thereof, other than the home occupations expressly permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

7. ACCESSORY AND TEMPORARY BUILDINGS - No trailers, shacks, outhouses or detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot in the Subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

8. TEMPORARY STRUCTURES - No trailer, shack, tent, boat, recreational vehicle, basement garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

9. HUISANCES - No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any Lot in the Subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot in the Subdivision, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

10. VEHICLE PARKING - No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any Lot in the Subdivision in open public view. No vehicles shall be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

11. SIGNS - No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale or rent, and except that Developer and its affiliates and designees may use larger signs during the sale and development of the Subdivision.

12. MAILBOXES - All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

13. GARBAGE AND REFUSE DISPOSAL - Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate house construction during the Development Period. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage, and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. No rubbish, garbage or other waste shall not be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury out of doors any garbage or refuse.

14. STORAGE TANKS - Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a garage or house such that they are completely concealed from public view and shall comply with all applicable laws and regulations.

15. WATER SUPPLY AND SEWAGE SYSTEMS - No private or semi-private water supply and/or sewage disposal system may be located upon any Lot in the Subdivision. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any Lot. No private or semi-private water supply wells may be utilized on any Lot or common area for irrigation or for replenishing water supply systems.

16. DITCHES AND SWALES - All owners shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

17. DRIVEWAYS - Each driveway in the Subdivision shall be of concrete or asphalt material.

18. ANTENNA AND SATELLITE DISHES - No antenna in the Subdivision shall exceed five (5) feet above a roof peak. No satellite dishes shall be permitted in the Subdivision.

19. AWNINGS - No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision.

20. FENCING - Any fencing permitted to be used in the Subdivision must be wooden and shall not be higher than six (6) feet. Chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to approval by the Architectural Review Committee.

21. SWIMMING POOLS - No above-ground swimming pools shall be permitted in the Subdivision.

22. SOLAR PANELS - No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

23. OUTSIDE LIGHTING. All outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for downward projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

24. VIOLATION - Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof) or any person or entity having any right, title or interest in a Lot in the Subdivision, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

25. METROPOLITAN DEVELOPMENT COMMISSION - The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained herein other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-A0-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

26. AMENDMENT - These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots or Residence Units in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment of these covenants and restrictions shall require the prior



written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without the written consent thereto by such utility. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

27. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until December 31, 2005, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots or Residence Units in the Subdivision; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto in writing.

28. SEVERABILITY. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions of this Plat, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 2nd day of May, 1991.

By: Kessler Commons, L.P.


By: Davis Development - Kessler Fall  
Creek, Inc., general partner

By:   
C. Richard Davis  
President

STATE OF INDIANA )  
 )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Davis Development - Kessler Fall Creek, Inc., an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 3rd day of May, 1991.

  
Notary Public  
Deborah H. Seaso  
Printed

My commission expires:

12/12/92

I am a resident of  
Marion County, Indiana.

THIS INSTRUMENT PREPARED BY  
ROBERT A. ROSE

910043757

EXHIBIT "A"

LAND DESCRIPTION - KESSLER COMMONS -- SECTION I

Part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana described as follows:

Commencing at the Northwest corner of said Quarter Section; thence on an assumed bearing of North 89 degrees 38 minutes 03 seconds East along the North line thereof a distance of 1452.09 feet to the Southwest corner of Lot 112 in Devonshire, Second Section, the plat of which is recorded in Plat Book 29, Page 437 in the Office of the Recorder of Marion County; thence South 00 degrees 21 minutes 57 seconds East perpendicular to said North line a distance of 687.30 feet; thence South 89 degrees 24 minutes 03 seconds West a distance of 774.20 feet; thence South 00 degrees 35 minutes 57 seconds East a distance of 130.00 feet; thence North 89 degrees 24 minutes 03 seconds East a distance of 5.11 feet; thence South 00 degrees 35 minutes 57 seconds East a distance of 139.35 feet to the Point of Beginning; thence continuing South 00 degrees 35 minutes 57 seconds East a distance of 564.54 feet to a point 50.00 feet perpendicular North of the centerline of Kessler Boulevard; thence North 89 degrees 27 minutes 13 seconds East parallel with said centerline a distance of 1016.33 feet; thence North 00 degrees 32 minutes 47 seconds West perpendicular to said centerline a distance of 309.43 feet; thence North 89 degrees 27 minutes 13 seconds East parallel with said centerline a distance of 382.52 feet to the centerline of Fall Creek Road; thence North 06 degrees 31 minutes 51 seconds East along said centerline a distance of 299.72 feet; thence South 89 degrees 38 minutes 03 seconds West 383.27 feet; thence South 69 degrees 54 minutes 17 seconds West 111.55 feet; thence North 88 degrees 37 minutes 42 seconds West 90.98 feet to the West line of Common Way (the next three courses are along said West line); thence South 02 degrees 56 minutes 43 seconds West 55.55 feet to the point of curvature of a curve to the right having a radius of 175.00 feet, the radius point of said curve bears North 87 degrees 03 minutes 17 seconds West from said point; thence Southwesterly along said curve 137.44 feet to the point of tangency thereof, said point bears South 42 degrees 03 minutes 17 seconds East from said radius point; thence South 47 degrees 56 minutes 43 seconds West 69.95 feet; thence North 42 degrees 45 minutes 12 seconds West 209.75 feet; thence North 68 degrees 22 minutes 44 seconds West 86.99 feet; thence South 89 degrees 24 minutes 03 seconds West 299.82 feet; thence South 82 degrees 09 minutes 24 seconds West 34.86 feet; thence South 56 degrees 26 minutes 52 seconds West 108.69 feet; thence North 84 degrees 09 minutes 46 seconds West 125.84 feet; thence North 43 degrees 45 minutes 11 seconds West 102.89 feet to the place of beginning, containing 14.32 acres, more or less.

The above description is based on a survey by Schneider Engineering, Inc. dated March 29, 1990, and recorded on May 30, 1990 Instrument Number 90-52567 in the Office of the Recorder of Marion County, Indiana.

910043757

APPROVED 3-31-92 CROSS REFERENCE  
BY: Washington Township Assoc  
80050 Real Estate L.A.

JOHN R. VON ARK  
RECORDER  
MAR 31 1992 007938  
RECORDER

FIRST SUPPLEMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF KESSLER COMMONS

920037162

This First Supplement is made this 28<sup>th</sup> day of JANUARY, 1992,  
by Kessler Commons, L.P., an Indiana limited partnership (the  
"Developer").

RECITALS

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto (the "Additional Real Estate").

2. Developer executed that certain Declaration of covenants, Conditions and Restrictions of Kessler Commons, on May 3, 1991, and recorded the same on May 9, 1991 as Instrument No. 91-43756 in the Office of the Recorder of Marion county, Indiana (the "Declaration").

3. Developer reserved in the Declaration the right from time to time, acting alone, to subject certain additional real estate located within the tract described in Exhibit B to the recordation in the office of the Recorder of Marion County, of a supplemental declaration so annexing all or any part of such real estate to the "Real Estate" (as such term is defined in the Declaration).

4. The Additional Real Estate constitutes a part of the land described in Exhibit B to the Declaration.

NOW, THEREFORE, Declarant, in accordance with the rights reserved in the Declaration, makes this First Supplement as follows:

1. Definitions. All terms used in this First Supplement not otherwise defined in this First Supplement shall have the meanings set forth in the Declaration, as the same may be amended or supplemented from time to time as therein provided. Accordingly, the Additional Real Estate shall hereafter for all purposes be included in the definition of Real Estate in the Declaration, as the same may be amended or supplemented from time to time as therein provided.

2. First Supplement to Declaration. Developer hereby expressly declares that the Additional Real Estate, together with all improvements of every kind and nature whatsoever located thereon, shall be annexed to the Real Estate and be subjected to provisions of the Declaration, as the same may be amended or

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supplemented from time to time as therein provided, and that the Real Estate is hereby expanded to include the Additional Real Estate, all as if the same had originally been included in the Declaration. The Additional Real Estate shall be hereafter held, transferred, sold conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to all of the provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens of the Declaration, as the same may be amended or supplemented from time to time as therein provided.

3. Effect of Covenants. All such provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, shall be covenants running with the land and shall be binding upon, and inure to the benefit of Developer and any other person or entity having any right, title or interest in the Real Estate or any part thereof.

4. Declaration Continuous. Except as expressly supplemented by this First Supplement, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, this First Supplement to Declaration has been executed by Developer as of the date first above written.

KESSLER COMMONS, L.P., an  
Indiana limited partnership

By: Davis Development, L.P.,  
general partner

By: Davis Development, Inc.,  
general partner

By:   
C. Richard Davis  
President

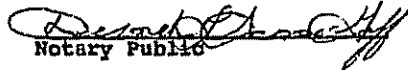


Prepared by: C. Richard Davis, President of Davis Development, Inc., 8250 Haverstick Road, Suite 290, Indianapolis, Indiana 46240.

STATE OF INDIANA )  
 )SS:  
COUNTY OF \_\_\_\_\_

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Davis Development, Inc., who acknowledged the execution of the foregoing First Supplement to Declaration of Covenants, Conditions and Restrictions of Kessler Commons on behalf of said corporation.

WITNESS my hand and Notarial Seal this 28th day of January, 1992.

  
Notary Public

Deborah L. Scarso-Goff  
Printed Name

My Commission Expires:

12/12/92

Residing in

Martin County

920037162

EXHIBIT "A"

Legal Description  
KESSLER COMMONS SECTION TWO

Part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana described as follows:

Commencing at the Northwest corner of said Quarter Section; thence on an assumed bearing of North 89 degrees 38 minutes 03 seconds East along the North line thereof a distance of 1452.09 feet to the Southwest corner of Lot 112 in Devonshire, Second Section, the plat of which is recorded in Plat Book 29, page 437 in the Office of the Recorder of Marion County; thence South 00 degrees 21 minutes 57 seconds East perpendicular to said North line a distance of 350.35 feet to the Southeasterly corner of Devonshire Fourth Section as recorded in Plat Book 31, page 307, said corner also being the Point of Beginning; thence parallel with said North line and along the South line of Devonshire fourth Section North 89 degrees 38 minutes 03 seconds East 773.50 feet to the centerline of Fall Creek Road, said point being on a curve to the left having a radius of 954.93 feet, the radius point of said curve bears South 66 degrees 40 minutes 21 seconds East from said point; thence Southwesterly along said curve 279.94 feet to the point of tangency of said curve, said point bears North 83 degrees 28 minutes 09 seconds West from said radius point; thence continuing along said center line South 06 degrees 31 minutes 51 seconds West 265.44 feet; thence South 89 degrees 38 minutes 03 seconds West 283.27 feet; thence South 69 degrees 54 minutes 17 seconds West 111.55 feet; thence North 88 degrees 37 minutes 42 seconds West 90.98 feet to the West line of Common Way (the next three courses are along said West line); thence South 02 degrees 56 minutes 43 seconds West 55.55 feet to the point of curvature of a curve to the right having a radius of 175.00 feet, the radius point of said curve bears North 87 degrees 03 minutes 17 seconds West from said point; thence Southwesterly along said curve 137.44 feet to the point of tangency thereof, said point bears South 42 degrees 03 minutes 17 seconds East from said radius point; thence South 47 degrees 56 minutes 43 seconds West 69.95 feet; thence North 42 degrees 45 minutes 12 seconds West 209.75 feet; thence North 68 degrees 22 minutes 44 seconds West 86.99 feet; thence South 89 degrees 24 minutes 03 seconds West 299.82 feet; thence South 82 degrees 09 minutes 24 seconds West 34.6 feet; thence South 56 degrees 26 minutes 52 seconds West 108.69 feet; thence North 84 degrees 09 minutes 46 seconds West 125.84 feet; thence North 43 degrees 45 minutes 11 seconds West 102.89 feet to the West line of Tract Four as described in a deed from American Fletcher to Washington Township Schools, December 28, 1959 (D.R. 1787, page 21), thence along said West line North 00 degrees 35 minutes 57 seconds West 139.35 feet; thence South 89 degrees 24 minutes 03 seconds West 0.79 feet to the East line of a deed from Jacob C.P. Negley to John Negley, September 6, 1850 (L.R. X page 634); thence along said East line North 00 degrees 05 minutes 55 seconds East 100.00 feet; thence along the South line of Devonshire fourth Section North 89 degrees 25 minutes 46 seconds East 768.66 feet; thence North 00 degrees 21 minutes 57 seconds West perpendicular to the North line of said Quarter Section 337.33 feet to the place of beginning, containing 14.72 acres, more or less.

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The above description is based on a survey performed under my direction during August, 1991. The North line of the Section is marked by a 9-5/8 inch rebar at it's west end, and it's east end is a calculated position based on the plat of Lake Kesslerwood. The uncertainty of this line is 0.5 feet for it's west end and at least 1.00 feet at it's east end. The centerline of Fall Creek Road is based on the plat of Lake Kesslerwood. The southerly lines of this plat adjoin and are the same as the Northerly lines of Kessler Commons, Section One.

The Northerly lines of this tract are the Southerly lines of Devonshire Fourth Section as established by concrete monuments found and believed to be the original monuments for that subdivision. The west line of the tract was established by using the West line of Tract 4 as described in a deed from American Fletcher Bank to Washington Township Schools recorded December 28, 1959 in D.R. 1787, page 21, and the East line of a tract of land from Jacob C.P. Negley to John Negley and recorded September 6, 1850 in L.R. X, page 634, which is the senior deed affecting the placement of property lines along this tract throughout the past years. There have been gaps created by deeds issued since 1850 due to changes in the descriptions within them. The detail on the within plat shows the current width of the gaps and who would be the historic owner of the hiatus.

This survey is in part based upon and contained within the area of a survey by Schneider Engineering dated March 29, 1990, and recorded May 30, 1990, in Instrument #90-52567 in the Office of the Recorder of Marion County, Indiana. The Schneider survey indicated gaps, and outlines other problems based on current deeds. The within survey and additional research by Paul I. Cripe, Inc. was performed in order to identify the source(s) of these problems and who is the last owner in the chain of title to hold the areas identified as gaps as is outlined above. The above description is based on those findings and other circumstances affecting the probable location of the boundaries of this subdivision.

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APPROVED CROSS REFERENCE  
WASHINGTON 3-31-99  
BY: [Signature] BOARD  
Real Estate Assessor

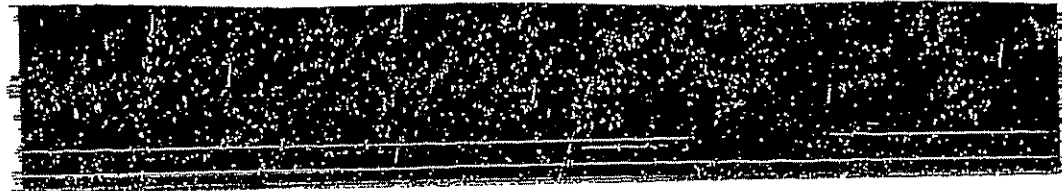
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MARION COUNTY RECORDER  
JOHN R. VON ARK  
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PLAT COVENANTS AND RESTRICTIONS  
KESSLER COMMONS  
SECTION II 920037164  
92-37163

The undersigned, KESSLER COMMONS, L.P., an Indiana limited partnership (the "Developer"), is the Owner of the real estate property specifically described in Exhibit "A" attached hereto (the "Real Estate"). Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Kessler Commons - Section II, which is filed of record March 31, 1992 in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in such Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Kessler Commons - Section II". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in a Declaration of Covenants, Conditions and Restrictions of Kessler Commons, dated May 3, 1991, and recorded on May 9, 1991 as Instrument No. 91-43756, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of Kessler Commons Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the greatest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY - The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.



2. UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Department of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 2. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said easements.

3. BUILDING SET - FRONT, BACK AND SIDE YARD EASEMENTS - Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front or rear lot line (as the case may be) of said Lot. The setback lines may vary in depth from the minimum as designated on the Plat. The minimum front setback shall be fifteen (15) feet from the right of way to the living area and twenty (20) feet to the garage opening. The minimum rear yard setback shall be twenty (20) feet. Except as otherwise shown on the Plat, the minimum front Lot width at the designated setback shall be at least fifty

(50) feet, except on the cul-de-sac Lots, which shall be at least forty-five (45) feet at the designated setback. The minimum lot area shall be 4500 square feet. In addition, no building or structure shall be erected or maintained closer to any side Lot line of any Lot than zero (0) feet. No building or structure shall be located any closer than (10) feet to any other building, whether or not located on an adjacent Lot. If a residential building is constructed on any Lot within three (3) feet of the side Lot Line, then a Side Yard Easement shall exist on that portion of the adjoining Lot which is within six (6) feet of any part of the residential building on the abutting Lot. Utility companies and service people shall have an easement for access over any Side Yard Easement to the extent reasonably necessary to service, repair or replace any utility lines or facilities located therein or on an adjoining Lot where access is necessary over the Side Yard Easement. If a residential building is not located within three (3) feet of the Lot line, then there shall not be any Side Yard Easement on the adjoining Lot. No structure shall be built within such Side Yard Easement, provided that decks, fences, patios, walkways, landscaping, public utilities, cable TV and other ground level improvements may be constructed within the Side Yard Easement. In addition, the owner of the Lot which abuts the Side Yard Easement shall have the right to pass over any part of the Side Yard Easement which is within four (4) feet of such Owner's residential building for the purpose of obtaining access to his or her building for the purpose of painting, repairing or maintaining such building. Where two (2) or more contiguous Lots are used as a site for a single family dwelling this side yard restriction shall apply to the combined Lots as if they were a single Lot.

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

5. RESIDENTIAL UNIT SIZE - No residence constructed on a Lot in the Subdivision shall have less than one thousand and three hundred (1300) square feet of floor area, exclusive of garages, carports and open porches, and the overall average of all units in the entire Subdivision shall be one thousand five hundred (1500) square feet. The minimum main (first floor) living area of any building higher than one story shall be nine hundred (900) square feet. Each Residential Unit shall include a connected two-car enclosed garage.

6. RESIDENTIAL UNIT USE - All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on said Lots, and no business may be conducted on any part thereof, other than the home occupations expressly permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

7. ACCESSORY AND TEMPORARY BUILDINGS - No trailers, shacks, outhouses or detached storage sheds or tool sheds of any kind shall be erected or situated on any Lot in the Subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

8. TEMPORARY STRUCTURES - No trailer, shack, tent, boat, recreational vehicle, basement, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

9. NUISANCES - No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any Lot in the Subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot in the Subdivision, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

10. VEHICLE PARKING - No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any Lot in the Subdivision in open public view. No vehicles shall be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

11. SIGNS - No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale or rent, and except that Developer and its affiliates and designees may use larger signs during the sale and development of the Subdivision. 4

12. MAILBOXES - All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

13. GARBAGE AND REFUSE DISPOSAL - Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate house construction during the Development Period. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage, and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall not be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury out of doors any garbage or refuse.

14. STORAGE TANKS - Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a garage or house such that they are completely concealed from public view and shall comply with all applicable laws and regulations.

15. WATER SUPPLY AND SEWAGE SYSTEMS - No private or semi-private water supply and/or sewage disposal system may be located upon any Lot in the Subdivision. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any Lot. No private or semi-private water supply wells may be utilized on any Lot or common area for irrigation or for replenishing water supply systems.

16. DITCHES AND SWALES - All owners shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

17. DRIVEWAYS - Each driveway in the Subdivision shall be of concrete or asphalt material.

18. ANTENNA AND SATELLITE DISHES - No antenna in the Subdivision shall exceed five (5) feet above a roof peak. No satellite dishes shall be permitted in the Subdivision.

19. AWNINGS - No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision.

20. FENCING - Any fencing permitted to be used in the Subdivision must be wooden and shall not be higher than six (6) feet. Chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to approval by the Architectural Review Committee.

21. SWIMMING POOLS - No above-ground swimming pools shall be permitted in the Subdivision.

22. SOLAR PANELS - No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

23. OUTSIDE LIGHTING. All outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for downward projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

24. VIOLATION - Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof) or any person or entity having any right, title or interest in a Lot in the Subdivision, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

25. METROPOLITAN DEVELOPMENT COMMISSION - The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained herein other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

26. AMENDMENT - These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots or Residence Units in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment of these covenants and restrictions shall require the prior

written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without the written consent thereto by such utility. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

27. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until December 31, 2005, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots or Residence Units in the Subdivision; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto in writing.

28. SEVERABILITY. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions of this Plat, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 28<sup>th</sup> day of JANUARY, 1992.

By: Kessler Commons, L.P.  
an Indiana limited partnership

By: Davis Development, L.P.,  
general partner

By: Davis Development, Inc.,  
general partner

By:   
C. Richard Davis  
President



STATE OF INDIANA )  
 )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Davis Development, Inc., an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 28th day of January, 1992.

Donald R. [Signature]  
Notary Public

Deborah L. Ferese-Goff  
Printed

My commission expires:

12/13/92

I am a resident of  
Marion County, Indiana.

6



EXHIBIT "A"

Legal Description  
KESSLER COMMONS SECTION TWO

Part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana described as follows:

Commencing at the Northwest corner of said Quarter Section; thence on an assumed bearing of North 89 degrees 38 minutes 03 seconds East along the North line thereof a distance of 1452.09 feet to the Southwest corner of Lot 112 in Devonshire, Second Section, the plat of which is recorded in Plat Book 29, page 437 in the Office of the Recorder of Marion County; thence South 00 degrees 21 minutes 57 seconds East perpendicular to said North line a distance of 350.35 feet to the Southeasterly corner of Devonshire Fourth Section as recorded in Plat Book 31, page 307, said corner also being the Point of Beginning; thence parallel with said North line and along the South line of Devonshire fourth Section North 89 degrees 38 minutes 03 seconds East 773.50 feet to the centerline of Fall Creek Road, said point being on a curve to the left having a radius of 954.93 feet, the radius point of said curve bears South 66 degrees 40 minutes 21 seconds East from said point; thence Southwesterly along said curve 279.94 feet to the point of tangency of said curve, said point bears North 83 degrees 28 minutes 09 seconds West from said radius point; thence continuing along said center line South 06 degrees 31 minutes 51 seconds West 265.44 feet; thence South 89 degrees 38 minutes 03 seconds West 283.27 feet; thence South 69 degrees 54 minutes 17 seconds West 111.55 feet; thence North 88 degrees 37 minutes 42 seconds West 90.98 feet to the West line of Common Way (the next three courses are along said West line); thence South 02 degrees 56 minutes 43 seconds West 55.55 feet to the point of curvature of a curve to the right having a radius of 175.00 feet, the radius point of said curve bears North 87 degrees 03 minutes 17 seconds West from said point; thence Southwesterly along said curve 137.44 feet to the point of tangency thereof, said point bears South 42 degrees 03 minutes 17 seconds East from said radius point; thence South 47 degrees 56 minutes 43 seconds West 69.95 feet; thence North 42 degrees 45 minutes 12 seconds West 209.75 feet; thence North 68 degrees 22 minutes 44 seconds West 86.99 feet; thence South 89 degrees 24 minutes 03 seconds West 299.82 feet; thence South 82 degrees 09 minutes 24 seconds West 34.86 feet; thence South 56 degrees 26 minutes 52 seconds West 108.69 feet; thence North 84 degrees 09 minutes 46 seconds West 125.84 feet; thence North 43 degrees 45 minutes 11 seconds West 102.89 feet to the West line of Tract Four as described in a deed from American Fletcher to Washington Township Schools, December 28, 1959 (D.R. 1787, page 21); thence along said West line North 00 degrees 35 minutes 57 seconds West 139.35 feet; thence South 89 degrees 24 minutes 03 seconds West 0.79 feet to the East line of a deed from Jacob C.P. Negley to John Negley, September 6, 1850 (L.R. X page 634); thence along said East line North 00 degrees 05 minutes 55 seconds East 100.00 feet; thence along the South line of Devonshire fourth Section North 89 degrees 25 minutes 46 seconds East 768.66 feet; thence North 00 degrees 21 minutes 57 seconds West perpendicular to the North line of said Quarter Section 337.33 feet to the place of beginning, containing 14.72 acres, more or less.

920087164

The above description is based on a survey performed under my direction during August, 1991. The North line of the Section is marked by a 9-5/8 inch rebar at it's west end, and it's east end is a calculated position based on the plat of Lake Kesslerwood. The uncertainty of this line is 0.5 feet for it's west end and at least 1.00 feet at it's east end. The centerline of Fall Creek Road is based on the plat of Lake Kesslerwood. The southerly lines of this plat adjoin and are the same as the Northerly lines of Kessler Commons, Section One.

The Northerly lines of this tract are the Southerly lines of Devonshire Fourth Section as established by concrete monuments found and believed to be the original monuments for that subdivision. The west line of the tract was established by using the West line of Tract 4 as described in a deed from American Fletcher Bank to Washington Township Schools recorded December 28, 1959 in D.R. 1787, page 21, and the East line of a tract of land from Jacob C.P. Negley to John Negley and recorded September 6, 1850 in L.R. X, page 634, which is the senior deed affecting the placement of property lines along this tract throughout the past years. There have been gaps created by deeds issued since 1850 due to changes in the descriptions within them. The detail on the within plat shows the current width of the gaps and who would be the historic owner of the hiatus.

This survey is in part based upon and contained within the area of a survey by Schneider Engineering dated March 29, 1990, and recorded May 30, 1990, in Instrument #90-52567 in the Office of the Recorder of Marion County, Indiana. The Schneider survey indicated gaps, and outlines other problems based on current deeds. The within survey and additional research by Paul I. Cripe, Inc. was performed in order to identify the source(s) of these problems and who is the last owner in the chain of title to hold the areas identified as gaps as is outlined above. The above description is based on those findings and other circumstances affecting the probable location of the boundaries of this subdivision.

920037164

EXHIBIT "B"

FALL CREEK PROPERTY

Parcel I: Part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East, Marion County, Indiana, more particularly described as follows: Beginning at a point in the center line of Kessler Blvd. that is 337.9 feet West of a point in the center line of Fall Creek Road that is 1117.5 feet measured along said center line North of the South line of said Quarter Section; thence West 975 feet along the center line of Kessler Blvd.; thence North 755 feet; thence East 1407.18 feet to the center line of said Fall Creek Road, thence South 7 degrees 07 minutes West along said center line 398.64 feet; thence West 382.77 feet; thence South 359.43 feet to center line of Kessler Blvd., the place of beginning. Except that part of the above described real estate heretofore conveyed to The City of Indianapolis by deed dated May 18, 1926 and recorded July 20, 1926 in Land Record 80, page 218, in the Office of the Recorder of Marion County, Indiana.

Parcel II: Part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana, more particularly described as follows: Starting at the Northwest corner of said Southeast quarter, thence East along the North line of said Southeast Quarter, a distance of 1454.0 feet to a point, said point being the Southwest corner of Lot No. 112 in "Devonshire, Second Section"; thence South with an angle of 90 degrees 00 minutes right a distance of 250.0 feet to a point said point being the place of beginning of this description; thence continuing South a distance of 537.3 feet to a point in the North property line of Fall Creek School; thence East along said North property line a distance of 679.4 feet to a point in the center line of Fall Creek Road; thence Northeasterly along said center line a distance of 558.1 feet to a point; thence West and parallel to the North line of said Southeast Quarter a distance of 823.6 feet to the place of beginning. Except that part of the above described real estate heretofore conveyed by deed dated May 2, 1960, recorded May 5, 1960, in Deed Record 1804, page 499, as Instrument No. 31657, more particularly described as follows, to-wit:

A part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana, more particularly described as follows: Starting at the Northwest corner of the Southeast Quarter, thence East along the North line thereof a distance of 1454.0 feet to a point, said point being the Southwest corner of Lot 112 in Devonshire, Second Section, thence South with an angle of 90 degrees 00 minutes right a distance of 250.0 feet to a point, the place of beginning of this description, thence East and parallel to the North line of said Southeast Quarter a distance of 823.6 feet to a point in the Center line of Millersville Road, thence Southwest along said center line a distance of 112.2 feet to a point, thence West and parallel to said North line of said Southeast Quarter a distance of 772.8 feet to a point, thence North with an angle of 90 degrees 00 minutes right a distance of 100.00 feet to the place of beginning.

920037164

EXHIBIT "B" - CONTINUED

Parcel III: A part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana, more particularly described as follows: Starting at the Northwest corner of said Southeast Quarter, thence East along the North line thereof a distance of 1454.0 feet to a point, said point being the Southwest corner of Lot 112 in Devonshire, Second Section; thence South with an angle of 90 degrees 00 minutes right a distance of 887.3 feet to a point, the place of beginning of this description; thence West with an angle of 89 degrees 48 minutes right a distance of 774.2 feet to a point, thence South with an angle of 90 degrees 00 minutes left a distance of 100.00 feet to a point, thence East with an angle of 90 degrees 00 minutes left a distance of 773.8 feet to a distance of 100.0 feet to the place of beginning.

Parcel IV: A part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East, in Marion County, Indiana, more particularly described as follows: Starting at the Northwest corner of said Southeast Quarter, thence East along the North line thereof a distance of 680.2 feet to a point, thence South with an angle of 89 degrees 45 minutes right a distance of 788.7 feet to a point, the place of beginning of this description; thence continuing South a distance of 756.0 feet to a point in the center line continuing South a distance of 756.0 feet to a point in the center line of Kessler Boulevard, thence East along said center line with an angle of 90 degrees 00 minutes left a distance of 46.0 feet to a point, thence North with an angle of 90 degrees 00 minutes left a distance of 755.0 feet to a point; thence West with an angle of 90 degrees 00 minutes left a distance of 45.0 feet to the place of beginning. Except that part of the above described real estate heretofore conveyed to The City of Indianapolis by deed dated May 18, 1928 and recorded July 20, 1926 in Land Record 80, page 219 in the Office of the Recorder of Marion County, Indiana.

920037164

**APPROVAL OF  
CORRECTION**

METROPOLITAN DEVELOPMENT  
COMMISSION  
PLAT COMMITTEE

**AMENDMENTS TO PLAT COVENANTS AND RESTRICTIONS  
FOR KESSLER COMMONS, SECTIONS I AND II**

94 ~~98~~

DATE: 9-5-97 THESE AMENDMENTS to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II are executed this 22nd day of August, 1997.

*[Signature]*  
SUBDIVISION ADMINISTRATOR

WITNESSETH:

WHEREAS, the residential community in the City of Indianapolis, Marion County, Indiana commonly known as Kessler Commons (consisting of the platted subdivisions known as Kessler Commons Section I and Kessler Commons Section II, collectively referred to hereafter as "Kessler Commons"), was established upon the recording of the Declaration of Covenants, Conditions and Restrictions of Kessler Commons with the Marion County Recorder's Office on May 9, 1991, as **Instrument No. 91-43756** (hereafter, "Declaration"), as well as the recording of plats for the two (2) sections of Kessler Commons; and

WHEREAS, the legal description for Kessler Commons is attached hereto as Exhibit "A" and is incorporated herein by reference; and

WHEREAS, the Plat Covenants and Restrictions for Kessler Commons, Section I were filed with the Marion County Recorder on May 9, 1991, as **Instrument No. 91-43757**, which contain certain restrictions, limitations and covenants which run with the real estate described in the Section I Plat; and

WHEREAS, the Plat Covenants and Restrictions for Kessler Commons, Section II were filed with the Marion County Recorder on March 31, 1992, as **Instrument No. 92-37164**, which contain certain restrictions, limitations and covenants which run with the real estate described in the Section II Plat; and

WHEREAS, the above described Plat Covenants and Restrictions shall be referred to collectively hereafter as "Plat Covenants"; and

WHEREAS, the Owners of Lots within Kessler Commons, Sections I and II, desire to amend certain provisions of the Plat Covenants, as described below; and

WHEREAS, Paragraph 26 of the Plat Covenants states that the same may be amended at any time by the approval of the then Owners of at least sixty-seven percent (67%) of the Lots in all of the platted Kessler Commons subdivisions; and

WHEREAS, upon notice being duly given, the Board of Directors of the Kessler Commons Association, Inc. called for a Special Meeting of the Owners to be held August 14, 1997; and

WHEREAS, at said Special Meeting, the Owners discussed these amendments; and

WHEREAS, the undersigned Owners constitute more than sixty-seven percent (67%) of the Owners of the Lots within Kessler Commons

**RECEIVED**

SEP 03 1997

WASH. TWP. ASSESSOR

Inst # 1997-0140350  
09/26/97 02:21PM JOHN N. ROBERTS MARION COY RECORDER KRB 214.00 PAGES: 93

NOW, THEREFORE, the Plat Covenants and Restrictions for Sections I and II of Kessler Commons are amended in the manner set forth below.

1. Paragraph 19 of the Plat Covenants is hereby deleted in its entirety and replaced with the following:

**19. AWNINGS. No awnings or patio covers shall be permitted in the Subdivision without prior approval of the Architectural Review Committee pursuant to Article VI of the Declaration of Covenants, Conditions & Restrictions.**

2. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute a ratification of these amendments, together with the Declaration, the Association's By-Laws, the Articles of Incorporation, any rules or regulations adopted pursuant thereto, and the Plat Covenants and Restrictions, together with all amendments to the foregoing, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot or the Real Estate as if such provisions were recited and stipulated at length in each an every deed, conveyance, mortgage or lease.

JOHN R. YON ARX  
MAYOR CITY ATTORNEY  
098489 SEP -3 5  
RECORDED FOR TRANSFER

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS & MURRAY, P.C., Attorneys at Law, 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550.  
Instrument prepared by  
August 24, 1997

EXHIBIT "A"

LAND DESCRIPTION - KESSLER COMMONS - SECTION I

Part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana described as follows:

Commencing at the Northwest corner of said Quarter Section; thence on an assumed bearing of North 89 degrees 38 minutes 03 seconds East along the North line thereof a distance of 1452.09 feet to the Southwest corner of Lot 112 in Devonshire, Second Section, the plat of which is recorded in Plat Book 29, Page 437 in the Office of the Recorder of Marion County; thence South 00 degrees 21 minutes 57 seconds East perpendicular to said North line a distance of 687.30 feet; thence South 89 degrees 24 minutes 03 seconds West a distance of 774.20 feet; thence South 00 degrees 35 minutes 57 seconds East a distance of 100.00 feet; thence North 89 degrees 24 minutes 03 seconds East a distance of 5.11 feet; thence South 00 degrees 35 minutes 57 seconds East a distance of 139.35 feet to the Point of Beginning; thence continuing South 00 degrees 35 minutes 57 seconds East a distance of 564.54 feet to a point 50.00 feet perpendicular North of the centerline of Kessler Boulevard; thence North 89 degrees 27 minutes 13 seconds East parallel with said centerline a distance of 1016.33 feet; thence North 00 degrees 32 minutes 47 seconds West perpendicular to said centerline a distance of 309.43 feet; thence North 89 degrees 27 minutes 13 seconds East parallel with said centerline a distance of 382.52 feet to the centerline of Fall Creek Road; thence North 06 degrees 31 minutes 51 seconds East along said centerline a distance of 299.72 feet; thence South 89 degrees 38 minutes 03 seconds West 283.27 feet; thence South 69 degrees 54 minutes 17 seconds West 111.55 feet; thence North 88 degrees 37 minutes 42 seconds West 90.98 feet to the West line of Common Way (the next three courses are along said West line); thence South 02 degrees 56 minutes 43 seconds West 55.55 feet to the point of curvature of a curve to the right having a radius of 175.00 feet, the radius point of said curve bears North 87 degrees 03 minutes 17 seconds West from said point; thence Southwesterly along said curve 137.44 feet to the point of tangency thereof, said point bears South 42 degrees 03 minutes 17 seconds East from said radius point; thence South 47 degrees 56 minutes 43 seconds West 69.95 feet; thence North 42 degrees 45 minutes 12 seconds West 209.75 feet; thence North 68 degrees 22 minutes 44 seconds West 86.99 feet; thence South 89 degrees 24 minutes 03 seconds West 299.82 feet; thence South 82 degrees 09 minutes 24 seconds West 34.86 feet; thence South 56 degrees 26 minutes 52 seconds West 108.69 feet; thence North 84 degrees 09 minutes 46 seconds West 125.84 feet; thence North 43 degrees 45 minutes 11 seconds West 102.89 feet to the place of beginning, containing 14.32 acres, more or less.

The above description is based on a survey by Schneider Engineering, Inc. dated March 29, 1990, and recorded on May 30, 1990 Instrument Number 90-52567 in the Office of the Recorder of Marion County, Indiana.

LAND DESCRIPTION - KESSLER COMMONS - SECTION II

Part of the Southeast Quarter of Section 4, Township 16 North, Range 4 East in Marion County, Indiana described as follows:

Commencing at the Northwest corner of said Quarter Section; thence on an assumed bearing of North 89 degrees 38 minutes 03 seconds East along the North line thereof a distance of 1452.09 feet to the Southwest corner of Lot 112 in Devonshire, Second Section, the plat of which is recorded in Plat Book 29, page 437 in the Office of the Recorder of Marion County; thence South 00 degrees 21 minutes 57 seconds East perpendicular to said North line a distance of 350.00 feet to the Point of Beginning; thence parallel with said North line North 89 degrees 38 minutes 03 seconds East 773.66 feet to the centerline of Fall Creek Road, said point being on a curve to the left having a radius of 954.93 feet, the radius point of said curve bears South 66 degrees 38 minutes 57 seconds East from said point; thence Southwesterly along said curve 280.33 feet to the point of tangency of said curve, said point bears North 83 degrees 28 minutes 09 seconds West from said radius point; thence continuing along said centerline South 06 degrees 31 minutes 51 seconds West 265.44 feet; thence South 89 degrees 38 minutes 03 seconds East 283.27 feet; thence South 69 degrees 54 minutes 17 seconds West 111.55 feet; thence North 88 degrees 37 minutes 42 seconds West 90.98 feet to the West line of Common Way (the next three courses are along said West line); thence South 02 degrees 56 minutes 43 seconds West 55.55 feet to the point of curvature of a curve to the right having a radius of 175.00 feet, the radius point of said curve bears North 87 degrees 03 minutes 17 seconds West from said point; thence Southwesterly along said curve 137.44 feet to the point of tangency thereof, said point bears South 42 degrees 03 minutes 17 seconds East from said radius point; thence South 47 degrees 56 minutes 43 seconds West 69.95 feet; thence North 42 degrees 45 minutes 12 seconds West 209.75 feet; thence North 68 degrees 22 minutes 44 seconds West 86.99 feet; thence South 89 degrees 24 minutes 03 seconds West 299.82 feet; thence South 82 degrees 09 minutes 24 seconds West 34.86 feet; thence South 56 degrees 26 minutes 52 seconds West 108.69 feet; thence North 84 degrees 09 minutes 46 seconds West 125.84 feet; thence North 43 degrees 45 minutes 11 seconds West 102.89 feet; thence North 00 degrees 35 minutes 57 seconds West 139.35 feet; thence South 89 degrees 24 minutes 03 seconds West 5.11 feet; thence North 00 degrees 35 minutes 57 seconds West 100.00 feet; thence North 89 degrees 24 minutes 03 seconds East 774.20 feet; thence North 00 degrees 21 minutes 57 seconds West perpendicular to the North line of said Quarter Section 337.30 feet to the place of beginning, containing 14.74 acres, more or less.

EXHIBIT "A" - PAGE 2 of 2



The undersigned Owner(s) of Lot 001 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

EKATERINI DIAMANTIDIS  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

EKATERINI DIAMANTIDIS  
(printed)

\_\_\_\_\_  
(printed)

4720 Common Vista Circle  
(street address)

001  
(Lot no.)

STATE OF INDIANA )  
) SS:  
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared EKATERINI DIAMANTIDIS, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 13 day of AUGUST, 1999.

Nick G. Ricos

Notary Public--Signature

NICK G. RICOS  
Printed

My Commission Expires: 6-19-01

Residence County: MARION

The undersigned Owner(s) of Lot 2 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Martha F. Adams  
(owner's signature)

Shirley L. Christensen  
(owner's signature)

MARSHA F. ADAMS  
(printed)

SHIRLEY L. CHRISTENSEN  
(printed)

4714 Common Vista Cr  
(street address)

2  
(Lot no.)

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared MARSHA F. ADAMS and SHIRLEY L. CHRISTENSEN, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

CAROL L. COX  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L. COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

CAROL L. COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 3 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

[Signature]  
(owner's signature)  
John Melendez - Bernage  
(printed)  
4708 Common Visto Circle  
(street address)

\_\_\_\_\_  
(owner's signature)  
\_\_\_\_\_  
(printed)  
3  
(Lot no.)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared John Melendez and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

[Signature]  
Notary Public--Signature  
Carol L Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 4 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Richard H. Endsley  
(owner's signature)

Dorothy Endsley  
(owner's signature)

RICHARD H. ENDSLEY  
(printed)

Dorothy Endsley  
(printed)

4707 Communista Circle  
(street address)

4  
(Lot no.)



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Richard H. Endsley and Dorothy Endsley, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 9 day of August, 1997.

Carol L. Cox  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

**CAROL COX**  
**NOTARY PUBLIC STATE OF INDIANA**  
**MARION COUNTY**  
**MY COMMISSION EXP. MAY 11, 1999**

The undersigned Owner(s) of Lot 6 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Carol L. Cox  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Carol L. Cox  
(printed)

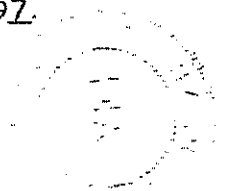
\_\_\_\_\_  
(printed)

4620 Cannonville Circle  
(street address)

6  
(Lot no.)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Carol L. Cox and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 4 day of August, 1997.



Kristopher S. Liedel  
Notary Public—Signature

Kristopher S. Liedel  
Printed

My Commission Expires: 4-30-01 Residence County: Hamilton County

The undersigned Owner(s) of Lot 7 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Mary Nell Plane  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

MARY NELL PLANE  
(printed)

\_\_\_\_\_  
(printed)

4614 Common Vista Circle  
(street address)

7  
(Lot no.)

STATE OF INDIANA )

COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Mary Nell Plane and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 14 day of Aug, 1997.

M. Jane Hurless  
Notary Public--Signature

M. JANE HURLESS  
Printed

My Commission Expires: 7-29-98

Residence County: Marion

The undersigned Owner(s) of Lot 8 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Nancy K. Wilhite  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

NANCY K. WILHITE  
(printed)

\_\_\_\_\_  
(printed)

4608 COMMON VISTA CIRCLE  
(street address)

8  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion    )

Before me, a Notary Public, in and for said County and State, personally appeared Nancy K. Wilhite and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1999.

Bethany Allspaw  
Notary Public-Signature

Bethany Allspaw  
Printed

My Commission Expires: 02/06/99 Residence County: Marion

The undersigned Owner(s) of Lot 09 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments. *Patio & Deck Retractable awnings only*

Beverly J. Leake  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Beverly J Leake  
(printed)

\_\_\_\_\_  
(printed)

4422 Common Vista Circle  
(street address)

09  
(Lot no.)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared Beverly J. Leake and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

CAROL L. COX  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

**CAROL COX**  
**NOTARY PUBLIC STATE OF INDIANA**  
**MARION COUNTY**  
**MY COMMISSION EXP. MAY 11, 1999**



The undersigned Owner(s) of Lot 10 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Ruth Blankenbaker  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Ruth Blankenbaker  
(printed)

\_\_\_\_\_  
(printed)

4601 Common Vista Cr  
(street address)

10  
(Lot no.)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Ruth Blankenbaker and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10 day of August, 1997.

Carol L. Cox  
Notary Public—Signature

CAROL L. COX  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L. COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 11 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

[Signature]  
(owner's signature)

Glenn Matsumura  
(printed)

4607 Common Vista Cr.  
(street address)

[Signature]  
(owner's signature)

Penny Matsumura  
(printed)

11  
(Lot no.)



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Glenn Matsumura and Penny Matsumura, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10<sup>th</sup> day of August, 1997.

[Signature]  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 12 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Carol A. Highway  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

CHERYL Highway  
(printed)

\_\_\_\_\_  
(printed)

4613 Common Vista Cir.  
(street address)

12  
(Lot no.)



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Carol A. Highway and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L. COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 13 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Rosalene A. Pearson  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

ROSALENE A. PEARSON  
(printed)

\_\_\_\_\_  
(printed)

4619 Common Victory Circle  
(street address)

13  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion    )

Before me, a Notary Public, in and for said County and State, personally appeared Rosalene A. Pearson and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

CAROL L. COX  
Printed

My Commission Expires: \_\_\_\_\_

Residence County: \_\_\_\_\_

CAROL COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999



The undersigned Owner(s) of Lot 15 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Michele Goodrich  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Michele Goodrich  
(printed)

\_\_\_\_\_  
(printed)

4701 Common Vista Circle  
(street address)

15  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion    )

Before me, a Notary Public, in and for said County and State, personally appeared Michele Goodrich and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 12th day of August, 1997.

Joyce Althe  
Notary Public--Signature

Joyce Althe  
Printed

My Commission Expires: 1-10-2001 Residence County: Johnson



The undersigned Owner(s) of Lot 17 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Forest Youncey  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Forest Youncey  
(printed)

\_\_\_\_\_  
(printed)

4713 Common Vista Circle  
(street address)

17  
(Lot no.)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Forest Youncey and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

**CAROL L COX**  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP MAY 11, 1999



The undersigned Owner(s) of Lot 18 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Tracy Bailey  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Tracy Bailey  
(printed)

\_\_\_\_\_  
(printed)

4719 Common Vista Circle  
(street address)

18  
(Lot no.)

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Tracy Bailey and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1997.

Carol L Cox  
Notary Public—Signature

CAROL L COX  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

**CAROL L COX**  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP MAY 11, 2000

The undersigned Owner(s) of Lot 19 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Jacqueline Salb  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

JACQUELINE T. SALB  
(printed)

\_\_\_\_\_  
(printed)

4725 Common Vista Circle  
(street address)

19  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion    )

Before me, a Notary Public, in and for said County and State, personally appeared Jacqueline Salb and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 19 day of Aug, 1997.

M. Jane Hurlless  
Notary Public—Signature

M JANE HURLESS  
Printed

My Commission Expires: 7-29-98

Residence County: Marion

The undersigned Owner(s) of Lot 21 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments

Anne Perry  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

ANNE PERRY  
(printed)

\_\_\_\_\_  
(printed)

5752 Common Way Ct  
(street address)

21  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared ANNE PERRY and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 9<sup>th</sup> day of AUGUST, 1997.

Nick G. Ricos  
Notary Public—Signature

NICK G. RICOS  
Printed

My Commission Expires: 6-19-97     Residence County: MARION

The undersigned Owner(s) of Lot 22 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Norman Edwards  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

NORMAN EDWARDS  
(printed)

\_\_\_\_\_  
(printed)

5746 COMMODITY CT  
(street address)

22  
(Lot no)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared NORMAN EDWARDS and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

CAROL L. COX  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 23 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Lisa M Hawk-White  
(owner's signature)

Lisa M Hawk-White  
(printed)

5747 Common Way Ct  
(street address)

Gregory T. White  
(owner's signature)

Gregory T. White  
(printed)

23  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared LISA M. HAWK-WHITE and GREGORY T. WHITE, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 9<sup>th</sup> day of AUGUST, 1997.

Nick G. Ricos  
Notary Public—Signature

NICK G. RICOS  
Printed

My Commission Expires: 6-19-01     Residence County: MARION

The undersigned Owner(s) of Lot 24 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Barbara L Miner  
(owner's signature)

James Lawrence  
(owner's signature)

BARBARA L MINER  
(printed)

JAMES LAWRENCE  
(printed)

5753 Common Way Ct  
(street address)

24  
(Lot nb.)

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF Marion     )

Before me, a Notary Public, in and for said County and State, personally appeared Barbara Lawrence and James Lawrence, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 6 day of August, 1997.

Joyce K. Abrams  
Notary Public--Signature

Joyce K. Abrams  
Printed

My Commission Expires: 10/4/97

Residence County: Ferry

The undersigned Owner(s) of Lot 27 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Janyl D. Robertson  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

JANYL D. ROBERTSON  
(printed)

\_\_\_\_\_  
(printed)

5771 Common Way  
(street address)

27  
(Lot no.)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Janyl D. Robertson and \_\_\_\_\_ who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/hen/their knowledge and belief. Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public—Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP MAY 11, 1999





The undersigned Owner(s) of Lot 30 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Steven J. Gulino  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

STEVEN J. GULINO  
(printed)

\_\_\_\_\_  
(printed)

4913 Common VISTA Ct  
(street address)

30  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared STEVEN J. GULINO and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 9 day of August, 1997.

1997

Brenda K. Sumrick  
Notary Public—Signature

BRENDA K. SUMRICK  
Printed

My Commission Expires: April 8, 2001 Residence County: Shelby

\_\_\_\_\_

The undersigned Owner(s) of Lot 31 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Frieda Kyser  
(owner's signature)

Bridgett Kyser  
(owner's signature)

FRIEDA KYSER  
(printed)

Bridgett Kyser  
(printed)

4919 CUMMIA V. STR. CT.  
(street address)

31  
(Lot no.)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared FRIEDA KYSER and BRIDGETT KYSER, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 8 day of August, 1997.

Brenda K. Stinnick  
Notary Public--Signature

BRENDA K. STINNICK  
Printed

My Commission Expires: APRIL 8, 2001 Residence County: SHELBY

The undersigned Owner(s) of Lot 34 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Thomas Allen Vriesman  
(owner's signature)

Lee Ann Vriesman  
(owner's signature)

Thomas allen vriesman  
(printed)

lee ann vriesman  
(printed)

4932 Common Vista Ct  
(street address)

34  
(Lot no.)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared THOMAS ALLEN VRIESMAN and LEE ANN VRIESMAN, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 8 day of August, 1997.

Brenda K. Semnick  
Notary Public-Signature

BRENDA K. SEMNICK  
Printed

My Commission Expires: April 8, 2001 Residence County: Shelby

The undersigned Owner(s) of Lot 35 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Phyllis A. Starks  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Phyllis G. Starks  
(printed)

\_\_\_\_\_  
(printed)

4926 Common Vista Ct  
(street address)

\_\_\_\_\_  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Phyllis A. Starks and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her knowledge and belief. Subscribed and sworn to before me this 14 day of Aug, 1997.

M. Jane Hurlless  
Notary Public—Signature

M. JANE HURLESS  
Printed

My Commission Expires: 7-29-98 Residence County: Marion

The undersigned Owner(s) of Lot 36 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Marc J Kroll  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Marc J Kroll  
(printed)

\_\_\_\_\_  
(printed)

4920 Common Vista Ct  
(street address)

36  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared MARC J. KROLL and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10 day of August, 1999.

1497

Brenda K. Semnec  
Notary Public--Signature

BRENDA K. SEMNEK  
Printed

My Commission Expires: APRIL 8, 2001 Residence County: SHELBY

The undersigned Owner(s) of Lot 37 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

*Cheryl Sutton*  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

CHERYL SUTTON  
(printed)

\_\_\_\_\_  
(printed)

4914 Common Vista Ct  
(street address)

37  
(Lot/no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared CHERYL SUTTON and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10 day of AUGUST, 1997  
1997

*Brenda K. Sennick*  
Notary Public—Signature

BRENDA K. SENNICK  
Printed

My Commission Expires: APRIL 8, 2001 Residence County: SHELBY

The undersigned Owner(s) of Lot 38 in Kessler Commons, Section I, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Karen C. Longoria  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

KAREN C. LONGORIA  
(printed)

\_\_\_\_\_  
(printed)

4908 Common Vista Ct.  
(street address)

38  
(Lot no.)

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared KAREN LONGORIA and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999





The undersigned Owner(s) of Lot 40 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

[Handwritten Signature]  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Robert Lasich  
(printed)

\_\_\_\_\_  
(printed)

4903 Common Vista Way  
(street address)

40  
(Lot no.)

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Robert Lasich and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 13 day of August, 1997.

[Handwritten Signature]  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 41 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

M. Petrilli  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Melanie Petrilli  
(printed)

\_\_\_\_\_  
(printed)

4909 Common Vista Way  
(street address)

41  
(Lot no.)

STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared MELANIE PETRILLI and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public—Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 42 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Amelia R. Meadows  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

AMELIA R. MEADOWS  
(printed)

\_\_\_\_\_  
(printed)

4915 Common Vista Way  
(street address)

42  
(Lot no.)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared AMELIA R. MEADOWS and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 8 day of August, 1997.

Brenda K. Simnick  
Notary Public--Signature

BRENDA K. SIMNICK  
Printed

My Commission Expires: APRIL 8, 2001 Residence County: SHELBY

The undersigned Owner(s) of Lot 43 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Rollin V Mosher  
(owner's signature)

Patricia Holt Mosher  
(owner's signature)

Rollin V. Mosher  
(printed)

PATRICIA HOLT MOSHER  
(printed)

4921 Common Vista Way  
(street address)

43  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared ROLLIN V. MOSHER and PATRICIA HOLT MOSHER, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 8 day of August, 1997.

Brenda K. Simnick  
Notary Public-Signature

BRENDA K. SIMNICK  
Printed

My Commission Expires: APRIL 8 2001 Residence County: SHELBY

The undersigned Owner(s) of Lot 44 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Barbara B Weber  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

BARBARA B. WEBER  
(printed)

\_\_\_\_\_  
(printed)

4927 Common Vista Way  
(street address)

\_\_\_\_\_  
(Lot no.)



STATE OF INDIANA     )  
  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared Barbara B. Weber and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 4th day of August, 1997.

Albert W. Zimmermann  
Notary Public--Signature

Albert W. Zimmermann  
Printed

My Commission Expires: 05/25/98     Residence County: Marion

The undersigned Owner(s) of Lot 45 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Mrs Stacy Williams  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

1625 Stacy Williams  
(printed)

\_\_\_\_\_  
(printed)

1433 Common Vista Way  
(street address)

45  
(Lot no.)

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared Mrs. Stacy Williams and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999



The undersigned Owner(s) of Lot 48 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

BA Howard  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

BA Howard  
(printed) (formerly B.A. Schroeder)

4922 Common Vista Way 48  
(street address) (Lot no.)

STATE OF INDIANA )  
) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared ~~BA~~ Howard and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 5 day of AUGUST, 1999.

Katherine Casady  
Notary Public—Signature

KATHERINE EARLY  
Printed

My Commission Expires: 5/22/01 Residence County: MARION



The undersigned Owner(s) of Lot 49 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Bessie L. Burnside  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Bessie L. Burnside  
(printed)

\_\_\_\_\_  
(printed)

4916 Common Vista Way  
(street address)

49  
(Lot no.)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Bessie L. Burnside and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 19th day of August, 1997.

Carol L Cox  
Notary Public—Signature

CAROL L COX  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP MAY 11, 1999

The undersigned Owner(s) of Lot 50 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Jane A. Clingler  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Jane A. Clingler  
(printed)

\_\_\_\_\_  
(printed)

4910 Common Vista Way  
(street address)

50  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared Jane A. Clingler and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public—Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_

Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999



The undersigned Owner(s) of Lot 52 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Gary R. Cantrell  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Gary R. Cantrell  
(printed)

\_\_\_\_\_  
(printed)

5817 Common Circle  
(street address)

52  
(Lot no.)

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared GARY R. CANTRELL and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 8 day of August, 1997.

Brenda K. Simunek  
Notary Public--Signature

BRENDA K. SIMUNEK  
Printed

My Commission Expires APRIL 3, 2001 Residence County: SHELBY

\_\_\_\_\_





The undersigned Owner(s) of Lot 56 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

David F. Chic

(owner's signature)

\_\_\_\_\_ (owner's signature)

DAVID F. CHIC

(printed)

\_\_\_\_\_ (printed)

5849 COMMON CIRCLE

(street address)

56

(Lot no.)

STATE OF INDIANA )

COUNTY OF Marion )

) SS:

Before me, a Notary Public, in and for said County and State, personally appeared David F. Chic and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public-Signature

CAROL L. COX  
Printed

My Commission Expires: \_\_\_\_\_

Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP MAY 11, 1999

The undersigned Owner(s) of Lot 57 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Judith A. Murtagh  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

JUDITH A. MURTAGH  
(printed)

\_\_\_\_\_  
(printed)

5853 Common Circle  
(street address)

57  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion    )

Before me, a Notary Public, in and for said County and State, personally appeared Judith A. Murtagh and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein, are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public—Signature

Carol Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999



The undersigned Owner(s) of Lot 58 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

*Lillian Demming*  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Lillian Demming  
(printed)

\_\_\_\_\_  
(printed)

5857 Common Circle  
(street address)

58  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared LILLIAN DEMMING and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

*Carol L Cox*  
Notary Public - Signature

Carol L Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP MAY 11, 1999

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The undersigned Owner(s) of Lot 60 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

*Fredrick L. Merchant*  
(owner's signature)

*Barbara J. Kleckner*  
(owner's signature)

FREDRICK L. MERCHANT  
(printed)

BARBARA J. KLECKNER  
(printed)

5865 COMMON CIRCLE  
(street address)

\*60  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Fredrick L. Merchant and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1997.

*Julia F. Crecelius*  
Notary Public--Signature

Julia F. Crecelius  
Printed

My Commission Expires: July 26, 2001 Residence County: Marion



The undersigned Owner(s) of Lot 61 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

[Handwritten Signature]  
(owner's signature)

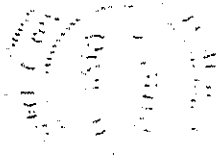
\_\_\_\_\_  
(owner's signature)

Charlene F. Madden  
(printed)

\_\_\_\_\_  
(printed)

5866 Common Cr.  
(street address)

61  
(Lot no.)



STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared Charlene F. Madden and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 6 day of August, 1997.

[Handwritten Signature]  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L. COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999





The undersigned Owner(s) of Lot 66 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Nancy Pelaez  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Nancy Pelaez  
(printed)

\_\_\_\_\_  
(printed)

5838 Common Circle  
(street address)

66  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion    )

Before me, a Notary Public, in and for said County and State, personally appeared Nancy Pelaez and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L. COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999







The undersigned Owner(s) of Lot 70 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

[Signature]  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

TARA R KARR  
(printed)

\_\_\_\_\_  
(printed)

5822 COMMON CIRCLE  
(street address)

70  
(Lot no.)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared TARA R KARR and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 14<sup>th</sup> day of August, 1997.

[Signature]  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP MAY 11, 1999



The undersigned Owner(s) of Lot 72 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Joseph Minor  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

JOSEPH MINOR  
(printed)

\_\_\_\_\_  
(printed)

5814 COMMON CIRCLE  
(street address)

72  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared JOSEPH MINOR and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 9<sup>th</sup> day of AUGUST, 1997.

Nick G. Ricos  
Notary Public--Signature

Nick G. Ricos  
Printed

My Commission Expires: 6-19-01     Residence County: MARION

The undersigned Owner(s) of Lot 74 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Elizabeth Garrison  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

ELIZABETH GARRISON  
(printed)

\_\_\_\_\_  
(printed)

5806 COMMON CIRCLE  
(street address)

74  
(Lot no.)

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public, in and for said County and State, personally appeared ELIZABETH GARRISON and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/hers/their knowledge and belief. Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1997.

Carol L. Cox  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 75 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Katie M. Hawkins  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

KATIE M. Hawkins  
(printed)

\_\_\_\_\_  
(printed)

4826 Cannon View Cir  
(street address)

75  
(Lot no.)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Katie M. Hawkins and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 13 day of August, 1997.

Carol L. Cox  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L. COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 76 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

[Signature] #76  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Sandra J Childers  
(printed)

\_\_\_\_\_  
(printed)

4820 Common View Cir.  
(street address)

76  
(Lot no.)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Sandra J. Childers and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 12<sup>th</sup> day of August, 1997.

[Signature]  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999





The undersigned Owner(s) of Lot 78 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

[Signature]  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

KENNETH R HARLAN  
(printed)

\_\_\_\_\_  
(printed)

4808 COMMON VIEW CIR.  
(street address)

78  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared KENNETH R. HARLAN and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10 day of August, 1997

Brenda K. Semnecik  
Notary Public--Signature

BRENDA K. SEMNECIC  
Printed

My Commission Expires: APRIL 8, 2001 Residence County: SHELBY



The undersigned Owner(s) of Lot 80 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Noel R. Hawkins  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

NOEL R. HAWKINS  
(printed)

\_\_\_\_\_  
(printed)

4740 COMMON VIEW CIR  
(street address)

80  
(Lot no.)

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared NOEL R. HAWKINS and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 17<sup>th</sup> day of August, 1997.

Nick G. Ricos  
Notary Public--Signature

NICK G. RICOS  
Printed

My Commission Expires: 6-19-01 Residence County: MARION

The undersigned Owner(s) of Lot 81 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Marilyn L. Baumgardt  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Marilyn L. Baumgardt  
(printed)

\_\_\_\_\_  
(printed)

4734 Common View Circle  
(street address)

81  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion    )

Before me, a Notary Public, in and for said County and State, personally appeared Marilyn L. Baumgardt and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

M. Jane Hurlbess  
Notary Public—Signature

M JANE HURLBESS  
Printed

My Commission Expires: 7-29-98

Residence County: Marion

The undersigned Owner(s) of Lot 82, in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Chris Sprinkle  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

CHRIS SPRINKLE  
(printed)

\_\_\_\_\_  
(printed)

4728 COMMON VIEW CIRCLE  
(street address)

82  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared CHRIS SPRINKLE and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 9<sup>th</sup> day of AUGUST, 1997.

Nick G. Ricos  
Notary Public--Signature

NICK G. RICOS  
Printed

My Commission Expires: 6-19-01     Residence County: MARION

The undersigned Owner(s) of Lot 83 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Laura A. Gantner  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

LAURA A. GANTNER  
(printed)

\_\_\_\_\_  
(printed)

4722 Common View Cr.  
(street address)

83  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared LAURA A. GANTNER and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 9<sup>th</sup> day of AUGUST, 1997.

Nick Riccos  
Notary Public—Signature

NICK G. RICCOS  
Printed

My Commission Expires: 6-19-01     Residence County: MARION

The undersigned Owner(s) of Lot 84 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Eloise Mc McGlinchey  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

ELOISE MCGLINCHAY  
(printed)

\_\_\_\_\_  
(printed)

4416 Common View Center  
(street address)

84  
(Lot no.)



STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared ELOISE MCGLINCHAY and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 12<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public--Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 85 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Marcia L Russell  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Marcia Russell  
(printed)

\_\_\_\_\_  
(printed)

4710 Commonwealth Circle  
(street address)

85  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared MARCIA RUSSELL and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L Cox  
Notary Public--Signature

Carol L Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999



The undersigned Owner(s) of Lot 86 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Hazle E. Prater  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Hazle E. Prater  
(printed)

\_\_\_\_\_  
(printed)

4707 Common View  
(street address)

86  
(Lot no.)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared Hazle E. Prater and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10 day of August, 1997.

Brenda K. Semnec  
Notary Public--Signature

BRENDA K. SEMNEC  
Printed

My Commission Expires: APRIL 8, 2001 / Residence County: SHELBY

The undersigned Owner(s) of Lot 87 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Stephen L. Allen

(owner's signature)

\_\_\_\_\_

(owner's signature)

Stephen L. Allen

(printed)

\_\_\_\_\_

(printed)

4634 Common View Circle 87

(street address)

(Lot no.)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared STEPHEN L. ALLEN and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10 day of August, 1997.

Brenda K. Simunek  
Notary Public--Signature

BRENDA K. SIMUNEK  
Printed

My Commission Expires: APRIL 8, 2001 Residence County: SHELBY

The undersigned Owner(s) of Lot 91 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

[Signature]  
(owner's signature)

Marjorie MOSS  
(owner's signature)

GERALDINE L. CHAVIS  
(printed)

MARGORIE MOSS  
(printed)

HOLD COMMON View Circle  
(street address)

91  
(Lot no.)

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared GERALDINE L. CHAVIS and MARGORIE MOSS, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10 day of August, 1997.

Brenda K. Simnick  
Notary Public--Signature

BRENDA K. SIMNICK  
Printed

My Commission Expires: APRIL 8, 2001 Residence County: SHELBY

The undersigned Owner(s) of Lot 92 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

R.C. Bomke  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

ROBIN C. BOMKE  
(printed)

\_\_\_\_\_  
(printed)

4604 COMMON VIEW CIRCLE  
(street address)

92  
(Lot no.)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Robin C. Bomke and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 12 day of August, 1997.

Carol L. Cox  
Notary Public—Signature

CAROL L. COX  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP MAY 11, 1999

The undersigned Owner(s) of Lot 23 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

[Handwritten Signature]  
(owner's signature)

[Handwritten Signature]  
(owner's signature)

WANDA E Kirby  
(printed)

WANDA E Kirby  
(printed)

4603 Comm View Cir 23  
(street address) (Lot no.)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared WANDA E. KIRBY and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 10 day of August, 1997  
1997.

Brenda K. Semneck  
Notary Public--Signature BRENDA K. SEMNECK  
~~\*WANDA E Kirby~~  
Printed

My Commission Expires: APRIL 8, 2001 Residence County: SHELBY

\* signed before I could stop her BS

The undersigned Owner(s) of Lot 94 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Richard M. Rogers  
(owner's signature)

Doris M. Rogers  
(owner's signature)

Richard M. ROGERS  
(printed)

DORIS M. ROGERS  
(printed)

4609 COMMON VIEW CIRCLE  
(street address)

94  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared Richard M. Rogers and Doris M. Rogers, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 5th day of August, 1997.

~~~~~  
Diana K. Weisenbach  
Notary Public, State of Indiana  
Marion County  
My Commission Expires 09/14/99  
~~~~~

Diana K. Weisenbach  
Notary Public—Signature

\_\_\_\_\_  
Printed

My Commission Expires: \_\_\_\_\_

Residence County: \_\_\_\_\_



The undersigned Owner(s) of Lot 96 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Paula K. Fike  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

PAULA K. FIKE  
(printed)

\_\_\_\_\_  
(printed)

4621 Common View Circle  
(street address)

96  
(Lot no.)

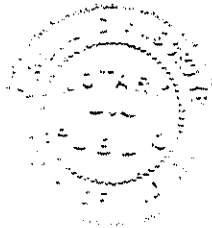
STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion    )

Before me, a Notary Public, in and for said County and State, personally appeared Paula K. Fike and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 1 day of August, 1997.

Janel C. Musgrove  
Notary Public—Signature

Janel C. Musgrove  
Printed

My Commission Expires: 3/5/2001     Residence County: Marion





The undersigned Owner(s) of Lot 97 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Donna L. Balogh  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Donna L. Balogh  
(printed)

\_\_\_\_\_  
(printed)

4629 Common View Circle  
(street address)

97  
(Lot no.)

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Donna L. Balogh and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 31<sup>st</sup> day of July, 1997

Lisa A. Snyder  
Notary Public--Signature

Lisa A. Snyder  
Printed



My Commission Expires: 7.26.99 Residence County: Marion

The undersigned Owner(s) of Lot 99 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Kristen Sharron  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

4709 Common View Cir  
(printed)

\_\_\_\_\_  
(printed)

Kristen Sharron  
(street address)

99  
(Lot no.)

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Kristen Sharron and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 13<sup>th</sup> day of August, 1997.

Carol L. Cox  
Notary Public-Signature

Carol L. Cox  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999

The undersigned Owner(s) of Lot 100 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Brad J. Williams  
(owner's signature)

Jennifer O. Williams  
(owner's signature)

BRAD J. WILLIAMS  
(printed)

JENNIFER O. WILLIAMS  
(printed)

4715 COMMON VIEW CIRCLE  
(street address)

100  
(Lot no.)

STATE OF INDIANA     )  
  ) SS:  
COUNTY OF Hamilton     )

Before me, a Notary Public, in and for said County and State, personally appeared Brad J. Williams and Jennifer O. Williams, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 1st day of August, 1997.

Carol J. Congress  
Notary Public - Signature

Carol J. Congress  
Printed

My Commission Expires: 12/4/97     Residence County: Hamilton

The undersigned Owner(s) of Lot 101 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Reva M. Horine  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

REVA M. HORINE  
(printed)

\_\_\_\_\_  
(printed)

4701 Common View Circle  
(street address)

101  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for said County and State, personally appeared Reva M. Horine and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 8 day of August; 1997

Margaret L. Larsh  
Notary Public—Signature

MARGARET L. LARSH  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAR. 9, 2000  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: Marion



The undersigned Owner(s) of Lot 103 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Thomas H. Borstoff  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

THOMAS H. BORSTOFF  
(printed)

\_\_\_\_\_  
(printed)

4733 Common View Court  
(street address)

103  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared THOMAS H. BORSTOFF and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 9<sup>th</sup> day of AUGUST, 1997.

Nick G. Ricos  
Notary Public--Signature

NICK G. RICOS  
Printed

My Commission Expires: 6-19-01     Residence County: MARION



The undersigned Owner(s) of Lot 105 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Dennis E. Ingman  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

Dennis Ingman, M.D.  
(printed)

\_\_\_\_\_  
(printed)

4803 Cannon View Circle  
(street address)

105  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared Dennis E. Ingman, M.D. and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 11<sup>th</sup> day of August, 1997.

Carol L Cox  
Notary Public—Signature

CAROL L COX  
Printed

My Commission Expires: \_\_\_\_\_ Residence County: \_\_\_\_\_

CAROL L COX  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION EXP. MAY 11, 1999





The undersigned Owner(s) of Lot 109 in Kessler Commons, Section II, a subdivision in Marion County, Indiana, having reviewed the above Amendments to the Plat Covenants and Restrictions for Kessler Commons, Sections I and II, do hereby adopt, ratify and approve, for themselves, their heirs, successors and assigns, said Amendments.

Raymond Starkey  
(owner's signature)

\_\_\_\_\_  
(owner's signature)

RAYMOND STARKEY  
(printed)

\_\_\_\_\_  
(printed)

4827 Common View Circle  
(street address)

109  
(Lot no.)

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public, in and for said County and State, personally appeared RAYMOND STARKEY and \_\_\_\_\_, who acknowledged the execution of the foregoing Amendments to Plat Covenants and Restrictions for Kessler Commons, Sections I and II, and who, having been duly sworn, stated that the statements contained herein are true to the best of his/her/their knowledge and belief. Subscribed and sworn to before me this 9<sup>th</sup> day of AUGUST, 1997.

Nick G. Ricos  
Notary Public-Signature

NICK G. RICOS  
Printed

My Commission Expires: 6-19-01     Residence County: MARION