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North Pointe Bay Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 1. "Association" shall mean and refer to

DEFINITIONS

ARTICLE II

Indiana.

North Pointe Bay, a subdivision located in Marion County, Indiana.

This subdivision shall be known and designated as

NAME

ARTICLE I

WHEREAS, Declarant is the owner of certain property in Indianapolis, Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

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

WITNESSETH:

THIS DECLARATION, made on the date hereinafter set forth by Jackson Leasing Co., an Indiana general partnership, hereinafter referred to as "Declarant".

NORTH POINTE BAY

OF

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to the real estate described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Plat" shall mean and refer to the subdivision plat of the Properties recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented.

Section 5. "Driveway Easements" shall mean and refer to the easements for ingress and egress appurtenant to the Lots as shown on the Plat and labeled "P.D.E.". The rights of Owners as to their respective Driveway Easements are more specifically described in Article XII.

Section 6. "Lot" shall mean and refer to any parcel of land shown upon the Plat. With respect to any single-family portion of any Building that may be constructed on a part of more than one of such parcels, "Lot" shall mean and refer to the real estate conveyed in connection with such dwelling unit.

Section 7. "Building" shall mean and refer to any multi-family dwelling unit that may be constructed on a part of more than one lot.

Section 8. "Declarant" shall mean and refer to Jackson Lathing Co., its successors and assigns as a declarant.

Section 9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.

Section 10. "Original Builder" shall mean and refer to the person or entity (whether one or more) to whom any lot is first conveyed by Declarant for the purpose of the construction of a dwelling unit thereon (or his or its successors or assigns for the purpose of such construction).

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Section 1. "Common Area" shall mean and refer to any leased or owned by the Association for the benefit, use and enjoyment of its members.

ARTICLE III
Common Area

Section 1. Obligations of the Association. The Association, subject to the rights of the Owners as set forth in the Declaration, shall be responsible for the management and control, for the exclusive benefit of the Owners, of the Common Area conveyed or leased to it and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair in compliance with the standards of sound property management.

Section 2. Owners' Rights and Reservations of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which may be delegated to family members, lessees and guests of every such Owner (subject to any reasonable and nondiscriminatory rules and regulations which may be enacted by the Association) which shall be appurtenant to and shall pass with membership in the Association, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by any Owner for any period during which any assessment remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) The right of the Association to promulgate reasonable rules and regulations governing the use of the Common Area;

(d) The rights of Declarant as provided in this Declaration;

restrictions contained herein.
freehold estate subject to the covenants, conditions and
conveyed as a separately designated and legally described

Section 5. Conveyance of Lots. Each lot shall be
provided in Section 3 of this Article IV.
subdivided to form units of less area, except as otherwise
Section 4. Subdivision of Lots. No lot shall be
unreasonably disturbed.

of adjacent lots by the Owners thereof shall not be
shall be promulgated and enforced so that the use and enjoyment
any lot or lots is so used, reasonable rules and regulations
other members of the Association. In the event any portion of
it owns for recreational uses for the benefit of all Owners and
otherwise convey or use a portion of any one or more lots which
Declarant shall have the right to subdivide, dedicate or
exclusively for single-family residential purposes, except that

Section 3. Land Use. All lots shall be used
dedicated are hereby dedicated to the public.
Driveway easements) shown on the plat and not heretofore

Section 2. Street Dedication. The streets (but not
public streets as shown on the plat.
of 184 lots numbered from 1a to 46d, both inclusive, with

Section 1. Number of Lots. This subdivision consists
of 184 lots numbered from 1a to 46d, both inclusive, with

ARTICLE IV
LOTS

- (a) [] other rights, obligations and duties an
may be from time to time amended or
supplemented;
- (f) The right of the Association to mortgage any
or all of the Common Area with the assent of
two-thirds (2/3) of the votes of each lot of
members; and
- (g) The right of the Association to grant
reasonable utility easements across and
through the Common Area for the benefit of
its members.

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Certain utility lines, sewer and other facilities and other improvements located on one lot may serve other lots. The Association and any member thereof whose enjoyment of the use and occupancy of his lot is affected thereby, shall have an easement thereto and shall have the right, at reasonable times and at any time in case of emergency, to go upon any other lot for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one lot.

If any Owner shall fail to adequately maintain the open area included within his lot (excluding the maintenance responsibilities of the Association as hereinafter provided), the Association upon the giving of ten (10) days written notice to such Owner, shall have the right to enter upon such open area and do any necessary maintenance thereon. The cost of such maintenance shall be a special assessment against such lot and the Owner thereof.

The Association shall have and is hereby granted an easement for access to all lots for ingress and egress as reasonably required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration. The easement specified herein is also reserved for the benefit of Declarant and Original Builder so long as Declarant owns any lot and for so long as Declarant or Original Builder may be liable under any builder's warranty, including any construction, maintenance or repair work reasonably required in connection with the areas shown as Block A and Block B on the Plat.

ACCESS RIGHTS OF ASSOCIATION

ARTICLE V

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Section 1. Type, Size and Nature of Improvement. No single-family dwelling, garage, outbuilding, fence or wall shall be erected, placed or constructed on any lot, other than original construction by or on behalf of Declarant or Original Builder, except in a manner approved in writing by Board of Directors or the architectural committee specified in Article XIV hereof prior to the commencement of construction as to the type of materials, exterior facade, design, layout, location, finished grade elevations and the like. Approval shall be considered based upon satisfactory plans and specifications providing such detail as may be reasonably required (which upon approval shall be strictly adhered to throughout construction unless modified or amended with further written approval) subject to the improvement of any lot satisfying the following minimum standards:

(a) No structure or building shall be erected, placed or constructed on any lot other than one (1) single-family dwelling unit not exceed three (3) stories in height, one (1) private garage for not more than three (3) cars and such other outbuildings as are usual and incidental to the use of such lot for single-family residential purposes.

(b) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected, placed or constructed on any lot for use as a residence, either temporarily or permanently, or at any time be used for such purpose.

(c) Every single-family dwelling unit erected, placed or constructed on any lot shall have a minimum finished floor area, exclusive of open porches, stoops, attached garages or carports, of seven hundred (700) square feet. In the case of a two-story structure, at least four hundred (400) square feet of the required minimum floor area shall be on the first (1st) floor.

(d) All materials used on the exterior of any single-family dwelling unit, garage or outbuilding erected, placed or constructed on any lot shall be demonstrated to last at least fifty (50) years and shall be new, except that used brick, weathered barn siding or the like, or interior design features utilizing other than new materials may be approved by Declarant.

ARTICLE VI
 USE RESTRICTIONS

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and sanitary condition.

storage or disposal of such material shall be kept in a clean container and all incinerators or other equipment for the waste matter or materials shall be kept only in sanitary maintained as a dumping ground for rubbish, trash or garbage.

Section 3. Waste Disposal. No lot shall be used or purpose, that they are not kept, bred or maintained for any commercial of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided

Section 2. Animals. No animals, livestock or poultry requested as the disapproval of the request made. continued as the failure to issue such written approval shall be requested, the failure to issue such written approval shall be required hereunder within twenty-one (21) days from the date

In the event that written approval is not received as requested, the failure to issue such written approval shall be required hereunder within twenty-one (21) days from the date

lines.

height to prevent obstruction of such sight

foliage line is maintained at sufficient

distances of such intersections unless the

shall be permitted to remain within such

a driveway, pavement or alley line. No tree

intersection of a street line with the edge of

any lot within ten (10) feet from the

the same side line limitations shall apply to

intersection of the street lines extended,

of a rounded property corner, from the

connecting point twenty-five (25) feet from

the intersection of such lines, or in the case

corner lot within the triangular area formed

by the street right-of-way lines and a line

shall be placed or permitted to remain on any

two (2) and six (6) feet above any street

obstruction side lines and elevations between

No fence, wall, hedge or shrub planting which

- (g) No fence, wall, hedge or shrub planting which obstructs side lines and elevations between two (2) and six (6) feet above any street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended, the same side line limitations shall apply to any lot within ten (10) feet from the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- (f) Any tank for the storage of fuel erected, placed or constructed on any lot outside of any structure or building permitted hereunder shall be concealed or otherwise located below the surface of the ground.
- (e) No fence, wall, hedge or shrub planting which obstructs side lines and elevations between two (2) and six (6) feet above any street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street right-of-way lines and a line connecting the intersection of such lines, or in the case of a rounded property corner, from the intersection of the street lines extended, the same side line limitations shall apply to any lot within ten (10) feet from the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
- (d) Every single-family dwelling unit, garage or outbuilding erected, placed or constructed on any lot shall be completed, including at least one (1) coat of paint, stain, varnish or preservative on any exterior wood surfaces. [Unit] all work is completed and such single-family dwelling unit is ready for occupancy, the lot shall be kept and maintained in a right and orderly manner and no trash or other rubbish shall be permitted to unreasonably accumulate thereon.
- (c) Any tank for the storage of fuel erected, placed or constructed on any lot outside of any structure or building permitted hereunder shall be concealed or otherwise located below the surface of the ground.

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offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 4. Prohibited Activities. No noxious or offensive activity shall be carried on upon any lot nor shall water supply system or sanitary sewer system shall be permitted on any lot.

Section 5. Water and Sewer System. No individual vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot.

Section 6. Certain Vehicles Prohibited. Any motor vehicle which is encountered in the construction of any drain which is encountered in the construction of any improvements on any lot shall be perpetuated and all owners of lots and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

Section 7. Drainage. Any field tile or underground drainage shall be maintained upon any portion of the exterior television, radio or other type of antennae shall be placed, allowed or maintained upon any portion of the properties not upon any structure or improvement situated upon the properties.

Section 8. Exterior Antennae. Without prior written approval and authorization of the Board of Directors, no exterior television, radio or other type of antennae shall be placed, allowed or maintained upon any portion of the properties not upon any structure or improvement situated upon the properties.

Section 9. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of construction and sale of lots, upon any portion of the properties which Declarant owns, such facilities as in the sole opinion of Declarant may be reasonably required, or be convenient or incidental to the construction and sale of the lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices and business offices.

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

ARTICLE VII

Section 1. Membership. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be apportioned to and may not be repeated from ownership of any lot.

Section 2. Classes of Membership. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners with the exception of the Declarant and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or

(b) on January 1, 1986.

Section 3. Board of Directors. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4. Professional Management. No contract or agreement for professional management of the Association nor any other contract with Declarant 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 fee by written notice of ninety (90) days or less.

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the monthly assessment applicable to other lots. assessment for such lot shall be twenty-five per cent (25%) of the residential unit thereon is incomplete, the maximum monthly per lot, except that if a lot is undeveloped or construction of assessment on any lot conveyed by Declarant shall be \$ (a) Until January 1, 1982, the maximum monthly

Section 3. Maximum Monthly Assessments.

other purposes as specifically provided herein. Common Area and the living units situated on the Properties and Properties and for the improvement and maintenance of the the health, safety, and welfare of the residents in the Levied by the Association shall be used exclusively to promote

Section 2. Purpose of Assessments. The assessments

to his successors in title unless expressly assumed by them. personal obligation for delinquent assessments shall not pass property at the time when the assessment fell due. The the personal obligation of the person who was the Owner of such interest, costs, and reasonable attorneys' fees, shall also be such assessment is made. Each such assessment, together with shall be a continuing lien upon the property against which each reasonable attorneys' fees, shall be a charge on the land and and special assessments, together with interest, costs, and established and collected as hereinafter provided. The monthly Article V, Article X and Article XI; such assessments to be operating deficits; and (3) special assessments as provided in charges; (2) special assessments for capital improvements and to pay to the Association; (1) monthly assessments or be so expressed in such deed, is deemed to covenant and agree not by acceptance of a deed herefor, whether or not it shall within the Properties, hereby covenants, and each Owner of any

Section 1. Creation of the Lien and Personal

COVENANT FOR MAINTENANCE ASSESSMENTS

ARTICLE VIII

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proxies entitled to cast sixty per cent (60%) of all the votes the first such meeting called, the presence of members or of 30 days not more than 60 days in advance of the meeting. At under Section 3 or 4 shall be sent to all members not less than meeting called for the purpose of taking any action authorized

Authorized Under Sections 3 and 4. Written notice of any
Section 5. Notice and Quorum for Any Action

duly called for this purpose.
the members who are voting in person or by proxy at a meeting assessment shall have the assent of a majority of the votes of Association may from time to time incur, provided that any such is required to maintain or for operating deficits which the or replacement of any capital improvement which the Association in part, the cost of any construction, reconstruction, repair a special assessment for the purpose of destroying, in whole or monthly assessments authorized above, the Association may levy

Improvements and Operating Deficits. In addition to the
Section 4. Special Assessments for Capital

to maintain.
or of any capital improvement which the Association is required purpose of providing repair and replacement of the Common Areas set aside or otherwise allocated in a reserve fund for the (e) A portion of such monthly assessments shall be assessment at an amount not in excess of the maximum.
(d) The Board of Directors may fix the monthly at a meeting duly called for this purpose.
majority of the members who are voting in person or by proxy, monthly assessment may be increased above 158 by a vote of a (c) From and after January 1, 1982, the maximum without a vote of the membership.
than 158 above the maximum assessment for the previous year (b) From and after January 1, 1982, the maximum monthly assessment may be increased each calendar year not more

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as the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section F. Uniform Rate of Assessment. Both monthly and special assessments for Common Area expenses, Common Area capital improvements and operating deficits must be fixed at a uniform rate for all lots and may be collected on a monthly basis. Other lot assessments (not including special assessments under Article V and X hereof, shall be fixed at a uniform rate for all lots, except that in the event Declarant or Original Builder shall construct Buildings of two (2) or more substantially different models or sizes, then that portion of lot assessments for maintenance, repair, replacement or reserve and for casualty insurance for lots and buildings may be fixed at a uniform rate (based on a pro rata share of cost) for each class of lots, based upon the type of building constructed thereon by Declarant or Original Builder.

Section 7. Date of Commencement of Monthly Assessments Due Dates. The monthly assessment provided for herein and the insurance assessment provided for in Article X shall commence on each lot on the first day of the first month following the conveyance of such lot by Declarant. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the

provided, however, the sale or transfer of any lot pursuant to assessments thereafter becoming due or from the lien thereof. sale or transfer shall relieve such lot from liability for any transfer of any lot shall not affect the assessment lien. No subordinate to the lien of any first mortgage, sale or

Section 9. Subordination of the Lien to Mortgage.
The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage, sale or

the assessment provided for herein by abandonment of his lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by the court, together with the costs of the action in favor of the prevailing party.

as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action in favor of the prevailing party. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot. No Owner may waive or otherwise escape liability for the assessment provided for herein by the court, together with the costs of the action in favor of the prevailing party.

Section 8. Effect of Nonpayment of Assessments.
Assessments provided for herein shall be binding upon the Association as of the date of its insurance.

Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its insurance.

facilities or fixtures affecting or serving other lots, then within any lot shall be connected to similar equipment. To the extent that equipment, facilities and fixtures otherwise provided herein.

repair, and replacements of the improvements on his lot unless leading into the residence, and any and all other maintenance, replacement of all windows in his residence and also the doors further shall be responsible for the maintenance, repair and conditioning system and any partitions and interior walls. He within his residence, including the heating and air all the maintenance, repairs, decorating and replacements. Lot shall furnish and be responsible for, at his own expense,

Section 1. Maintenance by Owners. The Owner of each

MAINTENANCE

ARTICLE X

and other improvements. changes in the location or manner of construction of buildings remains unsold. Declarant also reserves the right to make retains the right to be considered an Owner of any lot that office with employees, and to show lots then unsold. Declarant maintain a model, erect signs, maintain an office, staff the Declarant includes, but is not limited to, the right to their being sold. This reservation of right or privilege in and development of the project from any of such lots prior to conduct other businesses in connection with the construction right to use any of the lots as models and to sell, assign or

Section 1. Use of Property. Declarant reserves the

DECLARANT'S RIGHTS

ARTICLE IX

the date of such sale or transfer. extinguish the lien of all assessments becoming due prior to action) or any proceeding or deed in lieu thereof shall necessity of joining the Association in any such foreclosure the foreclosure of any first mortgage on such lot without the

Declarant has or may construct landscape islands or other similar improvements within a portion or portions of Bay Circle Drive, Fox Valley Place or Chaseway Court, or any or all assessment to which such lot is subject.

or repairs shall be added to and become a part of the his family, guests, or invitees, the cost of such maintenance is caused through the willful or negligent act of the Owner, In the event that the need for maintenance or repair

doorways, windows, and window frames, maintenance shall not include glass surfaces, doors and of Driveway Basements and front walks. Such exterior trees, trash removal and snow removal from the paved portions surfaces, and other exterior improvements, lawns, shrubs, care for roofs, gutters, downspouts, exterior building assessment hereunder, as follows: paint, repair, replace and exterior maintenance upon each lot which is subject to upon the Driveway Basements, the Association shall provide

Section 2. Maintenance of Driveway Basements.

Association shall be responsible for the maintenance, repair and repaving of all Driveway Basements and for the maintenance and repair of any pedestrian walkways or sidewalks constructed or to be constructed within the properties by Declarant for the benefit of all Owners of Lots. Driveway Basements shall be maintained at all times in such a manner as to provide ingress and egress, both pedestrian and vehicular, from each lot to and from a public street or highway.

Section 3. Exterior Maintenance Obligations of

Association shall be responsible for the maintenance, repair and repaving of all Driveway Basements and for the maintenance and repair of any pedestrian walkways or sidewalks constructed or to be constructed within the properties by Declarant for the benefit of all Owners of Lots. Driveway Basements shall be maintained at all times in such a manner as to provide ingress and egress, both pedestrian and vehicular, from each lot to and from a public street or highway.

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Section 5. Maintenance of Driveway Basements.

Association shall be responsible for the maintenance, repair and repaving of all Driveway Basements and for the maintenance and repair of any pedestrian walkways or sidewalks constructed or to be constructed within the properties by Declarant for the benefit of all Owners of Lots. Driveway Basements shall be maintained at all times in such a manner as to provide ingress and egress, both pedestrian and vehicular, from each lot to and from a public street or highway.

right to ... against the Association, obtainable ... provisions that the insurer (a) waives the coverage ... shall to the extent the same are such as to cover casualty insurance policy, and all risk Owner, and, if applicable, the first mortgagee of each lot. coverage shall be for the benefit of the Association, each assessment for each lot on a pro rata basis. Such insurance appraisal shall be included in the monthly maintenance determined by a qualified appraiser and the cost of any such Association, it may cause such full replacement value to be the insurance required above. It deemed advisable by the purchase such additional insurance as is necessary to provide annually the amount and type of such insurance and shall reasonable amounts it shall also obtain "all risk" coverage. elsewhere. If the Association can obtain such coverage for property owned by any Owner whether located on a lot or improvements included by any Owner and excluding any personal improvements thereon, all fixtures, betterments and value of the improvements excluding, as to any lot and the buildings, in an amount consonant with the full replacement properties, including the Common Area and all living units and affording fire and extended coverage insurance insuring the purchase a master casualty insurance policy or policies

Section 1. Casualty Insurance. The Association shall

INSURANCE
ARTICLE XI

and replacement of the Common Area and improvements thereon. Association shall be responsible for the maintenance, repair

Section 4. Maintenance of the Common Area. The clean and presentable condition at all times. other improvements and shall keep such improvements in a neat, Association shall repair and maintain such landscape features or required by any governmental entity having jurisdiction, the of them, for the benefit of the community. Unless otherwise

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paid by the Association and the pro-rata cost thereof shall be premiums for all such insurance hereinafter described shall be

Section 3. Monthly Assessment for Insurance. The

Association.

companies all losses under policies purchased by the the Board of Directors his right to adjust with the insurance Association. Each Owner shall be deemed to have delegated to of Directors and any managing agent acting on behalf of the insure to the benefit of each Owner, the Association, its Board party against another insured party. Such insurance shall provide for and cover cross liability claims of one insured advisable or appropriate. Such insurance coverage shall also the Board of Directors shall from time to time deem necessary, workmen's compensation insurance, and such other insurance as required by law to be maintained, including but not limited to The Association shall also obtain any other insurance other persons entitled to occupy any lot.

foregoing with respect to the Association, all Owners and all who may come to act as agents or employees of any of the the Association or Board of Directors, all persons acting or Association, its Board of Directors, any committee or organ of comprehensive public liability insurance policy shall cover the Directors shall deem appropriate from time to time. Such insurance policy in such amount or amounts as the Board of shall also purchase a master comprehensive public liability Section 2. Liability Insurance. The Association

permitted.

which may be purchased by individual Owners as hereinafter not be entitled to contribution against casualty insurance such insurance upon reasonable terms, that the insurer shall providing further, if the Board of Directors is able to obtain on the invalidity arising from the acts of the insured, and respective agents and guests, and (b) waives any defense based its Board of Directors, its agents and employees, Owners, their

by separate monthly payments to which each lot conveyed
 Article VIII. Each Owner shall pay to the Association at
 the time the lot is conveyed to such Owner an amount equal to
 fifteen (15) monthly insurance assessments and shall maintain
 such prepayment account at all times. The Association shall
 hold such funds in escrow for the payment for the purchase of
 insurance as herein provided or shall use such funds to prepay
 the premiums of the required insurance, when any such policy
 of insurance heretofore described has been obtained by or on
 behalf of the Association, written notice of the obtaining
 thereof and of any subsequent changes therein or termination
 thereof shall be promptly furnished to each Owner of Mortgage
 whose interest may be affected thereby, which notice shall be
 furnished by the officer of the Association who is required to
 send notices of meetings of the Association.

Section 4. Distribution to Mortgage. In no event
 shall any distribution of proceeds be made by the Board of
 Directors directly to an Owner where there is a mortgage
 endorsement on the certificate of insurance. In such event any
 remittances shall be to the Owner and his mortgagee jointly.
Section 5. Additional Insurance. Each Owner shall be
 solely responsible for and may obtain such additional insurance
 as he deems necessary or desirable at his own expense extending
 coverage upon his personal property, the contents of his
 residence (including, but not limited to, all floor, ceiling
 and wall coverings and fixtures, betterments and improvements
 installed by him) and his personal property stored elsewhere on
 the premises, and for his personal liability, but all such
 insurance shall contain the same provisions for waiver of
 subrogation as referred to in the foregoing provisions for the
 master casualty insurance policy to be obtained by the
 Association. Each Owner may obtain casualty insurance at his
 own expense upon his lot but such insurance shall provide that

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It shall be without contribution as against the casualty loss if insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proportion of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

Section 6. Casualty and Restoration. Damage to or destruction of the Common Area or any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose.

Section 7. Inefficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area or any Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a special assessment against all lots for such deficiency.

For purposes of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of the Common Area or any Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.

Section 8. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the

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reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the property, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Buildings affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

ARTICLE XII
BASEMENTS

Section 1. Drainage, Utility and Sewer Basements. As noted on the Plat, Declarant has reserved the open areas of the lots as an undrained Drainage, Utility and Sewer Basement (D.U. & S. Basement). In doing so, it is the intention of Declarant to provide the needed flexibility to itself and Original Builder to properly install and allow to be maintained all electrical, telephone, water, gas, sewer and other utility services (including all lines, pipes, wires, cables, ducts, etc., including cable television and the like) to the living units constructed on the various lots. The D.U. & S. Basement shall include all open areas of the lots outside the Buildings originally constructed by Declarant or Original Builder, but not including any areas covered by chimneys, patios, porches or similar appurtenances of Buildings. No other improvements or permanent structures (excluding walkways, pavement on Driveway Basements and fences) shall be placed within the D.U. & S. Basements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the

right of Declarant and Original Builder while they own any lot) and the Association to provide for and maintain appropriate drainage. provided, this shall not prohibit walkways and pavement on the Driveway Easements.

Declarant further reserves unto itself an easement and right of way in and to the area shown on the plat as Blocks "A" and "B", and an easement of ingress and egress through so much of the remainder of the properties as is reasonably necessary or appropriate, to perform such actions as are required or are reasonably necessary or appropriate for the purpose of establishing and maintaining proper surface water drainage throughout the properties including the construction, repair and maintenance of retention and detention ponds or lakes in accordance with the requirements of all governmental agencies having jurisdiction. The easement hereby reserved shall terminate one (1) year after Declarant shall have conveyed the last lot on the Properties. provided, however, the reservation of this easement and terms and provisions contained herein shall not be construed so as to impose upon Declarant any higher or different duty or obligation than is imposed by applicable law.

Section 2. Driveway Easements. Driveway Easements as specified in Article II, Section 5 and as shown on the plat, are hereby reserved for the common use and enjoyment of the Owners of any Lot or Lots, their families and invitees. Such Driveway Easements shall not be used for parking of trucks or other commercial vehicles, except temporarily or incidentally for the making of pickups and deliveries to neighboring lots. No motorcycles, bicycles, toys or other private property shall be allowed to obstruct any Driveway Easement, nor shall the same be stored in the open alongside building walls or other locations of public view. Cars, trucks and other vehicles shall not be parked on the paved portion of any Driveway Easement so as to impede access from or to any lot or public

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private, over and upon the Driveway Basements and any
cars, ambulances, etc., and emergency personnel, public and
an emergency by emergency vehicles such as fire trucks, police
assessment is hereby dedicated and granted for use in the case of

Section 4. Assessment for Emergency Purpose. An

first occurs.
Lot within the properties or on January 1, 1985, whichever
one (1) year after the Declaration shall have conveyed the last
further after or grant assessments shall automatically terminate
Section 3 shall run with the land and Declarant's right to
Lot. The rights and assessments reserved by Declarant in this
unreasonably restricts the rights of ingress and egress to any
any lot or any Owner's use or enjoyment thereof or which
adversely affects any Building or portion thereof located upon
3 shall not be exercised in a manner which unreasonably and
herein; provided, however, the rights reserved in this Section
shall take title subject to the rights and assessments reserved
the Recorder of Marion County, Indiana and any Owner of any lot
amended plat or amendment to the plat recorded in the Office of
other easement, license or right-of-way by written instrument,
drainage, utility and sewer easement, driveway easement, or
specifically describe or to change the description of any such
the properties. Declarant further reserves the right to more
earlier purposes on or within any lot or lots or any portion of
necessary or appropriate, for ingress, egress, utility and
non-exclusive, surface or otherwise, as Declarant may deem
and rights-of-way, temporary or permanent, exclusive or
Driveway Basements and to grant such further easements, licenses
location of any drainage, utility, and sewer easement or any
title and authority to relocate, alter or otherwise change the
further reserves unto itself an easement and the full right.
Section 3. Additional Basement Rights. Declarant
shall ever be placed or constructed on any Driveway Basement.
front. No fence, barrier or other obstruction of any kind

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to such use.

be shared by the Owners who make use of the wall in proportion
 cost of reasonable repair and maintenance of a party wall shall
Section 2. Sharing of Repair and Maintenance. The
 omissions shall apply thereto.

for property damage due to negligence or willful acts or
 the general rules of law regarding party walls and liability
 extent not inconsistent with the provisions of this Article,
 between the lots shall constitute a party wall, and, to the
 homes upon the properties and placed on the dividing lines
 which is built as a part of the original construction of the
Section 1. General Rules of Law to Apply. Each wall

PARTY WALLS
ARTICLE XIII

plat as "P.B.M." and shall be maintained by the Association.
 above grade, shall be located within the areas noted on the
 zoning requirements, shall not extend more than four (4) feet
 such as street addresses, shall comply with all applicable
 directional signs shall contain only directional information
 maintain directional signs upon the properties. Such
 grants to the Association, the right and easement to erect and
 for so long as it owns any lot, and thereafter reserves and
 signs and entrance easements. Declarant reserves unto itself
 entrance sign within the areas shown on the plat as permanent
 Association, the right and easement to erect and maintain an
 reserves and grants to the Owners by and through the
 unto itself for so long as it owns any lot, and thereafter
Section 5. Easement for Signs. Declarant reserves
 22c, 23a and 23b as more particularly shown on the plat.
 further dedicated for emergency purposes only between lots 22b,
 pedestrian walkways or sidewalks. An access easement in

Any change in the appearance or the color of any part of the of three (3) or more representatives appointed by the Board. of the Association, or by an architectural committee composed surrounding structures and topography by the Board of Directors harmony of external design and location in relation to same shall have been submitted to and approved in writing as to the nature, kind, shape, height, materials, and location of the Directors, be made until the plans and specifications showing change or alteration therein, other than by the Board or upon the properties, nor shall any exterior addition to or original construction of buildings by or on behalf of Declarant or Original Builder, shall be commenced, erected or maintained No building, fence, wall or other structure, except

ARCHITECTURAL CONTROL
ARTICLE XIV

such Owner's successors in title.
this Article shall be appurtenant to the land and shall pass to right of any Owner to contribution from any other Owner under to
Section 5. Right to Contribution Runs With Land. The such elements.
the whole cost of furnishing the necessary protection against causes the party wall to be exposed to the elements shall bear Article XI hereto, an Owner who by his negligent or willful act other provision of this Article but subject to the provision of Section 4. Weatherproofing. Notwithstanding any regarding liability for negligent or willful acts or omissions, a larger contribution from the others under any rule of law prejudice, however, to the right of any such Owners to call for cost of restoration thereof in proportion to such use without thereafter make use of the wall, they shall contribute to the who has used the wall may restore it, and if the other Owners is destroyed or damaged by fire or other casualty, any Owner Section 3. Destruction by Fire or Other Casualty. Subject to the provisions of Article XI hereto, if a party wall

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event, an exclusive easement shall be deemed to exist and fun
of any other adjacent lot or any Common Area, then in such
encroaches or shall hereafter encroach upon any minor portion
in this Article XVI referred to as the "Encroaching Unit") now
the single-family residence appurtenant to a lot (hereinafter
or siting of a Building, any part of a Building consisting of
It, by reason of the location, construction, setting

ENCROACHMENTS AND EASEMENTS FOR BUILDINGS

ARTICLE XVI

development of the properties.
sale of lots or single-family dwellings as a part of the
effect the activities of Declarant or Original Builder in the
Nothing contained herein shall be construed or interpreted to
regularly conducted in another location away from such lot.
the owner or occupant of any such lot and which is generally or
which is incidental to a business, profession or occupation of
shall be conducted or maintained on any lot other than one
Section 2. Home Occupations. No home occupation
any way describe the existence or conduct of a home occupation.
placed or maintained on any lot which identify, advertise or in
Marion County, Indiana, 68-AO-2, as amended) shall be erected,
Section 2.10 of the Dwelling District Zoning Ordinance of
or description (including incidental) signs as regulated in
approval of Declarant. Further, no signs of any nature, kind
signs) shall be displayed on any lot without the prior written
advertising signs of any kind (other than interior window
Section 1. Signs. Prior to January 1, 1983, no

SIGNS AND HOME OCCUPATIONS

ARTICLE XV

exterior of a residence shall be deemed a change thereto and
shall require the approval thereof as above provided.

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properties, at any time within (2) years after the recordation by Declarant, if it then has any ownership interest in the prior written approval. This Declaration may also be amended set out hereunder may be amended or changed without Declarant's however, none of the rights or duties of Declarant reserved or by at least two-thirds (2/3) of the then Owner, provided, of the Recorder of Marion County, Indiana, signed or approved the date of recordation by an instrument recorded in the Office amended or changed at any time within ten (10) years following Section 2. Amendment. This Declaration may be thereof.

attorneys' fees and the costs and expenses incurred as a result contained herein, and shall be entitled to recover reasonable compliance with the covenants, conditions and restrictions or secure removal by due process of any structure not in actual damages, including the right to secure injunctive relief under applicable Indiana law, with or without proving any pursue any and all remedies, at law or in equity, available covenants, conditions and restrictions contained herein, and parties claiming under them shall have the right to enforce the persons in ownership from time to time of the lots and all conditions and restrictions herein enumerated, Declarant, the violation, or threatened violation, of any of the covenants,

Section 1. Right of Enforcement. In the event of a

GENERAL PROVISIONS

ARTICLE XVII

other lot and serving his lot.
 utility lines and other common facilities located in or on any other Owner to use all pipes, wires, ducts, cables, conduits, Each Owner shall have an easement in common with each thereof.
 and enjoyment of the Encroaching Unit and all appurtenances to the Owner of the Encroaching Unit for the maintenance, use

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hereof, except that Decarant shall not effect any of the following changes without the approval of two-thirds (2/3) of the first mortgagee of the lot (based upon one (1) note for each mortgage) or two-thirds (2/3) of Owners of lots (excluding Decarant and Original Builder):

- (a) the abandonment, partition, subdivision, encumbrance, sale or transfer (other than to the Association) of the Common Area (other than the granting or altering of utility and drainage easements);
- (b) change in the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;
- (c) change the provisions herein governing architectural design of improvements on lots and the extent of maintenance of building, walks, lawns etc.;
- (d) allow the Association to maintain fire and expanded insurance coverage on the Common Area in an amount less than the full insurable value thereof (based on current replacement cost);
- (e) allow the Association to use hazard insurance proceeds for losses to the Common Area for other than the repair, replacement or reconstruction of the Common Area.

This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recording in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 3. Annexation. Additional residential property may be annexed to the Property with the consent of a majority of ownership of the lots by the recording of a declaration applicable to such annexed real estate which incorporates the terms of the Declaration herein.

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1980.

Declaration to be executed this 14th day of ~~March~~ ~~1980~~
Justice, Jr., as Trustee, General Partner has caused this
IN WITNESS WHEREOF, Jackson Leasing Co., by Brady N.

sixty (60) days.

applicable documents which default has not been cured within
Incorporation of the Association, its By-Laws or any other
Owner's obligations under this Declaration, the Articles of
of the owner of such lot, if any, in the performance of such
holding a first mortgage upon any lot specifying the default
upon request, shall provide written notification to any lender
Section 5. Notice to Mortgagees. The Association,

costs incurred, including reasonable attorneys' fees.
reimbursement therefore from the Association along with any
accordance with this section shall be entitled to immediate
coverage. Any such lender or lenders making payments in
which the Association has an obligation to maintain insurance
property owned by the Association or covering any property for
lapse of any policies for any such Common Area or other
insurance policies or secure new insurance coverage on the
overdue premiums on any hazard, casualty, liability or other
owned by the Association and such lender or lenders may pay any
become a charge or lien against any Common Area or any property
taxes or charges which are in default and which may or have
lots may, jointly or singly, pay any real estate taxes or other
holding a first mortgage or first mortgages upon any lot or
Section 5. Mortgage Rights. Any lender or lenders

Common Area, and amendment of this Declaration.
Development; annexation of additional property, dedication of
prior approval of the Department of Housing and Urban
Class B membership the following actions will require the
Section 4. Map Approval. As long as there is a

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This instrument was prepared by John W. Van Buskirk, Attorney.



[Signature]
My County of Residence:
12-21-80
My Commission Expires:

Printed
DONNA J. KENAN

[Signature]
Notary Public

Dated this 4th day of December, 1980.

on behalf of said general partnership,
acknowledged the execution of the foregoing Declaration for and
partnership, who, after having been first duly sworn,
General Partner of Jackson Leasing Co., an Indiana general
State, personally appeared Brady R. Justice, Jr., as Trustee,
Before me, a Notary Public, in and for such County and

STATES OF INDIANA)
) SS
COUNTY OF MARION)

BY: [Signature]
Brady R. Justice, Jr., as
Trustee, General Partner

JACKSON LEASING CO.

A part of the Northeast Quarter of Section 17, Township 17 North, Range 3 East in Marion county, Indiana, being more particularly described as follows:

Beginning at a point on the North line of said Quarter Section 130.00 feet North 89.14.13" East of the Northwest corner of said Quarter Section; thence North 89.14.13" East upon and along the North line of said Quarter Section 1439.20 feet, (said point being 518.59 feet South 89.14.13" West of the Northeast corner of said Quarter Section); thence South 00.32.43" West, 303.75 feet; thence South 15.57.13" West, 472.47 feet to a point on the North right-of-way line of Interstate 15, 1966 in the Office of the Recorder of said county; thence North 86.13.42" West along said right-of-way line 120.91 feet; thence South 85.23.01" West along said right-of-way line 601.33 feet; thence South 89.11.52" West along said right-of-way line 576.49 feet; thence North 00.45.47" West, 305.61 feet; thence North 89.14.13" East, 90.00 feet; thence North 00.45.47" West, 24.00 feet; thence North 89.14.13" East, 30.00 feet; thence South 00.45.47" East, 65.00 feet; thence North 89.14.13" East, 40.00 feet; thence North 44.14.13" East, 56.57 feet; thence North 00.45.47" West, 467.00 feet to the point of beginning, 25.511 acres, more or less.

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