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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
PARKVIEW PLACE ASSOCIATION, INC.

FILED 1950
JUL - 2 1950
MARION CO. INDIANA

THIS DECLARATION, made on the date hereinafter set forth by Timber Park Development Corp., an Indiana corporation, (hereinafter referred to as "Declarant") its successors or assigns, having its principal office at 5337 Hollister Drive, Indianapolis, Indiana 46224.

WITNESSES:

WHEREAS, Declarant is the owner of certain real estate in Speedway, County of Marion, State of Indiana; which is more particularly described in Exhibit "A" attached hereto and made part hereof. The real estate described on Exhibit "A" is hereinafter called "PARKVIEW PLACE" or "PROPERTIES," and

WHEREAS, the property which is subject of this Declaration consists of one Phase designated Parkview Place, containing not more than fifty-six (56) lots for the construction of zero lot line attached living units with lots 1 and 2 reserved for a detached single family dwelling and it is hereby included in this Declaration. The total legal Description of Parkview Place is identified in the legal description set forth in Exhibit "A", and

WHEREAS, it is the intent of Declarant that Parkview Place shall have a homeowners association which shall be incorporated as Parkview Place Association, Inc., an Indiana not-for-profit corporation which shall own the Common areas within the Properties and be responsible for the maintenance thereof by mandatory assessments. Where the term "Association" is used in this Declaration it shall be deemed to refer to Parkview Place Association, Inc., and

WHEREAS, the Declarant by this Declaration intends to subdivide the Properties into "Lots" for use as residential attached dwellings, which is more particularly illustrated by a schematic subdivision on Exhibit "B" attached hereto and made a part hereof, and

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WHEREAS, Declarant has (or will have) platted the Properties into not more than Fifty-Six (56) lots for attached single family dwellings, two (2) of such lots shall be reserved for detached single family dwellings. The common areas as hereinafter defined will be owned by the Association.

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

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to Timber Park Development Corporation its successors and assigns.

Section 2. "Association" shall mean and refer to Parkview Place Association, Inc., an Indiana Not-for-Profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to that certain real estate described on Exhibit "A" (subject to easements servicing the Properties) and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners and shall include all areas included on Exhibit "A" hereto which are not

platted as separate lots and excepting the streets and walks of the subdivision which shall be dedicated.

Section 6. "Lot" shall mean and refer to each plot of land shown upon any recorded subdivision map or plat of or within the Properties, with the exception of the Common Area, upon which one dwelling unit may be constructed. 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. "Driveway Easements" shall mean and refer to the surface easements for ingress and egress shared by the separate owners of Lots sharing a common Building. The rights of Owners as to their respective Driveway Easements are more specifically described in Article IX Section 2.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners Easements and Rights of Enjoyment

Every Owner shall have a right and easement of enjoyment in and to the Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

(b) The right of the individual Lot Owners to the exclusive use of any parking spaces established in the Common Area.

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

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. 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 may agree, but in no event shall such vote be split into fractional votes nor shall more than one vote be cast with respect to any Lot. Each vote cast for a Lot shall presumptively be valid, but if such vote is questioned by any Member holding any interest in such Lot, if all such Members are not in agreement the vote of such Lot which is questioned shall not be counted.

Class B. The Class B Member shall be the Declarant and the Class B Member shall be entitled to three (3) votes for each Lot owned. The Declarant may designate one or more persons to cast its votes. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following event, 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 December 31, 1984

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1, of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be \$ 24.00 per Lot.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be adjusted in conformance with the Consumer Price Index ("CPI") published by the U.S. Department of Labor, specifically the Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items, unadjusted for seasonal variation. The maximum assessment for any year shall be the amount determined by (a) taking the dollar amount specified

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above in the first sentence of this Section, (b) multiplying that amount by the published CPI number for the third month prior to the beginning of the subject year and (c) dividing that resultant by the published CPI number for the third month prior to the month in which this declaration was signed by the Declarant.

- (b) From and after January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment amount specified above in the first sentence of this Section and used in the above CPI adjustment formula may be changed by a vote of the members, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.
- (c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital

Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement upon the Common Area, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members.

Section 5. Notice and Quorum for Any Action

Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting

may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates: The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the first Lot to a Purchaser. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be

subordinate to the lien of any first mortgage upon a Lot(s). Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

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

Section 11. Management Agreement. Each Owner of a Lot hereby agrees to be bound by the terms and conditions of any management agreement entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled by an affirmative vote of a majority of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties qualified to perform the duties thereunder, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a management agreement. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of this type of project. The Association may require a fidelity bond from the management agent in such amount as it deems appropriate.

ARTICLE V

ARCHITECTURAL CONTROL

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

ARTICLE VI

PARTY WALLS

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

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance and repaired out of the proceeds of same, any Owner who has used the wall may restore it, and if the other Owner thereafter makes use of the wall, he shall contribute to the

cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and decision resolving such dispute shall be by a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors of the Association shall select an arbitrator for the refusing party).

ARTICLE VII

EXTERIOR MAINTENANCE

Each Owner shall provide the exterior maintenance upon his respective Lot, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, and exterior building surfaces. Such exterior maintenance shall also include glass surfaces, screens and screen doors, exterior doors, door and window fixtures and other hardware, patios, and such other items as the Board of Directors of the Association may so designate so long as such items of exception shall apply to all Buildings equally. Each Owner shall be responsible for maintaining and keeping his lot and all improvements thereon in a good, clean and sanitary condition and shall do all work thereon which is necessary to keep the Lot in good repair, including the interiors of patio areas and patio fences.

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In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guests or invitees of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Association may provide the maintenance or repair.

If any Owner shall fail so to maintain and keep his property or any part thereof in a good clean and sanitary condition, the Association may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owners assessment, and such cost shall be immediately due, and shall be secured by the Association's lien on the Owner's property.

So long as the Properties are subject to this Declaration of Covenants, Conditions and Restrictions, each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Association, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect such maintenance, cleaning, exterior maintenance or other work contemplated herein.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 2. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said Lots, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for any commercial purposes. Such pets if kept may not be outside on the Common Areas unless under the direct control and supervision of the Owner.

Section 3. No advertising signs (except one of not more than five square feet "for rent" or "for sale" sign per parcel), billboards, unsightly objects or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Lot or any resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said Property; provided, however, the foregoing covenants shall not apply to the business activities, signs and billboards or the sale and maintenance of the Lots and improvements by the Declarant, its agents and assigns during the sale period and of the Association, its successors, and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 4. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept from view of neighboring homes and streets. All rubbish, trash or garbage shall be stored in closed sanitary containers in areas designated by the Association, shall be regularly removed from the premises, and shall not be allowed to accumulate on any of the Properties. Trash may be stored in enclosed containers if provided by the Association for that purpose.

Section 5. Except as may be approved in writing by the Board of Directors of the Association or its designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the Properties at any time.

Section 6. No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Properties which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

Section 7. No outside television or radio aerial or antenna, or other aerial or antenna, for reception or

transmission shall be maintained upon any Lot without prior written consent of the Board of Directors unless such structure is a part of the basic design of a Building.

Section 8. There shall be no violation of any rules for the Common Areas which may from time to time be adopted by the Board of Directors or promulgated among the membership by them in writing, and the Board of Directors are hereby and elsewhere in the Bylaws, authorized to adopt such rules. These rules shall include a provision that no passes permits or other authority shall be given by any Owner to any person or persons other than Owners, their families or invitees, to utilize the Common Areas, which are properties of the Association.

Section 9. In addition to the foregoing restrictions, all restrictions of the Plat as to the use of the Properties are incorporated by reference herein as restrictions of this Declaration.

Section 10. Each Lot shall be separately platted in such manner as will permit it to be individually sold as a part of a permanent home community.

ARTICLE IX

EASEMENTS

Section 1. Construction Easement. Each Lot and the real estate included in the Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designed or as constructed. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a Building or more than one Lot is partially or totally destroyed, and then rebuilt, the Owners of the Lots so affected agree that minor encroachments of parts of the adjacent dwelling unit or Common Area due to construction shall be permitted and that a valid easement for said encroachment construction and the maintenance thereof shall exist.

Section 2. Driveway Easements. Driveway Easements as specified in Article I, Section 8, are hereby reserved for the common use and enjoyment of the Owners of any Lot or Lots.

who share a common driveway, 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. 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 the adjoining Lot or public street. No fence, barrier or other obstruction of any kind shall ever be placed or constructed on any Driveway Easement.

Section 3. Additional Easement Rights. Declarant further reserves unto itself an easement and the full right, title and authority to relocate, alter or otherwise change the location of any drainage, utility, and sewer easement or any Driveway Easement and to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, driveway easement, or other easement, license or right-of-way by written instrument, amended Plat or amendment to the Plat recorded in the Office of the Recorder of Marion County, Indiana and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section 3 shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section 3 shall run with the land and Declarant's right to

further alter or grant easements shall automatically terminate at such time as Declarant shall convey the last Lot within the Properties.

Section 4. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Driveway Easements and any pedestrian walkways or sidewalks.

Section 5. Easement for Entryway Sign. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain an entryway sign within the area shown on the Plat as a permanent signage and entryway easement.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges on or hereafter imposed by the provisions of this Declaration. Failure by the Association or by an Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an

instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Reserved Rights of Declarant. The Declarant reserves the right to use any Lots and Buildings owned by it as a sales office for the sale of Lots and to do and perform therein any work reasonably related to the sale or leasing of Lots in the Properties.

Section 5. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

IN WITNESS WHEREOF, the undersigned have set their hands this 19th day of JUNE, 1981.

ATTEST:

TIMBER PARK DEVELOPMENT CORP.

By Ronald K. Fisher
Ronald K. Fisher, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in the State of Indiana and a resident of Marion County, personally appeared Ronald K. Fisher and L.L. Dunkerly, the President and Secretary respectively of Timber Park Development Corp., who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

IN WITNESS WHEREOF, I have set my hand and Notarial Seal on this 22nd day of JUNE, 1981.

My Commission Expires:

Kimberly A. WEND
Notary Public
KIMBERLY A. WEND

My County of Residence:

This instrument was prepared by Stephen E. Plopper,
Attorney-at-Law, Klineman, Rose, Wolf and Wallack, One Indiana
Square, Suite 2130, Indianapolis, Indiana 46204.

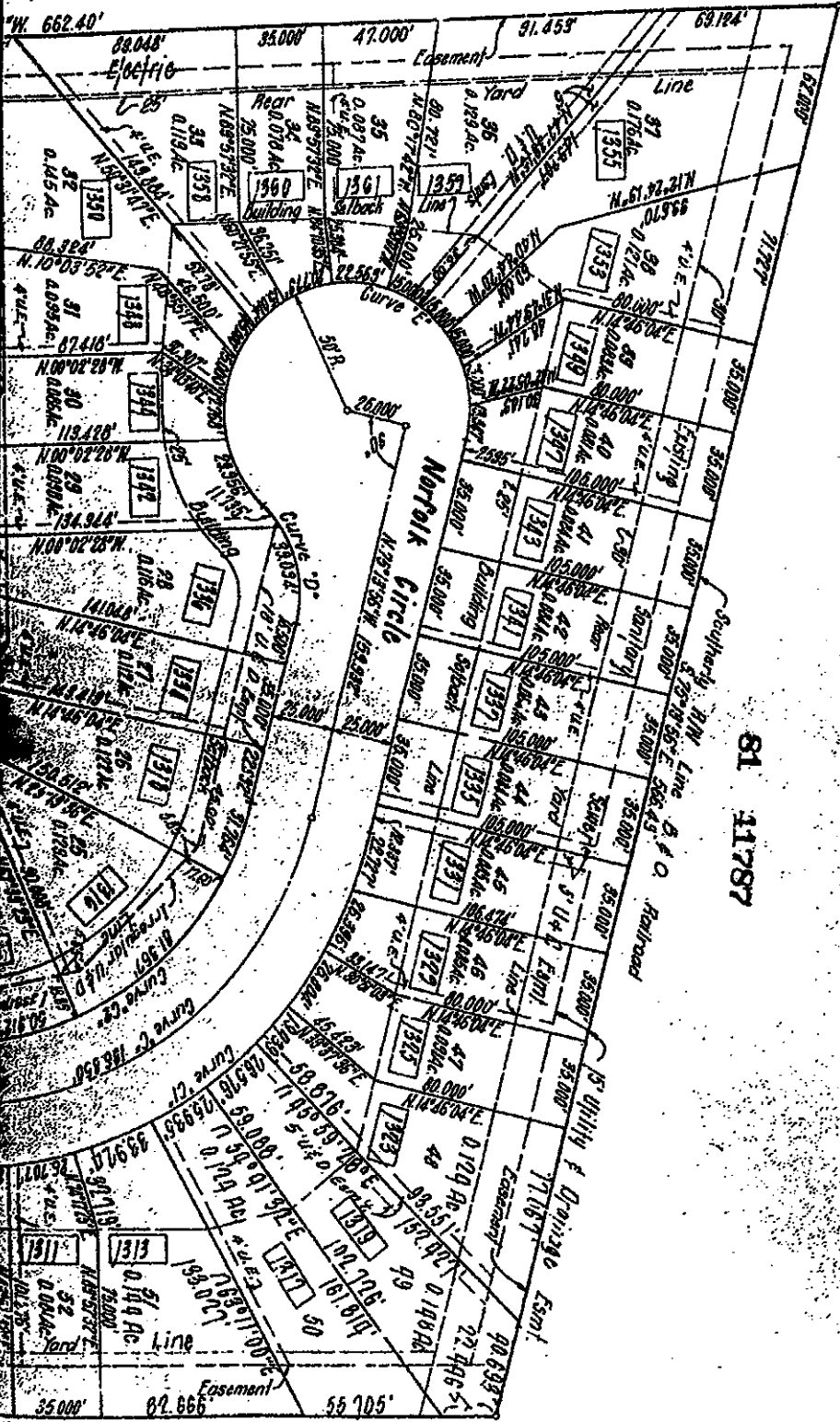
EXHIBIT "A"

LEGAL DESCRIPTION

A part of the Southeast Quarter of Section 36, Township 16 North, Range 2 East in Marion County, State of Indiana, more particularly described as follows:

Commencing at the southeast corner of said Quarter-Section; thence South 89°21'56" West (assumed bearings) on and along the south line of said Quarter-Section 783.00 feet to a point. Said point being the intersection of said south line with an extension to the south of the west right-of-way line of Norfolk Avenue; thence North 00°02'28" West along said right-of-way line and parallel with the east line of said southeast Quarter Section 932.21 feet to the point of beginning of the real estate described herein; thence South 89°57'32" West 74.00 feet; thence North 00°02'28" West parallel with said east line 136.00 feet; thence South 89°57'32" West 473.67 feet; thence North 00°02'28" West parallel with said east line 662.40 feet to a point in the southerly line of the I.D. & W. Railroad; thence South 75°13'56" East along said southerly line 566.49 feet to a point on a line parallel with said east line being distant 783.00 feet westerly of said east line as measured along the south line of said Quarter Section; thence South 00°02'28" East parallel with said east line 653.61 feet to the point of beginning, containing 7.649 acres, more or less; subject, however, to highways, rights-of-way and easements of record.

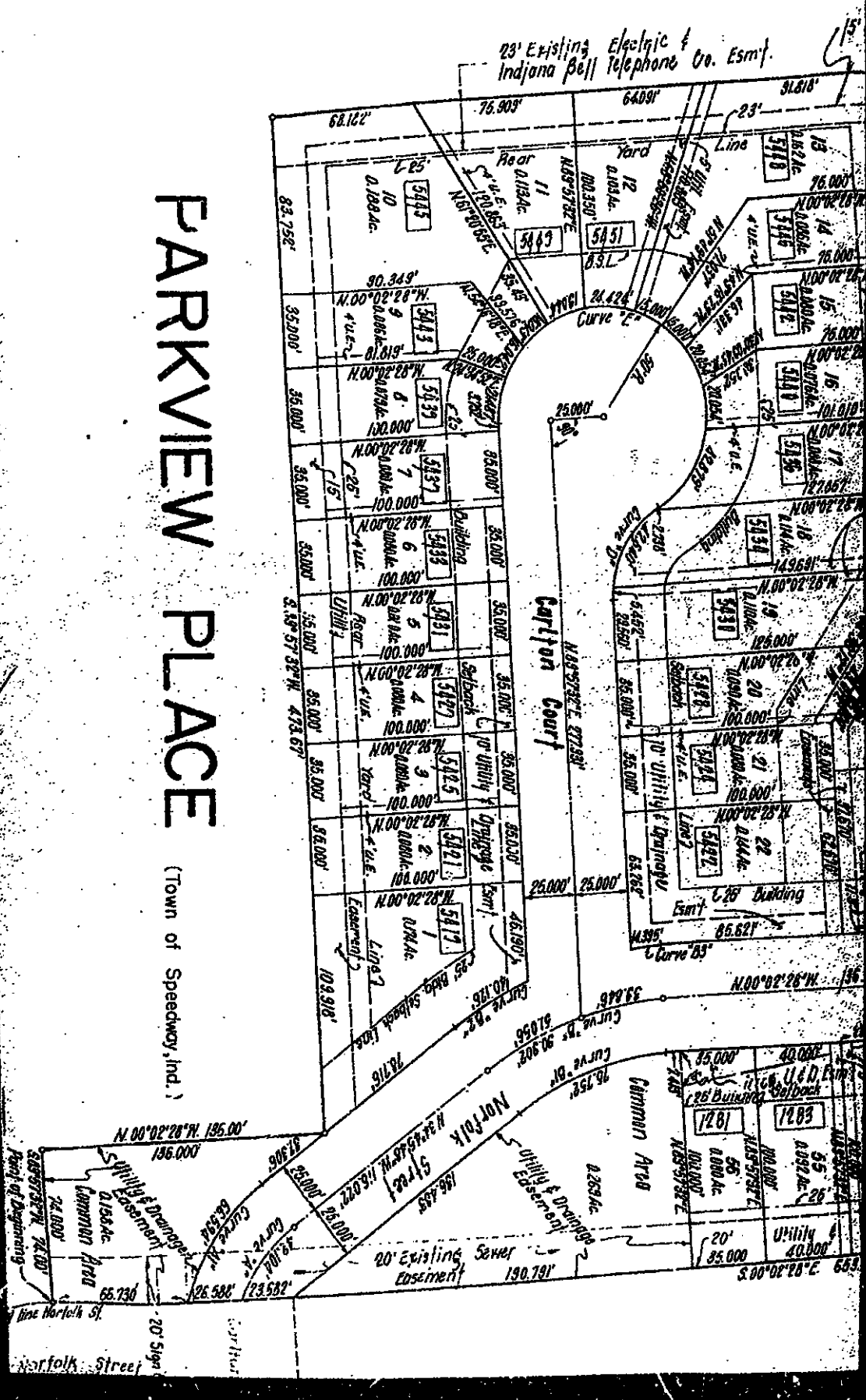
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PARKVIEW PLACE

(Town of Speedway, Ind.)



apply to any lot within 10 feet from the intersection
edge of a driveway, pavement or alley line. No trees
within such distances of such intersections unless
at sufficient height to prevent obstruction of such

day of _____ 19____
IN TESTIMONY WHEREOF, witness the signature

Timber Park Developer
29 Carnaby Drive
Bromsburg, Indiana

Ronald K. Fisher
President

Lot
Sec

STATE OF INDIANA)
COUNTY OF MARION) SS:

Personally appeared before me, the undersigned
County and State, Ron Fisher, Owner, and Larry
execution of the above and foregoing certified
deed for the uses and purposes therein expressed

My Commission Expires: _____ Notary

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apply to any lot within 10 feet from the intersection of a street with the
edge of a driveway pavement or a city 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 state lines.

I, TESTIMONY MEREDITH, witness the signature of the Declarant this _____
day of _____ 19____.

Timber Park Development Corporation
29 Carnaby Drive
Brownsburg, Indiana 46112

Ronald K. Fisher
President

Larry L. Dunkerly
Secretary

STATE OF INDIANA)
COUNTY OF MARION) SS:

Personally appeared before me, the undersigned, a Notary Public, in and for
County and State, Ron Fisher, Owner, and Larry Dunkerly, Owner, and acknowledged
execution of the above and foregoing certificate as its and their voluntary ac-
t and deed for the uses and purposes therein expressed.

My Commission Expires: _____ Notary Public _____

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ment of any tree. No tree shall be permitted to remain of such intersections unless the foliage there is maintained to prevent obstruction of such sight lines.

HEREOF, witness the signature of the Declarant this _____ 19__.

Timber Park Development Corporation
29 Carnaby Drive
Brownsburg, Indiana 46112

Larry L. Dunkerly
Secretary

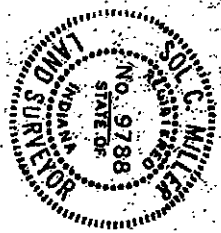
SS:

appeared before me, the undersigned, a Notary Public, in and for said
Ron Fisher, Owner, and Larry Dunkerly, Owner, and acknowledged
above and foregoing certificate as its and their voluntary act and
and purposes therein expressed.

Notary Public _____

with said east line 562.40 feet to a point in the southern line of the D.M.
Railroad thence South 75° 1' 36" East along said southerly line 566.19 feet to
a point on a line parallel with said east line being distant 788.00 feet west-
erly of said east line as measured along the south line of said quarter section,
thence South 00° 02' 28" East parallel with said east line 653.61 feet to the
point of beginning, containing 7.649 acres, more or less, subject however to
highways, rights-of-way and easements of record.

This subdivision consists of 56 lots, numbered consecutively from 1 to
56, both inclusive, and streets as shown hereon. The size of lots and widths
of rights-of-way are shown on this plat by figures denoting feet and decimal
parts thereof.



Certified this _____ day of _____, 19__
MID-STATES ENGINEERING CO., INC.

Sol C. Miller
Registered Land Surveyor #9788 - Indiana

EXHIBIT "B"

Instrument Prepared By: Sol C. Miller

Mid-States
Engineering Co., Inc.

41787

P. 50

This Subdivision shall be known and designated as "Parkview Place" a Subdivision in Marion County, Indiana.

1. Lots designated and shown on this Platting document are hereby reserved for single-family residential use, and shall have erected thereon dwellings containing not less than 1,000 square feet of ground floor area; each of such dwellings shall be joined by a common wall, which shall comprise a part of the lot lines between buildings or in the alternative such dwelling shall be a detached single-family dwelling.

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

3. Utility easements for installation and maintenance of utilities, including storm and sanitary sewers and drainage, gas, water, telephone, cable TV, and power lines are reserved and designated on the recorded Plat, and marked as "Utility and/or Drainage Easements". Such utility companies shall have the right to install and maintain separate meters, connection boxes and related equipment at one or more common locations designated by the owner on the exterior of the structures, and shall have the right to enter upon the lot(s) upon which same may be located to repair, remove, replace, service and read the same for so long as such utility service shall be made available to such structure, or to any replacement thereof.

4. Air rights, easements for wall irregularities and extension roofs, eaves, overhangs, fixtures and overlaps, which are part of the initial architectural design and construction of dwellings upon the lots in this addition, are hereby reserved. Following transfer of title to a single lot, utilization of any such air right easement shall be undertaken only upon approval of the Architectural Committee of Parkview Place Association, Inc.

5. The streets, as shown on the plat and incorporated by this reference herein, shall be dedicated to the public.

6. Each wall which is built as a part of the original construction of the houses upon the lots and connects two dwelling units shall constitute a party wall, and to the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

7. Areas shown as common areas on the schematic site plat attached hereto are set aside for purposes of landscaping and drainage for the benefit of all lots within the Subdivision. Maintenance of such areas shall be by the undersigned until November 1, 1982; at such time, the common areas will be conveyed to the Parkview Place Association, Inc., and the maintenance will be assumed by such Association.

In the event the Parkview Place Association, Inc. does not exist or ceases to exist at any time, undivided interests in the common areas shall be conveyed to the individual lot owners of record of the Subdivision at such time who shall own such common areas as tenants-in-common and who shall be responsible for the maintenance thereof.

9. This plat is specifically subject to the variances granted by the Board of Zoning Appeals, Speedway, Indiana, on October 1, 1980-SV-6, including a minimum aggregate sideyard distance of ten (10) feet.

10. These covenants are to run with the land, and shall bind all persons claiming under them for twenty (20) years from the time said covenants shall be automatically extended for ten (10) years, unless by a vote of the majority of the owners of the lots containing such covenants, the right when constructed in common with the owner of the adjacent lot or obstruction of any kind shall be erected on or along any part of such common drive.

11. In the event there shall be any violation or attempted covenants, restrictions, provisions or conditions herein, undersigned, or for any person owning any real property situate to prosecute any proceedings at law or in equity against the violator or attempting to violate any such covenant, restriction, and either to prevent him or them from doing so, or such violation. The right of enforcement of these covenants shall be the Department of Metropolitan Development of Marion County or assigns.

12. Invalidation of any of the foregoing covenants, provisions, restrictions, or Court Order shall, in no way, affect the validity of any other covenants, provisions, restrictions, or Court Orders which shall remain in full force and effect.

13. The foregoing restrictions may be amended at any time by a two-thirds of the lots subject to such restrictions; provided all of the lots in the Subdivision have been sold by the owner of these restrictions shall require prior written approval of the Parkview Place Association, Inc. Each such amendment must be evidenced by a written instrument signed by the owner or owners concurring therein, setting forth the terms of the amendment and recorded in the Marion County Recorder's Office. Except as the same may be amended from time to time, these restrictions shall be enforced and effective until December 31, 2000, at which time they shall be automatically extended for successive periods of ten (10) years unless otherwise provided in writing by the majority of the then owners. It is agreed that the covenants shall run with the land.

14. The Declaration of Covenants, Conditions and Restrictions of Parkview Place Association, Inc., dated June 1, 1981 and recorded in the Marion County, Indiana, on July 1, 1981 as Instrument No. 1981-100-1, is hereby incorporated herein by reference and made a part hereof.

15. No fence, wall, hedge or shrub planting which obstructs or interferes with the view from the street shall be erected between lots 2 and 6, and between lots 7 and 8, and between lots 9 and 10.

16. The Parkview Place Association, Inc. does not exist or ceases to exist at any time, undivided interests in the common areas shall be conveyed to the individual lot owners of record of the Subdivision at such time who shall own such common areas as tenants-in-common and who shall be responsible for the maintenance thereof.

...described free-

...including as utility and/or to install and one or more com-... and shall be to repair, utility service shall

...efs, eaves, over- cultural design and reserved. 5.11- right easemen- of Parkway

...ence herein.

...of the houses by wall, and to the general due to negligence

...howe are set lots within the Parkway Association. ceases to exist ed to the indit- own such common fence thereof

9. This plat is specifically subject to the variances granted by the Speedway Board of Zoning Appeals, Speedway, Indiana, on October 1, 1980, under variance file No. 1980-SV-6, including a minimum aggregate sideyard distance between buildings of ten (10) feet.

10. These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for twenty (20) years from the date of this plat, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners of the lots in this subdivision, it is agreed to change said covenants, in whole or in part.

11. In the event there shall be any violation or attempted violation of any of these covenants, restrictions, provisions or conditions herein, it shall be lawful for the undersigned, or for any person owning any real property situated in this Subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, restriction, provision or condition, and either to prevent him or them from doing so, or to recover damages for such violation. The right of enforcement of these covenants is hereby granted to the Department of Metropolitan Development of Marion County, Indiana, its successors or assigns.

12. Invalidation of any of the foregoing covenants, provisions, restrictions or conditions by judgment or Court Order shall, in no way, affect any of the other provisions which shall remain in full force and effect.

13. The foregoing restrictions may be amended at any time by the owners of at least two-thirds of the lots subject to such restrictions; provided, however, that until all of the lots in the Subdivision have been sold by the undersigned, any such amendment of these restrictions shall require prior written approval of the undersigned. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the owner or owners concurring therein, setting forth facts sufficient to indicate compliance with this paragraph and recorded in the Marion County Recorder's Office. Except as the same may be amended from time to time, the foregoing restrictions will be enforced and effective until December 31, 2000, at which time they will be automatically extended for successive periods of ten (10) years, unless by a vote of the majority of the then owners, it is agreed that the covenants shall terminate in whole or in part.

14. The Declaration of Covenants, Conditions and Restrictions of Parkway Place Association, Inc., dated June 1, 1981 and recorded in the Office of the Recorder of Marion County, Indiana, on July 1, 1981 as Instrument # _____ is hereby incorporated herein by reference and made a part hereof.

15. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall

CURVE DATA

Curve	Delta	Radius	Tangent	Length
A	32°09'53"	75,000'	21,623'	42.16'
A1	38°09'22"	100,000'	34,585'	66.59'
B	34°43'20"	150,000'	46,895'	90.90'
B1	34°43'20"	125,000'	39,079'	75.75'
B2	13°08'15"	175,000'	20,151'	40.12'
B3	04°42'47"	175,000'	7,202'	14.39'
C	75°11'28"	150,000'	115,497'	196.85'
C1	75°11'28"	175,000'	134,747'	229.65'
C2	75°11'28"	125,000'	96,248'	164.04'
D	60°40'22"	48,000'	28,090'	50.82'
E	240°40'22"	50,000'	---	210.02'

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the accuracy of the above and believe the same to be correct to the best of my knowledge and belief, in part of the Southeast Quarter of Section 36, Town 10N, Range 10E, in Marion County, State of Indiana, more particularly

Commencing at the southeast corner of said Quarter Section 783.00 feet to a point, said point being a line with an extension to the south, of the west Avenue; thence North 00°02'28" West along said line of beginning of the real estate described herein;

...of the... of a long any common lot line or...
 on drive.

Specifically subject to the variances granted by the Speedway...
 15, Sperry, Indiana, on October 1, 1980, under Variance File...
 being a minimum aggregate sidewalk distance between buildings of...

are to run with the land, and shall be binding on all parties...
 fire under them for twenty (20) years from the date of this plat...
 owners shall be automatically extended for successive periods...
 by a vote of the majority of the then owners of the lots...
 it is agreed to change said covenants, in whole or in part.

no shall be any violation or attempted violation of any of these...
 provisions or conditions herein, it shall be lawful for the...
 person owning any real property situated in this Subdivision...
 to bring any real property situated in this Subdivision...
 to violate any such covenant, restriction, provision or condi-...
 tion of any of them from doing so, or to recover damages for...
 the right of enforcement of these covenants is hereby granted to...
 Regolith Development of Marion County, Indiana, its successors

any of the foregoing covenants, provisions, restrictions or con-...
 ditions shall, in no way, affect any of the other provi-...
 sions in full force and effect.

subject may be amended at any time by the owners of at least...
 a majority of such restrictions; provided, however, that until...
 such restrictions have been sold by the undersigned, any such amend-...
 ments shall require prior written approval of the undersigned...
 and be evidenced by a written instrument, signed and acknowledged...
 by the undersigned, setting forth facts sufficient to indicate...
 the same and recorded in the Marion County Recorder's Office...
 on or before December 31, 2000, at which time they will be auto-...
 matically terminated for ten (10) years, unless by a vote of the...
 owners, it is agreed that the covenants shall terminate in whole

of Covenants, Conditions and Restrictions of Parkway Place...
 June 1, 1981 and recorded in the Office of the Recorder...
 June 1, 1981 as Instrument # is hereby incor-...
 porated and made a part hereof.

ledge or shrub planting which obstructs sight lines at...
 and 6 feet above the street, shall be placed or...
 on any corner lot within the triangular area formed by the...
 streets and a line connecting points 25 feet from the intersection

CURVE DATA

Curve	Delta	Radius	Tangent	Length	Chord	Bearing
A	32°09'53"	75,000'	21,623'	42,104'	41,553'	N 50°50'44.5" W
A1	38°09'28"	100,000'	34,585'	66,594'	55,370'	N 53°50'28" W
B	34°43'20"	150,000'	46,895'	90,902'	89,518'	N 17°24'08" W
B1	34°43'20"	125,000'	39,079'	75,752'	74,598'	N 17°24'08" W
B2	13°08'15"	175,000'	20,151'	40,126'	40,038'	N 28°11'40.5" W
53	04°42'47"	175,000'	7,202'	14,395'	14,391'	N 02°23'51.5" W
C	75°11'28"	175,000'	115,000'	196,850'	183,025'	N 37°38'12" W
C1	75°11'28"	175,000'	115,000'	229,658'	213,529'	N 37°38'12" W
C2	75°11'28"	125,000'	96,248'	164,042'	152,521'	N 37°38'12" W
D	60°40'22"	48,000'	28,090'	50,829'	48,487'	N 37°38'12" W
E	240°40'22"	50,000'	---	210,027'	---	---

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify the attached plat to be true and...
 correct to the best of my knowledge and belief, representing a subdivision of...
 part of the Southeast Quarter of Section 36, Township 16 North, Range 2 East...
 in Marion County, State of Indiana, more particularly described as follows:

Commencing at the southeast corner of said Quarter-Section; thence South...
 89°21'56" West (assumed bearings) on and along the south line of said Quarter-...
 Section 783.00 feet to a point, said point being the intersection of said south...
 line with an extension to the south, of the west right-of-way line of Norfolk...
 Avenue; thence North 00°02'28" West along said right-of-way line and parallel...
 with the east line of said Norfolk Avenue to the east line of said Norfolk Avenue