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DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made this 19th day of January, 1987
by Basic American Realty Associates, its successors or assigns
(hereinafter referred to as "Developer"),

WITNESSETH:

WHEREAS, Developer is the Owner of all of the lands contained
in the area shown on Exhibit "A", attached hereto and made a part
hereof, which lands have been or will be subdivided for develop-
ment of housing (hereinafter referred to as the "Development"),
and will be more particularly described on the plats of the
various sections thereof recorded and to be recorded in the Office
of the Recorder of Marion County, Indiana; and

WHEREAS, Developer is about to sell and convey the residen-
tial lots situated within the platted areas of the Development
and before doing so desires to subject and impose upon all real
estate within the platted areas of the Development mutual and
beneficial restrictions, covenants, conditions and charges
(hereinafter referred to as the "Restrictions") under a general
plan or scheme of improvement for the benefit and complement of
the lots and lands in the Development and futura owners thereof:

NOW, THEREFORE, Developer hereby declares that all of the
platted lots and lands located within the Development as they
become platted are held and shall be held, conveyed, hypothecated
or encumbered, leased, rented, used, occupied and improved, sub-
ject to the following Restrictions, all of which are declared and
agreed to be in furtherance of a plan for the improvement and
sale of said lots and lands in the Development, and are
established and agreed upon for the purpose of enhancing and
protecting the value, desirability and attractiveness of the
Development as a whole and of each of said lots situated therein.
All of the Restrictions shall run with the land and shall be
binding upon Developer and upon the parties having or acquiring
any right, title or interest, legal or equitable, in and to the
real property or any part or parts thereof subject to such
Restrictions, and shall inure to the benefit of Developer's suc-
cessors in title to any real estate in the Development.
Developer specifically reserves unto itself the right and privi-
lege, prior to the recording of the plat by Developer a par-
ticular lot or tract within the Development, to exclude any part
of the real estate described on Exhibit "A" from the Development.

1. Definitions. The following are the definitions of the
terms as they are used in this Declaration.

A. "Committee" shall mean the Development Control Committee
composed of three (3) members appointed by Developer who shall be
subject to removal by Developer at any time with or without
cause. Any vacancies from time to time existing shall be filled
by appointment of Developer until such time as the subdivision is
completely developed, at which time the Developer shall turn over
its responsibilities to a Homeowner's Association comprised of
the Owners who shall select from its membership not less than
three (3) nor more than five (5) members or other persons to
serve as the committee for the enforcement of these covenants,
conditions and restrictions.

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Applies to
Summerwalk

B. "Lot" shall mean any parcel of real estate, whether residential or otherwise, described by one of the plats of the development which is recorded in the Office of the Recorder of Marion County, Indiana.

C. "Owner" shall mean a person who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

D. "The Committee" shall be created and its membership shall consist of the persons appointed by Developer or lot owners who pay mandatory assessments annually for liability insurance and maintenance costs for lake and other Common Areas, fertilizing and weed control.

E. "Common Area" shall mean those areas set aside for lake and recreation area, theme structures at street entrances, lights and street landscaping designated as Blocks and showing the acreage contained therein on the various plats of Southside Village.

F. "Limited Common Area" appears upon the platted lots of the subdivision designated by block letter showing the quantity of acreage contained therein and further identified as a "cul-de-loop" which is created for the exclusive use and enjoyment of those particular lots having public street access therefrom. Each such owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such cul-de-loop shall further have a mounded landscape island therein adjacent to the public right-of-way and such Limited Common Area shall be owned and maintained by equal undivided interests as tenants in common of the lots abutting thereon using the cul-de-loop as a means of ingress and egress to the public right-of-way. Such maintenance and repair shall be undertaken by a determination in writing of a majority of the lots owners having an undivided interest in the Limited Common Area, and upon the failure of any such lot owner to pay his equal contributive share for such maintenance or repair, the remaining lot owners or any one of them may advance the defaulting lot owner's contributive share upon thirty (30) days' written notice and such advancement shall constitute a lien upon the lot of the defaulting lot owner enforceable in the same manner and under the same terms as made and provided under the provisions of the Mechanics Lien Laws of the State of Indiana, Chapter 116 of the Acts of the 1909 Indiana General Assembly as amended to date, I.C. 32-8-3-1 et seq. Any such lien shall be subordinate to the lien of any first mortgage and any first mortgagee taking title to a lot by foreclosure or deed in lieu thereof shall take title free and clear of any such assessments for work performed prior to such mortgagee's taking title.

G. "Association" shall mean the Southside Village Assn., Inc., an Indiana Not-for-profit Corporation, comprised of Owners of Lots within the plats of the subdivision known as Southside Village whose powers, duties and general conduct of affairs of the Association shall be more particularly set out in its Articles of Incorporation and Bylaws. Such Association shall be formed prior to the sale of any Lots within the subdivision.

ORIGINAL ILLEGIBLE

2. Power of Committee.

A. In General. No dwelling, building structure, fencing or improvement of any type or kind (excluding landscaping) shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and the Committee may require a set of plans and specifications for any such proposed construction or improvement. The Committee may require that such plans include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated, and that such plans and specifications set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require.

B. Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(1) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(2) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures, including trim, siding, roof and brick colors;

(3) The proposed improvement or any part thereof would architecturally, in the reasonable judgment of the Committee, be contrary to the interests, welfare or rights of all or any part of other Owners.

3. Duties of Committee. The Committee shall approve or disapprove proposed improvements within fifteen (15) days after all required information shall have been submitted to it. A copy of submitted materials shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons. The Committee shall further affix its signature of approval upon two (2) site plans for purposes of obtaining an Improvement Location Permit from the Permits Section of the Department of Metropolitan Development.

4. Liability of Committee. Neither the Committee nor any agent thereof, nor Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

5. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

ORIGINAL ILLEGIBLE

6. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of said lots as a single building site for residential use, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved.

7. Remedies.

A. In General. Any party to whose benefit these Restrictions inure, including Developer, any homeowner or an association of homeowners within the Development or the Code Enforcement Division of the Department of Metropolitan Development may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Developer nor an association of homeowners shall be liable for damages of any kind to any person for failing to enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Costs and Attorney's Fees. In the event the Committee or the Association is required to retain attorneys or engage in civil proceedings in order to enforce the terms and provisions of this Declaration, the Committee or Association shall be entitled to recover its costs, including reasonable attorneys' fees, and all such costs shall constitute a lien upon the Lot or Lots involved in the same manner as the assessments for common areas provided for herein.

8. Effect of Becoming an Owner and Lien of Assessment.

A. The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of Developer with respect to these Restrictions and also for themselves, their heirs, personal representatives, successors and assigns. Such Owner covenants and agrees and consents to and with Developer and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements. Each owner by acceptance of a deed shall automatically become a member of the Association and subject to the mandatory lien of assessment for maintenance of the Common Area.

B. Developer shall initially pay the costs of liability insurance and maintenance costs for any lakes and other common area maintenance and weed control. Upon completion of development or turn over of control of the Association to the homeowners, the homeowners shall elect from among its membership

not less than three (3) nor more than five (5) homeowners or other persons who shall act as its board of managers or board of directors and Development Control Committee, and Developer shall convey any lakes and other common areas to such association or corporation. The Association shall fix annual assessments for the above-described costs and any necessary reserves and expenses which shall be equal as to each lot in the Development. The Association may also contract for snow removal from streets within the Development. Payment of such assessments shall be mandatory as to each homeowner, shall constitute a continuing lien upon the property of that homeowner, subordinated only to the lien of a first mortgage, and shall be collected in the same manner and be subject to the same terms and conditions as the assessments described in paragraph 1.F hereof.

9. Common Area Use. The Common Area designated as Blocks with the plats are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and the installation and replacement of foliage, landscaping, screening materials, lakes and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements. Except as installed and maintained by Developer or the Association, no permanent structure or improvement shall be erected or maintained in or upon said Common Area. The owner of lots in this Subdivision shall take and hold title to the lots subject to the herein created and reserved.

10. Garages and Storage. No garage shall be erected on any lot herein which is not permanently attached to the residence, and no unenclosed storage area shall be maintained. No enclosed storage area shall be erected on any lot herein which is not permanently attached to the residence or attached garage.

11. Accessory Structures. No trailers, sheds, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot herein, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

12. Sidewalks. Each residence constructed on a lot shall have a continuous sidewalk from the driveway to the front porch.

13. Antennas. No antenna in this Subdivision shall exceed five (5) feet above a roof peak.

14. Satellite Dishes. No satellite dishes shall be installed or permitted in this Subdivision.

15. Gutters and Downspouts. All gutters and downspouts in this Subdivision shall be painted or of a colored material other than grey galvanized.

16. Awnings And Patio Covers. No metal, fiberglass or similar type material awnings or patio covers shall be permitted in this Subdivision.

17. Swimming Pools. No above-ground swimming pools shall be permitted in this Subdivision.

18. Solar Heat Panels. No solar heat panels shall be permitted on roofs of any structures in this Subdivision. Any such panels will be enclosed within fenced area and shall be concealed from the view of neighboring lots and the streets.

19. Modular Homes. Modular homes shall not be permitted in this Subdivision.

20. Lot Access. All lots shall be accessed from the interior streets of this subdivision.

21. Duration. The foregoing covenants, conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2017, at which time said covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years. Changes or amendments in these covenants, conditions and restrictions may be made by vote of those persons (including Developer) who are then the Owners of a majority of the numbered lots in the Development. Any such change shall not be effective until recorded in the Office of the Recorder of Marion County, Indiana. No change affecting the rights or obligations of Developer hereunder shall be effective without the written consent of Developer.

22. This Declaration and Plat Restrictions of the various plats of the proposed development shall comply with all seller's special warranties required by the Federal Home Loan Mortgage Corporation and the requirements of the United States Department of Housing and Urban Development.

23. Severability. Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions.

Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, Witness the signature of Declarant this 19th day of January, 1987.

Basic American Realty Associates,
an Indiana Partnership

By: 
Rollin E. Jackson, Managing Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Basic American Realty Associates, by Rollin E. Jackson its Managing Partner, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions and who, having been duly sworn, stated that the representation therein contained are true.

Witness my hand and Notarial Seal this 19th day of January,
1987.

M. Ann Thomason
M. Ann Thomason, Notary Public
Residing in Johnson County In.

My Commission Expires:
January 15, 1988

This Instrument was prepared by William F. LeMond, Attorney at Law.
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EXHIBIT "A"

NOTE: Article VI, Section 6(b) of the rules of the Metropolitan Board of Zoning Appeals and Article VI, Section 7(b) of the rules of the Hearing Officer require use of this form in recording commitments made with respect to variance or special exception cases in accordance with I.C. 36-7-4-921.

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE MADE IN CONNECTION WITH VARIANCE OR SPECIAL EXCEPTION GRANT.

In accordance with I.C. 36-7-4-921, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning to the use and development of that parcel of real estate:

Legal Description: See Exhibit A, attached hereto and by this reference incorporated herein.

Statement of COMMITMENTS:

1. The subject property shall be developed in accordance with the Drainage Construction Plans prepared by Woolpert Consultants under date of December 3rd, 1986 as Project No. 14912, approved by the Department of Public Works of the City of Indianapolis and subject to final review and approval by the Indiana Department of Natural Resources. Said plans are designed to carry surface water drainage south and westerly across the property away from the east boundary abutting Country Walk Addition to the east.

2. No homes shall be constructed on the rear of lots abutting the east property boundary closer than twenty-five (25) feet excepting upon lots One (1), Six (6) and Forty-Seven (47) and on these three lots such rear lotline shall be no closer than twenty (20) feet.

3. The developer shall provide a planting screen of white pines not less than four and one-half (4 1/2') feet in height at intervals of fifteen (15') feet along the entire east boundary. This planting shall occur not later than the construction of housing along the east boundary.

4. The developer agrees to work in cooperation with the Country Walk Homeowners Association, Inc., to obtain a stop light on South County Line Road at its point of intersection with Meridian extending north from the City of Greenwood.

These COMMITMENTS shall be binding on the owner, subsequent owners, and other persons acquiring an interest in the real estate. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Board of Zoning Appeals made at a public hearing after proper notice has been given.

COMMITMENTS contained in this instrument shall be effective upon the grant of variance or special exception petition # 86-HOV-127 by the Metropolitan Board of Zoning Appeals or the Hearing Officer.

These COMMITMENTS may be enforced jointly and severally by:

1. The Metropolitan Development Commission; and
2. Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six hundred sixty (660) feet from the perimeter of the real estate. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be

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INDIANAPOLIS, IN

determined from the records in the offices of the various township assessors of Marion County, which list the current owners of record at the time the notice shall be sent. (This paragraph defines the category of persons entitled to receive personal notice of the variance or special exception under the rules in force at the time the COMMITMENT was made); and

3. Country Walk Homeowners Association, Inc.

The undersigned hereby authorizes the Division of Development Services of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of Petition # 86-HOV-127.

IN WITNESS WHEREOF, owner(s) has executed this instrument this _____ day of January, 1987.

Basic American Realty Associates

By: Rollin E. Jackson
Rollin E. Jackson, Managing Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Be fore me, a Notary Public in and for said County and State, personally appeared Rollin E. Jackson, as Managing Partner of Basic American Realty Associates, owner(s) of the real estate who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 5+4 day of January, 1987.

Signature Jammar M. Bell

Printed Jammar M. Bell

County of Residence Marion

My Commission Expires: November 14, 1989

This instrument was prepared by William P. LeMond, Attorney at Law, 600 Union Federal Building, Indianapolis, Indiana 46204.

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EXHIBIT "A"

A PART OF THE SOUTHEAST QUARTER AND A PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 14 NORTH, RANGE 4 EAST IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89°59'28" WEST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 12.54 FEET TO THE EASTERN RIGHT-OF-WAY OF THE PENNSYLVANIA RAILROAD; THENCE NORTH 15°35'36" WEST ALONG SAID EASTERN RIGHT-OF-WAY 1318.52 FEET; THENCE NORTH 89°59'28" EAST 400.85 FEET; THENCE NORTH 01°31'42" EAST 68.10 FEET; THENCE SOUTH 89°57'55" EAST 190.00 FEET THENCE; SOUTH 00°00'00" EAST 460.00 FEET; THENCE SOUTH 45°00'00" EAST 260.00 FEET; THENCE SOUTH 00°00'00" EAST 694.16 FEET; THENCE NORTH 90°00'00" WEST 409.55 FEET TO THE POINT OF BEGINNING CONTAINING .15.73 ACRES, MORE OR LESS; SUBJECT TO HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS.

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CROSS REFERENCE

AMENDMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDMENT to the Declaration is made, published and declared this 27th day of October, 1987 by BASIC AMERICAN REALTY ASSOCIATES, an Indiana partnership (hereinafter referred to as "Developer" and "Declarant"):

WITNESSETH:

WHEREAS, the Developer hereby amends the Declaration of Covenants, Conditions and Restrictions for Southside Village subdivision dated January 19, 1987 and recorded as Instrument No. 870029644 in the Office of the Recorder of Marion County, Indiana, as follows:

AMENDMENT 1

The name of the subdivision found in Paragraph 1.E., Paragraph 1.G. and anywhere else it may appear in the Declaration is amended to be SUMMER WALK.

AMENDMENT 2

The name of the Association found in Paragraph 1.G. and anywhere else it may appear in the Declaration is amended to be SUMMER WALK OWNERS ASSOCIATION, INC.

IN WITNESS WHEREOF, BASIC AMERICAN REALTY ASSOCIATES has caused this Amendment to be executed this 27th day of October, 1987.

BASIC AMERICAN REALTY ASSOCIATES

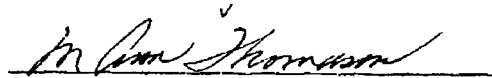
By Rollin E. Jackson
Rollin E. Jackson, General Partner

Nov 13 4 00 PM '87

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the said County and State, personally appeared ROLLIN E. JACKSON, with whom I am personally acquainted, and who upon his oath, acknowledged himself to be one of the partners in BASIC AMERICAN REALTY ASSOCIATES, an Indiana general partnership, and that he, as such partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership as such partner.

WITNESS my hand and Notarial Seal this 27th day of October, 1987.


M. Ann Thomason, Notary Public

My commission expires:
January 15, 1988

Resident of Johnson County, Indiana

Prepared by and return to:
Rollin E. Jackson
Basic American Realty Associates
6900 S. Gray Road
Indianapolis, IN 46237

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