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COVENANTS AND RESTRICTIONS

The Woods at North Kessler

***Covers both Sections 1 and 2
(Marion County, IN)**

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The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

APPROVED 12-3-87
WASHINGTON TOWNSHIP ASSESSOR
BY: Laura Jarvis Real Estate Deputy

DECLARATION AUDITOR
MARION COUNTY
Dec 30 1987
DUL: ENTERED
FOR TAXATION

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF 870138419

LP (3)

THE WOODS OF NORTH KESSLER

THIS DECLARATION is made this 16th day of November 1987, by WOODS OF NORTH KESSLER ASSOCIATES, an Indiana limited partnership (the "Developer").

Recitals

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto and made a part hereof (the "Initial Real Estate").
2. Developer intends to subdivide the Initial Real Estate into residential lots as generally shown on the "Final Plat for The Woods of North Kessler Section I," as hereafter recorded in the office of the Recorder of Marion County, Indiana.
3. Before so subdividing the Initial Real Estate, Developer desires to subject the Initial Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Initial Real Estate for the benefit of each owner of all or any part thereof.
4. Developer further desires to create an organization to which shall be delegated and assigned the powers of maintaining and administering the common areas and certain other areas of the Initial Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plat of the Initial Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana, and collecting and disbursing the assessments and charges as herein provided.
5. Developer may from time to time subject additional real estate located within the tract adjacent to the Initial Real Estate, as more particularly described in Exhibit B attached hereto and made a part hereof, to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate").

Dec 3 11 14 AM '87

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments,

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

Declaration

ARTICLE I

NAME

The name by which the Real Estate shall be known is "The Woods of North Kessler."

ARTICLE II

DEFINITIONS

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

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

2.2 "Committee" means the "Woods of North Kessler Architectural Control Committee" established pursuant to Article VII, paragraph 7.1, of this Declaration for the purposes herein stated.

2.3 "Common Areas" means (i) all portions of the Real Estate (including improvements thereto) shown on any Plat of all or any part of the Real Estate, which are not Lots and which are not dedicated to the public, (ii) any landscape islands located in any public right-of-way within and upon the Real Estate and (iii) all facilities and personal property owned or leased by the Association from time to time.

2.4 "Common Expenses" means (i) expenses of administration of the Association, (ii) expenses of and in connection with the improvement, maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including (without limitation) expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping within and upon the Entrance Landscape Easements and the Landscape Maintenance Easements and the Drainage system located within and upon the Drainage Easements, (iii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the easements created by that certain Grant of Perpetual Drainage Easement and Right of Way

made by Henrietta K. Berman, as Grantor, dated June 10, 1987, and recorded June 11, 1987, in the office of the Recorder of Marion County, Indiana, as Instrument No. 87-67640, as the same may be amended from time to time (the "Berman Grant of Easement"), to the extent required in said Berman Grant of Easement, and by that certain Grant of Perpetual Drainage Easement and Right of Way made by William E. DeMeyer and Marian K. DeMeyer, as Grantor, dated June 10, 1987, and recorded June 11, 1987, in the office of the Recorder of Marion County, Indiana, as Instrument No. 87-67641, as the same may be amended from time to time (the "DeMeyer Grant of Easement"), to the extent required in said DeMeyer Grant of Easement (said easements being collectively referred to herein as the "Off-site Easements"), unless said Off-site Easements have been converted to a regulated drain within the meaning of Indiana Code 36-9-27-2 and the Association is thereby relieved of its maintenance, repair and other obligations under said Berman Grant of Easement and DeMeyer Grant of Easement, (iv) all sums lawfully assessed against the Owners by the Association and (v) all sums declared by this Declaration to be Common Expenses.

2.5 "Developer" means Woods of North Kessler Associates, an Indiana limited partnership, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including, without limitation, any mortgages acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.

2.6 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the later of the following: (i) the date Developer no longer owns any Lot within or upon the Real Estate or (ii) the date which is three (3) years after the date on which all improvements and installations required by Chapter 4 of the Subdivision Control Ordinance of Marion County, Indiana, 58-A0-3, as amended, have been completed and, if applicable, accepted for public maintenance by any appropriate governmental unit or agency thereof.

2.7 "Drainage Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Drainage Easements, either separately or in combination with any other easement designated on such Plat.

2.8 "Entrance Landscape Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Entrance Landscape Easements, either separately or in combination with any other easement designated on such Plat.

2.9 "Landscape Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Landscape Easements, either separately or in combination with any other easement designated on such Plat.

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2.10 "Landscape Maintenance Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Landscape Maintenance Easements, either separately or in combination with any other easement designated on such Plat.

2.11 "Landscape Preservation Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Landscape Preservation Easements, either separately or in combination with any other easement designated on such Plat.

2.12 "Lot" means any numbered parcel of land shown and identified as a lot on any Plat of all or any part of the Real Estate.

2.13 "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

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

2.15 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner as used herein shall include Developer so long as Developer shall own any Lot.

2.16 "Plat" means the subdivision plat of the Initial Real Estate identified as the "Final Plat for The Woods of North Kessler Section I," as hereafter recorded in the office of the Recorder of Marion County, Indiana (as the same may be amended or supplemented from time to time), and any subdivision plat(s) for additional section(s) of The Woods of North Kessler which are hereafter recorded in the office of the Recorder of Marion County, Indiana (as the same may be amended or supplemented from time to time).

2.17 "Private Drive Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Private Drive Easements, either separately or in combination with any other easement designated on such Plat.

2.18 "Utility Easements" mean those areas designated on any Plat of all or any part of the Real Estate as Utility Easements, either separately or in combination with any other easement designated on such Plat.

ARTICLE III

APPLICATION

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any

part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, or (ii) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer and the Association provided for by this Declaration, and for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Developer and the Owners from time to time of the Lots, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE IV

PROPERTY RIGHTS

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

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

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

(iii) the right of the Association (after conveyance of the Common Areas to the Association) to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(iv) the rights of Developer as provided in this Declaration and in any Plat of all or any part of the Real Estate;

(v) the terms and provisions of this Declaration; and

(vi) the easements reserved elsewhere in this Declaration and in any Plat of all or any part of the Real Estate.

4.2 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, his right of enjoyment of the Common Areas to his family members, his tenants or contract purchasers who reside on the Lot.

4.3 Conveyance of Common Areas. Upon final construction of or provision for the Common Areas, Developer shall convey all of its right, title and interest in and to the Common Areas to the Association by quitclaim deed, and such Common Areas shall then be the property of the Association.

4.4 Utility Easements. Developer hereby declares, creates and reserves the Utility Easements for the use of all public utility companies (not including transportation companies), governmental agencies and the Association, for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. No permanent structures shall be erected or maintained upon said Utility Easements.

4.5 Drainage Easements. Developer hereby declares, creates and reserves the Drainage Easements (i) for the use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair or replacement of such drainage system; provided, however, that each Owner of a Lot subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the surface water drainage will be unimpeded. No permanent structures shall be erected or maintained upon said Drainage Easements.

4.6 Entrance Landscape Easements. Developer hereby declares, creates and reserves the Entrance Landscape Easements (i) for the use of Developer during the Development Period for access to and for the construction and installation of entrance structures, signs and directional lighting structures and the planting or replacement of lawn, foliage and landscaping and (ii) for the use of the Association for access to and for the construction, installation, maintenance, repair or replacement of entrance structures, signs, directional lighting structures and other improvements and the planting, maintenance (including

mowing) or replacement of lawn, foliage and landscaping. Except as constructed, installed or planted by the Developer or the Association, no permanent structures (including, without limitation, fences), foliage or landscaping shall be erected or maintained upon said Entrance Landscape Easements.

4.7 Landscape Easements. Developer hereby declares, creates and reserves the Landscape Easements for the preservation of existing trees located within and upon the Landscape Easements. Trees of four (4) inch caliper or larger within the Landscape Easements shall not be removed without the prior written consent of the Committee; provided, however, that the written consent of the Committee shall not be required for removal of such trees (i) by public utility companies, governmental agencies, Developer, the Department of Public Works of the City of Indianapolis or the Association in connection with any such entity's use of the Utility Easements or Drainage Easements as herein permitted or (ii) by Developer or any other builder in connection with the initial construction of a residence on a Lot subject to a Landscape Easement, if such trees are located within the foot-print of the residence or any driveway, accessory building and other improvement to be constructed by Developer or any other builder on the Lot in connection with the initial construction of the residence on the Lot. After the initial construction of the residence (and any accompanying accessory buildings and improvements) on a Lot, no trees of four (4) inch caliper or larger within the portion of the Landscape Easement on such Lot shall be removed for construction of any additional improvements without the prior written consent of the Committee.

Trees of four (4) inch caliper or larger within the Landscape Easements removed or destroyed in violation of the foregoing provisions of this paragraph 4.7 (other than by acts of God or other similar circumstances beyond the Owner's control) shall, within thirty (30) days after notice in writing from the Committee, be replaced by the Owner of the Lot from which such trees were removed with trees of a type and size established by the Committee. In the event the Owner fails to so replace the trees within such thirty (30) day period, the Association shall have the right (but not the obligation) through its agents, employees and contractors, to enter upon said Lot and to replace such trees at the Owner's expense. The cost of such replacement shall be and constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any work performed pursuant to this paragraph 4.7.

4.8 Landscape Maintenance Easements. Developer hereby declares, creates and reserves the Landscape Maintenance Easements for the use of Developer during the Development Period and for the use of the Association for access to and for the

planting, maintenance (including mowing) or replacement of lawn, foliage and landscaping. No permanent structures (including, without limitation, fences) shall be erected or maintained upon said Landscape Maintenance Easements; and, except as planted by Developer or the Association, no foliage or landscaping shall be planted upon said Landscape Maintenance Easements.

4.9 Landscape Preservation Easements. Developer hereby declares, creates and reserves the Landscape Preservation Easements (i) for the use of Developer during the Development Period for access to and for planting and replacement of trees, bushes, shrubbery and other vegetation providing landscape screening and (ii) otherwise for the preservation of the Landscape Preservation Easement areas in their natural unimproved state. No improvements (including, without limitation, fences) shall be erected or maintained within or upon such Landscape Preservation Easements. No trees, bushes, shrubbery or other vegetation shall be removed from the Landscape Preservation Easements except (i) by public utility companies, governmental agencies, Developer, the Department of Public Works of the City of Indianapolis or the Association in connection with such entity's use of the Utility Easements and Drainage Easements as herein permitted or (ii) by Developer (or any entity related to Developer) in connection with the development of the Real Estate.

Trees, bushes, shrubbery or other vegetation within the Landscape Preservation Easements removed or destroyed in violation of the foregoing provisions of this paragraph 4.9 (other than by acts of God or other similar circumstances beyond the Owner's control) shall, within thirty (30) days after notice in writing from the Committee, be replaced by the Owner of the Lot from which such vegetation was removed with trees, bushes, shrubbery or other vegetation providing comparable or better screening of a type and size established by the Committee. In the event the Owner fails to so replace the vegetation within such thirty (30) day period, the Association shall have the right (but not the obligation) through its agents, employees and contractors, to enter upon said Lot and to replace such vegetation at the Owner's expense. The cost of such replacement shall be and constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any work performed pursuant to this paragraph 4.9.

4.10 Private Drive Easements. Declarant hereby declares, creates and reserves the Private Drive Easements (i) for the common use and enjoyment of the Owners of Lots 3, 4 and 5 and, if the driveway on Lot 6 accesses said Private Drive Easement, Lot 6 (in the case of the Private Drive Easement located in, on and across Lots 3, 4, 5 and 6), their family members, tenants, invitees, guests and public, quasi-public and privately owned delivery vehicles, for private driveway purposes

providing access from said Lots to the public street designated on any Plat of all or any part of the Real Estate as Sunmeadow Lane, (ii) for the common use and enjoyment of the Owners of Lots 76, 77 and 78 (in the case of the Private Drive Easement located in, on and across Lots 76, 77 and 78), their family members, tenants, invitees, guests and public, quasi-public and privately owned delivery vehicles, for private driveway purposes providing access from said Lots to the public street designated on any Plat of all or any part of the Real Estate as Sunmeadow Court, and (iii) for the use of Developer during the Development Period for access to the Lots for whose benefit the Private Drive Easements are herein created and reserved and for the installation of a private driveway in and upon such easement area. After the initial installation of such driveway by Developer, the Owners of the Lots for whose benefit a particular Private Drive Easement is herein created and reserved shall be responsible for the maintenance, upkeep, repair and replacement of such Private Drive Easement in such manner as such Owners shall mutually agree and shall share equally in the cost thereof; provided, however, that the Owner of Lot 6 shall be responsible for such maintenance, upkeep, repair and replacement and the cost thereof only if the driveway on Lot 6 accesses the Private Drive Easement located in, on and across Lot 6. Each Owner responsible for the maintenance, upkeep, repair and replacement of the Private Drive Easement located in, on and across said Owner's Lot shall be entitled to recover from the other Owners responsible for the maintenance, upkeep, repair and replacement of such Private Drive Easement the amount of such costs paid or incurred by such Owner in excess of his proportionate share of such costs.

In the event the Owners responsible for the maintenance, upkeep, repair and replacement of the Private Drive Easement located in, on and across said Owners' Lot fail to maintain said Private Drive Easement in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation) through its agents, employees and contractors, to perform any such maintenance, upkeep, repair or replacement of said Private Drive Easement. The cost of such maintenance, upkeep, repair or replacement performed by the Association shall be apportioned among the Owners responsible for the maintenance, upkeep, repair and replacement of said Private Drive Easement, and each such Owner's proportionate share of such costs shall constitute a special assessment against such Owner and his Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any such work performed pursuant to this paragraph 4.10.

4.11 Access Rights. Developer hereby declares, creates and reserves an access easement over and across the entirety of the Real Estate (subject to the limitations hereinafter provided in this paragraph 4.11): (i) for the use of all public utility

companies (not including transportation companies) and governmental agencies for access to the Utility Easements created and reserved herein; (ii) for the use of Developer during the Development Period and for the use of the Association and the Department of Public Works of the City of Indianapolis for access to the Drainage Easements created and reserved herein and (iii) for the use of Developer during the Development Period for access to the Landscape Preservation Easements created and reserved herein. Notwithstanding the foregoing, the area of the access easement created by this paragraph 4.11 shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement located on the Real Estate. The parties for whose benefit this access easement is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

ARTICLE V

USE RESTRICTIONS

5.1 Lot Use and Size of Buildings. Every Lot is a residential lot and shall be used exclusively for single-family residential purposes. No business buildings shall be erected on any Lot, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any Lot, other than one detached single-family dwelling not to exceed two and one-half stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building or any other attached accessory building erected or used as an accessory to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

No residence constructed on Lots 1 through 7, inclusive, and Lots 41 through 80, inclusive, shall have less than one thousand two hundred (1,200) square feet of floor area, exclusive of garages, carports and porches. No residence constructed on Lots 8 through 40, inclusive, shall have less than one thousand (1,000) square feet floor area, exclusive of garages, carports and porches.

5.2 Setback Lines. Building setback lines are established on the Plat(s) of the Real Estate. No building shall be erected or maintained between the established setback lines and the Lot lines of said Lot.

No building constructed on Lots 1 through 7, inclusive, and Lots 41 through 80, inclusive, shall be erected closer than twenty (20) feet to the rear Lot line (unless a greater setback

line is established on any Plat of all or any part of the Real Estate) and closer to the side of any Lot than six (6) feet (unless a greater setback line is established on any Plat on all or any part of the Real Estate), with each such Lot having an aggregate side yard requirement of sixteen (16) feet.

No building constructed on Lots 8 through 40, inclusive, shall be erected closer than twenty (20) feet to the rear lot line (unless a greater setback line is established on any Plat of all or any part of the Real Estate) and closer to the side of any Lot than four (4) feet (unless a greater setback line is established on any Plat of all or any part of the Real Estate), with each such Lot having an aggregate side yard requirement of ten (10) feet.

In the event a building is erected on more than one single Lot, the side setback line requirements shall apply to the side lines of the extreme boundary of the multiple Lots.

5.3 Garages and Storage Area. All residences shall have a two or three-car attached garage equipped with an automatic garage door opener. No unenclosed storage area shall be erected; and no enclosed storage area shall be erected which is not permanently attached to the main building.

5.4 Accessory and Temporary Buildings. No trailer, shack, outhouse, detached storage shed or tool shed of any kind shall be erected or situated on any Lot herein, except that used by Developer or any other builder during the construction of a residential building on the Lot.

5.5 Temporary Structures. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

5.6 Nuisances. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any Lot. No noxious, unlawful, or otherwise offensive activity shall be carried out on any Lot; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

5.7 Fences. All fences shall be kept in good repair and erected so as to enclose the Lot and decorate the same without hindrance or obstruction to any other property. All metal fencing must have a factory finish of either brown or black vinyl. No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthest back front corner of the residence. Fencing style and color shall be consistent with the subdivision.

5.8 Site Obstructions. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or

permitted to remain on any corner Lot within the triangular area formed by the street and property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

5.9 Driveways. All driveways shall be paved simultaneously with construction of the residence with concrete or asphalt.

5.10 Vehicle Parking. No camper, motor home, truck, trailer, boat, or recreational vehicle of any kind may be stored on any Lot in open public view.

5.11 Mailboxes. All mailboxes shall conform to the standards set forth by the Committee and shall be installed by the builder simultaneously with the construction of the residence.

5.12 Signs. No sign of any kind shall be displayed to the public view on any Lot except that one sign of not more than six (6) square feet may be displayed at any time for the purposes of advertising the property for sale or rent, or may be displayed by a builder to advertise the property during construction and sale. Notwithstanding the foregoing, Developer may use larger signs during the Development Period.

5.13 Garbage and Refuse Disposal. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall at all times be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view.

5.14 Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

5.15 Water Supply and Sewage Systems. No private or semi-private water supply and/or sewage disposal system may be located upon any Lot which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any Lot.

5.16 Antenna and Satellite Dishes. No antenna on any Lot shall exceed five (5) feet above a roof peak. No satellite dishes shall be installed or permitted on any Lot.

5.17 Awnings. No metal, fiberglass or similar type material awnings or patio covers shall be permitted on any Lot.

5.18 Swimming Pools. No above-ground swimming pools shall be permitted on any Lot.

5.19 Aluminum Siding. Aluminum siding shall not be used on any residence or accessory building.

5.20 Solar Panels. No solar heat panels shall be permitted on roofs of any structures on any Lot. All such panels shall be enclosed within a fenced area and shall be concealed from the view of neighboring Lots and the streets.

5.21 Modular Homes. Modular-type construction shall not be permitted on any Lot.

5.22 Lot Access. All Lots shall be accessed from the interior streets of the subdivision. No Lot access is permitted from Kessler Boulevard, 39th Street or 42nd Street.

ARTICLE VI

ASSOCIATION

6.1 Membership. Each Owner shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member of the Association until such time as his ownership of a Lot ceases, at which time his membership will terminate and the new Owner of his Lot shall be and become a member of the Association.

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

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

(ii) Class B Members. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined in paragraph 6.3).

6.3 Applicable Date. As used herein, the term "Applicable Date" shall mean the date which is the earlier of:
(a) the date when the total votes outstanding in the Class A

membership is equal to the total votes outstanding in the Class B membership; or (b) January 1, 1993.

6.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote (in the case of Class A membership) be cast with respect to such Lot.

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

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

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

(i) Installation and replacement of such improvements, signs, lawn, foliage and landscaping in and upon the Common Areas and the Entrance Landscape Easements as the Association deems necessary or appropriate, and maintenance of the Common Areas and the Entrance Landscape Easements and any installation thereon in a clean and attractive condition and in good repair.

(ii) Planting, maintenance and replacement of such lawn, foliage and landscaping in and upon the Landscape Maintenance Easements as the Association deems necessary or appropriate.

(iii) Replacement of the drainage system in and upon the Drainage Easements as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon said Drainage Easements by Developer or the Association in good condition and repair, subject, however, to the obligation of the Owner of a Lot subject to a Drainage Easement to keep the portion of the Drainage Easement on his Lot free from obstructions so that the surface water drainage will be unimpeded.

(iv) Maintenance, repair and continuation of the drainage facilities located within and upon the Off-site Easements, unless said Off-site Easements have been converted to a regulated drain within the meaning of Indiana Code 36-9-27-2

and the Association is thereby relieved of its maintenance, repair and other obligations under the Berman Grant of Easement and the DeMeyer Grant of Easement.

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

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

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

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

(ix) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association, as the Association deems necessary or advisable, and enforcement of the same. As part of such rules and regulations, the Association may provide for reasonable interest and late charges on past due installments of any Regular or Special Assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

6.8 Compensation. No director of the Association shall receive compensation for his services as such director, except to the extent expressly authorized by a majority vote of the Owners.

6.9 Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. The Association shall indemnify and hold harmless and defend each person, his heirs, assigns or legal representatives, who is or was a director or officer of the Association against any and all liability to any person, firm or corporation arising out of contracts made by or at the direction of the Board of Directors (or the managing agent, if any) of the Association, unless any such contract shall have been made in bad faith. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

6.10 Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any

person, his heirs, assigns and legal representatives (collectively, the "Indemnitee"), made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was a director or officer of the Association, against all costs and expenses, including attorneys' fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except (unless otherwise specifically provided herein) in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such director or officer was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by the managing agent of the Association (if any) or any officer or employee of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of or liable for gross negligence or willful misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors of the Association. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification as provided in this paragraph 6.10.

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

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ARTICLE VII

WOODS OF NORTH KESSLER ARCHITECTURAL CONTROL COMMITTEE

7.1 Creation. There shall be, and hereby is, created and established the Woods of North Kessler Architectural Control Committee to perform the functions provided for herein. Until the Applicable Date, the Committee shall consist of three (3) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the Applicable Date, the Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association.

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

(i) In General. No residence, building, structure antenna, fence, wall, patio or improvement of any type or kind shall be erected, constructed, placed or altered on any Lot and no change shall be made in the exterior color of any residence or accessory building located on any Lot without the prior written 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, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings submitted to the Committee shall be drawn to a scale of 1" equals 10', or to such other scale as the Committee may require. When required by the Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for the Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

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

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

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

(c) The proposed repainting or improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of any other Owner.

(iii) Rules and Regulations. The Committee may, from time to time, make, amend and modify such additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in this Declaration or any Plat of all or any part of the Real Estate, as long as the same are not inconsistent with this Declaration or such Plat(s).

7.3 Duties of Committee. The Committee shall approve or disapprove proposed repainting, construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material 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 for such disapproval.

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

7.5 Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VII.

7.6 Nonapplication to Developer. Notwithstanding the provisions of this Article VII or any other provisions of this Declaration requiring the approval of the Committee, Developer, or any entity related to Developer, shall not be required to apply for or secure the approval of the Committee in connection with any construction, installation, painting or repainting by Developer, or any entity related to Developer, of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Real Estate.

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ARTICLE VIII

ASSESSMENTS

8.1 Creation of Lien and Personal Obligation.

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

8.2 Purpose of Assessments.

The Regular or Special Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Entrance Landscape Easements and the Landscape Maintenance Easements, and the drainage system located within and upon the Drainage Easements, (iii) for the performance of the responsibilities and duties of the Association and (iv) for such other purposes as are specifically provided herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

8.3 Regular Assessments.

The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix, from time to

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time, the Regular Assessment against each Lot at any amount not in excess of the maximum Regular Assessment hereinafter provided:

(i) Until January 1, 1989, the maximum Regular Assessment on a Lot for any calendar year shall not exceed Ninety-Six Dollars (\$ 96.00).

(ii) From and after January 1, 1989, the maximum Regular Assessment on a Lot for any calendar year may be increased by not more than fifteen percent (15%) above the Regular Assessment for the previous calendar year without a vote of the members of the Association as provided in the following subparagraph (iii).

(iii) From and after January 1, 1989, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of two-thirds (2/3) of those members of each class of members of the Association who cast votes in person or in proxy at a meeting of the members of the Association duly called for such purpose.

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

8.5 Uniform Rate of Assessment. The Regular Assessments and Special Assessments levied by the Association shall be uniform for all Lots.

8.6 Date of Commencement of Regular Assessments; Due Dates. The Regular Assessment shall commence as to each Lot on the earlier of the following dates:

(i) the first day of the first calendar month following the first conveyance of such Lot to a Nonaffiliated Owner; or

(ii) the first day of the fourth month following the completion of construction of the residence on the Lot.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due

dates for all assessments shall be established by the Board of Directors of the Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

8.7 Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the Common Expenses and toward any other expense lawfully agreed upon, by nonuse of the Common Areas or abandonment of the Lot belonging to him. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment on the Owner's Lot may be filed and foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any assessment (or a periodic installment of an assessment, if applicable) when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association may, at its option, bring a suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due, until paid.

(ii) Notwithstanding anything contained in this paragraph 8.7 or elsewhere in this Declaration, any sale or transfer of a Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any assessments

(or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor.

ARTICLE IX

INSURANCE

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

9.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and the Entrance Landscape Easement and Landscape Maintenance Easement areas and shall insure the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

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

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9.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as part of the Common Expenses.

ARTICLE X

MAINTENANCE

10.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. In the event the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

10.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association is required to maintain hereunder, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas or any Entrance Landscape Easement or Landscape Maintenance Easement areas, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or such Easement areas) or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a special assessment

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against such Owner and his Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE XI

MORTGAGES

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

11.2 Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration or any other applicable documents, which defaults have not been cured within sixty (60) days.

ARTICLE XII

AMENDMENT

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

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

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

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

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than two-thirds (2/3) in the aggregate of the votes of all owners; provided, however, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity related to Developer owns any Lots within and upon the Real Estate. In the event any Lot is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 11.1.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 402.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, without the approval of all Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 11.1.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if said Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee). In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagees of the time limitation contained in this sentence.

12.2 By Developer. Developer hereby reserves the right so long as Developer, or any entity related to Developer, owns any Lot within and upon the Real Estate to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer, without the approval of any other person or entity, in order to bring Developer into compliance with the requirements of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, or to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage

Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration or any other governmental agency to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages, or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

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

ARTICLE XIII

GENERAL PROVISIONS

13.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in any Plat of all or any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, shall be grounds for an action by Developer, the Association, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out any such covenants, conditions or restrictions.

13.2 Governmental Enforcement. The Metropolitan Development Commission of Marion County, Indiana, its successors and assigns, shall have no right, power, or authority to enforce any covenants, commitments, restrictions or other limitations contained herein other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance of Marion County, Indiana, 58-AO-3,

as amended, or any conditions attached to approval of any Plat of all or any part of the Real Estate by the Plat Committee.

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

13.4 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming under them, until January 1, 2008, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then Owners of Lots within and upon the Real Estate, it is agreed that this Declaration shall terminate in its entirety; provided, however, that no termination of this Declaration shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

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

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

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

13.8 Annexation. At any time within three (3) years from the date of recordation of this Declaration, additional land within the tract described in the attached Exhibit B may be annexed by Developer to the Real Estate (and from and after such annexation shall be deemed a part thereof for all purposes of this Declaration) by execution and recordation in the office of the Recorder of Marion County, Indiana, of a supplemental

declaration by Developer; and such action shall require no approvals or action of the Owners. Subject to the provisions of paragraph 13.9 hereof, additional residential property may be annexed to the Real Estate with the consent of two-thirds (2/3) of each class of members of the Association by the recording by the President or Vice President and Secretary of the Association of a declaration applicable to the annexed real estate which incorporates therein the terms of this Declaration, as the same may be amended from time to time.

13.9 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: annexation of additional property (except the property described in Exhibit B, as to which approval is not required), dedication of Common Areas and amendment of this Declaration.

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

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

WOODS OF NORTH KESSLER
ASSOCIATES, an Indiana
limited partnership

By: Davis Development - Woods
of North Kessler, Inc., an
Indiana corporation, its
general partner

By: 
Charles R. Davis, President

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Charles R. Davis, the President of Davis Development - Woods of North Kessler, Inc., an Indiana corporation, the general partner of WOODS OF NORTH KESSLER ASSOCIATES, an Indiana limited partnership, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of The Woods of North Kessler for and on behalf of said WOODS OF NORTH KESSLER ASSOCIATES.

WITNESS my hand and Notarial Seal this 16th day of November, 1987.



Nancy L. Watts
Notary Public
Nancy L. Watts
Printed Name

My commission expires:
6-22-90

I am a resident of
Madison County, Indiana.

This instrument was prepared by Mary K. Lisher, Baker & Daniels,
810 Fletcher Trust Building, Indianapolis, IN 46204.

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MSE 287-002
6241R-1
B. Ottinger
4-10-87
Revised 11-27-87
A. Cramer
Revised 12-2-87

EXHIBIT "A"

CERTIFICATE OF SURVEY

THE WOODS OF NORTH KESSLER - SECTION I

Land being part of the East Half of the Southwest Quarter of Section 16, Township 16 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 16, said corner being monumented by a brass plug per Marion County Surveyors Ties; thence North $00^{\circ}03'48''$ West (assumed bearing) along the East line of said Southwest Quarter a distance of 672.84 feet to the South line of the North Half of the Southeast Quarter of said Southwest Quarter as monumented by the Indiana State Highway Commission evidenced by I.S.H.C. Right-of-Way monuments found, said monuments having been set in accordance with plans for I.S.H.C. Project No. 65-3(46) 117 said point being the Point of Beginning; thence South $89^{\circ}41'47''$ West along the South line of the North Half of the Southeast Quarter of said Southwest Quarter, which is also the North line of 39th Street per said I.S.H.C. project as evidenced by Right-of-Way markers found, 849.34 feet to the southerly extension of an old farm fence (fence post from old farm fence found 1.5 feet North of said point along line); thence North $00^{\circ}42'00''$ West along said old farm fence 260.91 feet to a 1" pipe found; thence South $89^{\circ}41'47''$ West parallel with said South line of the North Half of the Southeast Quarter of said Southwest Quarter and parallel with said North line of 39th Street, 365.48 feet to the East right-of-way line of Kessler Boulevard per said I.S.H.C. plans; thence on the following three courses along said East right-of-way line of Kessler Boulevard: (1) North $01^{\circ}21'22''$ West 2.74 feet to an I.S.H.C. Right-of-Way marker found; (2) North $07^{\circ}40'07''$ West 200.46 feet; (3) North $01^{\circ}21'22''$ West 669.27 feet to the centerline of said 42nd Street; thence North $87^{\circ}23'29''$ East along said centerline 225.05 feet; thence South $15^{\circ}29'03''$ East 218.79 feet to a point on a curve concave southerly having a central angle of $10^{\circ}31'35''$ and a radius of 125.00 feet; thence easterly along said curve an arc distance of 22.97 feet (said arc being subtended by a chord having a bearing of North $71^{\circ}59'15''$ East and a length of 22.93 feet); thence South $21^{\circ}31'21''$ East 105.70 feet; thence South $01^{\circ}21'23''$ East 25.71 feet; thence North $98^{\circ}38'37''$ East 61.46 feet; thence South $02^{\circ}54'01''$ East 129.50 feet; thence North $79^{\circ}40'49''$ East 61.85 feet; thence South $11^{\circ}57'11''$ East 195.27 feet; thence North $78^{\circ}02'49''$ East 70.00 feet; thence South $11^{\circ}57'11''$ East 50.00 feet; thence North $78^{\circ}02'49''$ East 65.16 feet; thence South $11^{\circ}57'11''$ East 128.10 feet; thence North $89^{\circ}50'59''$ East 571.05 feet to a point in an existing fence line; thence South $00^{\circ}05'05''$ East along and with an existing fence 12.14 feet; thence North $89^{\circ}56'12''$ East along and with an existing fence 5.69 feet to the east line of said Southwest Quarter; thence South $00^{\circ}03'48''$ East along said east line 282.66 feet to the Point of Beginning and containing 14.00 acres, more or less; subject to highways, rights-of-way and easements.

870138419

EXHIBIT "A"

MSE 287-002
6241R-2
L. Ferrell
4-10-87
Rev. 11-11-87
Rev. 11-30-87
Rev. 12-2-87

EXHIBIT "B"

LAND DESCRIPTION FOR

THE WOODS OF NORTH KESSLER - SECTION 11

Land being part of the East Half of the Southwest Quarter of Section 16, Township 16 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana more particularly described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 16, said corner being monumented by a brass plug per Marion County Surveyors Ties; thence North $00^{\circ}03'48''$ West (assumed bearing) along the East line of said Southwest Quarter a distance of 955.50 feet to a point on an existing fence line; thence South $89^{\circ}56'12''$ West along said existing fence 5.69 feet; thence North $00^{\circ}05'05''$ West along an existing fence 12.14 feet to the Point of Beginning; thence South $89^{\circ}50'59''$ West 571.05 feet; thence North $11^{\circ}57'11''$ West 128.10 feet; thence South $78^{\circ}02'49''$ West 65.16 feet; thence North $11^{\circ}57'11''$ West 59.00 feet; thence South $78^{\circ}02'49''$ West 70.00 feet; thence North $11^{\circ}57'11''$ West 195.27 feet; thence South $79^{\circ}40'49''$ West 61.85 feet; thence North $02^{\circ}54'01''$ West 129.50 feet; thence South $86^{\circ}38'37''$ West 61.46 feet; thence North $01^{\circ}21'23''$ West 25.71 feet; thence North $21^{\circ}31'21''$ West 105.70 feet to a point on a curve concave southerly having a central angle of $10^{\circ}31'35''$ and a radius of 125.00 feet; thence westerly along said curve an arc distance of 22.97 feet (said arc being subtended by a chord having a bearing of South $71^{\circ}59'15''$ West and a length of 22.93 feet); thence North $15^{\circ}28'03''$ West 218.79 feet to the centerline of 42nd Street; thence North $87^{\circ}23'29''$ East 480.03 feet to the Northwest corner of Sun Meadow Addition; thence on the following two courses along the West and South lines of said Sun Meadow Addition: (1) South $00^{\circ}30'54''$ East 423.69 feet to a 3/4 inch iron pipe found, purported to be the monument called out on the plat for said Sun Meadow said point also being on the South line of the Northeast Quarter of said Southwest Quarter per said plat; (2) North $89^{\circ}50'59''$ East along said South line of the Northeast Quarter of said Southwest Quarter per said plat 551.01 feet to a 1 inch pipe found, purported to be the monument called out on the plat of Sun Meadow Addition, said point also being the Southeast corner of the Northeast Quarter of said Southwest Quarter per said plat; thence South $00^{\circ}03'48''$ East along the East line of said Southwest Quarter a distance of 123.05 feet to a point in an existing fence line; thence South $89^{\circ}56'12''$ West along said fence line 7.29 feet; thence South $00^{\circ}05'05''$ East along an existing fence line 256.96 feet to the Point of Beginning and containing 10.60 acres more or less; subject to highways, rights-of-way and easements.

EXHIBIT "B"

U70138419

CROSS REFERENCE

CROSS REFERENCE

880117324

APPROVED 11-17-88

WASHINGTON TOWNSHIP ASSESSOR
BY: *[Signature]* Real Estate Dep.

CURTIS L. COONROD
MARION COUNTY ATTORNEY

FIRST SUPPLEMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE WOODS OF NORTH KESSLE

Nov 17 88 034654

CROSS REFERENCE 9 3/4

DULY ENTERED FOR TAX PURPOSES
This First Supplement is made this 17th day of
November, 1988, by WOODS OF NORTH KESSLER ASSOCIATES, an
Indiana limited liability partnership ("Developer").

CROSS REFERENCE

Recitals

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto and by reference made a part thereof (the "Additional Real Estate").
2. Developer executed that certain Declaration of Covenants, Conditions and Restrictions of The Woods of North Kessler on November 16, 1987, and recorded the same on December 3, 1987, as Instrument No. 87-138419, in the office of the Recorder of Marion County, Indiana (the "Declaration").
3. Developer reserved in said Declaration the right from time to time, acting alone, to subject certain additional real estate located within the tract described in Exhibit B to the Declaration to the provisions of the Declaration by execution and recordation in the office of the Recorder of Marion County, Indiana, of a supplemental declaration so annexing all or any part of such real estate to the "Real Estate" (as such term is defined in the Declaration).
4. The Additional Real Estate (as described in Exhibit A attached hereto) constitutes a part of the tract described in Exhibit B to the Declaration.

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

1. Definitions. All terms used in this First Supplement with initial capital letters (and not otherwise defined in this First Supplement) shall have the same meanings herein as in the Declaration (as the same may be amended or supplemented from time to time as therein provided). Accordingly, the Additional Real Estate shall hereafter for all purposes be included in the definition of Real Estate in the Declaration.
2. First Supplement to Declaration. Developer hereby expressly declares that the Additional Real Estate, together with all improvements of every kind and nature whatsoever located thereon, shall be annexed to the Real Estate and be subject to the provisions of the Declaration (as the same may be amended or supplemented from time to time as therein provided); and the Real

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REC'D
MARION COUNTY RECORDER

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

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

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

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

WOODS OF NORTH KESSLER ASSOCIATES,
an Indiana limited partnership

By: DAVIS DEVELOPMENT - WOODS OF
NORTH KESSLER, INC., an Indiana
corporation, its general partner

By: 
Dean S. Ziegler,
Senior Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Dean S. Ziegler, the Senior Vice-President of Davis Development - Woods of North Kessler, Inc., an Indiana corporation, the general partner of WOODS OF NORTH KESSLER ASSOCIATES, an Indiana limited partnership, who acknowledged the execution of the foregoing First Supplement to Declaration of Covenants, Conditions and Restrictions of The Woods of North Kessler for and on behalf of said corporation as the general partner of WOODS OF NORTH KESSLER ASSOCIATES.

WITNESS my hand and Notarial Seal this 17th day of November, 1988.

Kimberly J. Hutchinson
Notary Public

Kimberly J. Hutchinson
Printed Name

My commission expires:
2-1-91

I am a resident of
Marion County, Indiana.

This instrument was prepared by Mary K. Lisher, Baker & Daniels,
810 Fletcher Trust Building, Indianapolis, Indiana 46204.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
THE WOODS OF NORTH KESSLER SECTION II

I, the undersigned, do hereby certify the attached plat to be true and correct, to the best of my knowledge and belief, representing a survey of a part of the East Half of the Southwest Quarter of Section 16, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the northeast corner of The Woods of North Kessler, Section I, the plat of which is recorded as instrument No. 87-138420 in the Office of the Recorder of said County, said point also being the southwest corner of Tract C of a Warranty Deed which is recorded as instrument No. 55-73260 in the Office of the Recorder of said County; thence on the following thirteen (13) courses along the easterly and northerly lines of said Section I: 1) South 89°50'59" West 571.05 feet; 2) North 11°57'11" West 128.10 feet; 3) South 78°02'49" West 65.16 feet; 4) North 11°57'11" West 50.00 feet; 5) South 78°02'49" West 70.00 feet; 6) North 11°57'11" West 195.27 feet; 7) South 78°40'49" West 61.85 feet; 8) North 02°54'01" West 129.50 feet; 9) South 88°38'37" West 61.48 feet; 10) North 01°21'23" West 25.71 feet; 11) North 21°31'21" West 105.70 feet to a point on a non-tangent curve concave southerly having a central angle of 10°31'35" and a radius of 125.00 feet; 12) westerly along said curve an arc distance of 22.97 feet (said arc being subtended by a chord having a bearing of South 71°59'15" West and a length of 22.93 feet); 14) North 15°28'03" West 218.79 feet to the centerline of 42nd Street; thence North 87°23'29" East along said centerline 480.03 feet to the northwest corner of Sun Meadow Addition, the plat of which is recorded in Plat Book 29, Page 421 in the Office of the Recorder of said County; thence on the following two (2) courses along the west and south lines of said Sun Meadow Addition: 1) South 00°30'54" East 423.69 feet to the southwest corner of said Sun Meadow Addition, said point also being on the south line of the Northeast Quarter of said Southwest Quarter; 2) North 89°50'59" East along said south line of the Northeast Quarter of said Southwest Quarter 551.01 feet to the southeast corner of Sun Meadow Addition, said point also being the southeast corner of the Northeast Quarter of said Southwest Quarter; thence South 00°03'48" East along the east line of said Southwest Quarter 123.05 feet, to the northeast corner of Tract C of said Warranty Deed; thence on the following two (2) courses along the north and west lines of said Tract C: 1) South 89°56'12" West 7.29 feet to the northwest corner of said Tract C; 2) South 00°24'14" East 256.96 feet to the Point of Beginning, containing 10.00 acres, more or less, subject to highways, rights-of-way and easements.

EXHIBIT "A"

4.

880117324

MSE Engineering

CROSS REFERENCE

Engineering
Surveying
Landscape Architecture
Digital Mapping

900035815

MSE 111-0062

MSE Corporation
941 North Meridian Street
Indianapolis, IN 46204 1051
317 634-1000
317 634-3576 FAX

Indianapolis, IN
Austin, TX
Tampa, FL
Nashville, TN

APR 17 90 10 137

PROPERTY ENTERED FOR
RECORDATION
SUBDIVISION PLAT
DATE: 4/17/90

950

CROSS REFERENCE

SURVEYOR'S CERTIFICATE OF CORRECTION

CROSS REFERENCE

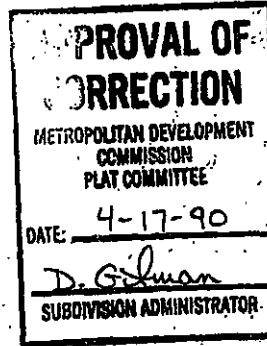
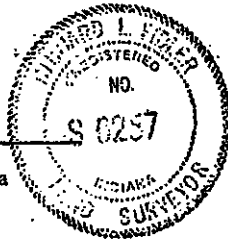
I, the undersigned, a Registered Land Surveyor, do hereby certify that the Woods of North Kessler Section I, was recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #87-138420, was prepared by MSE Corporation and was certified by Sol C. Miller on November 12, 1987.

DSG I further certify that said plat was recorded referring to the street abutting lots 1-8 and 58-62 as Sun Meadow Lane, as shown on Exhibit "A".
Sun Meadow
Said plat should be corrected to show proper street name, as shown on Exhibit "B".

Certified this 16th day of April, 1990

MSE CORPORATION

Richard L. Fidler
Richard L. Fidler, L.S.
Registered Land Surveyor #S0257 - Indiana



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90 APR 17 PM 4: 01
MARION COUNTY RECORDER

State of Indiana)
) SS:
County of Marion)

Before me, the undersigned Notary Public, in and for said County and State, personally appeared Richard L. Fidler, Registered Land Surveyor, and acknowledged the execution of the foregoing instrument as his voluntary act and deed for said company, for the purpose therein expressed.

Witness by Hand and Notarial Seal this 16th day of April, 1990.

Susan R. Schonegg
Notary Public

SUSAN R. Schonegg
Printed

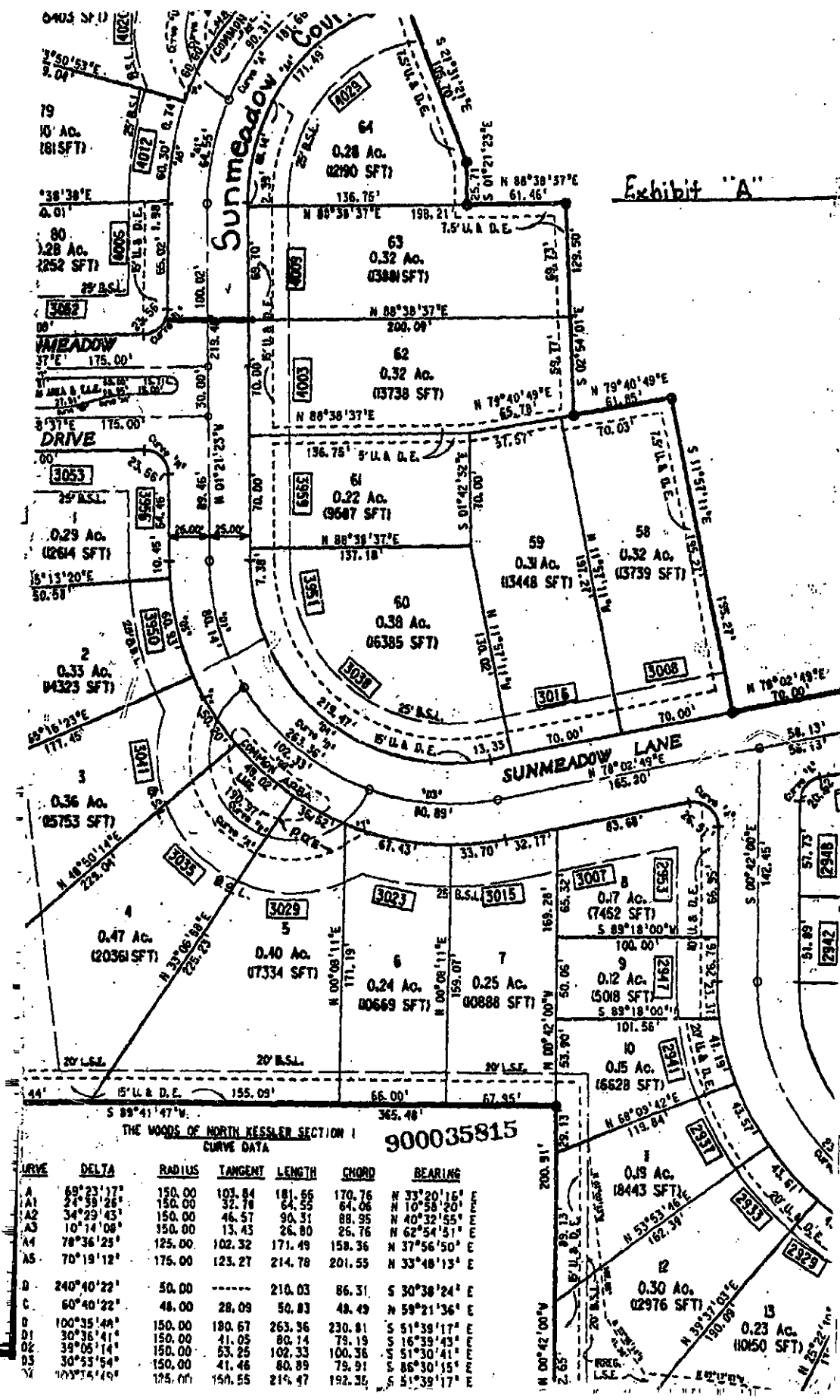
My Commission Expires: March 23, 1992

County of Residence: Marion

This Instrument Prepared by MSE Corporation

900035815

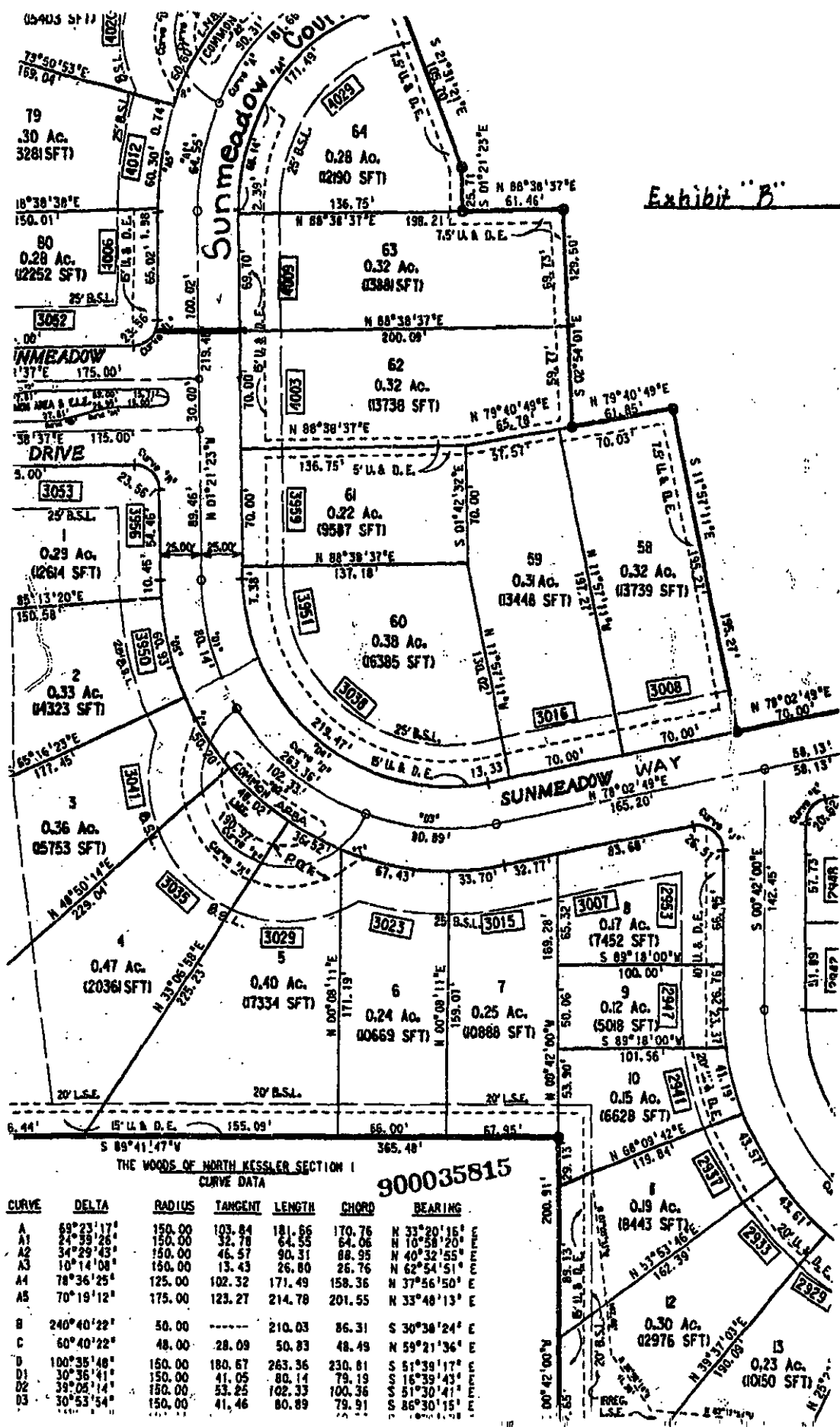
Exhibit "A"



THE WOODS OF NORTH KESSLER SECTION 1
 CURVE DATA
 900035815

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
A	89°23'17"	150.00	103.84	181.66	170.76	N 33°20'16" E
A1	24°59'28"	150.00	32.78	64.55	64.06	N 10°58'20" E
A2	34°29'43"	150.00	46.57	90.31	88.95	N 40°32'55" E
A3	10°14'08"	150.00	13.43	26.80	26.76	N 62°54'51" E
A4	78°36'29"	125.00	102.32	171.49	158.36	N 37°56'50" E
A5	70°19'12"	175.00	123.27	214.78	201.55	N 33°48'13" E
B	240°40'22"	50.00	-----	210.03	86.31	S 30°38'24" E
C	60°40'22"	48.00	28.09	50.83	48.49	N 59°21'36" E
D	100°35'48"	150.00	180.67	263.36	230.81	S 51°39'17" E
D1	30°36'41"	150.00	41.05	80.14	79.19	S 16°39'43" E
D2	39°05'14"	150.00	53.25	102.33	100.36	S 51°30'41" E
D3	30°53'54"	150.00	41.46	80.89	79.91	S 86°30'15" E
D4	103°34'49"	125.00	150.55	215.47	192.36	S 51°39'17" E

Exhibit "B"



THE WOODS OF NORTH KESSLER SECTION I

300035815

CURVE DATA

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
A	69°23'17"	150.00	103.84	181.66	170.76	N 33°20'16" E
A1	24°59'26"	150.00	32.78	64.35	64.08	N 10°58'20" E
A2	34°29'43"	150.00	46.57	90.31	88.93	N 40°32'55" E
A3	10°14'08"	150.00	13.43	26.80	26.76	N 62°54'51" E
A4	78°36'25"	125.00	102.32	171.49	158.36	N 37°56'50" E
A5	70°19'12"	175.00	123.27	214.78	201.55	N 33°48'13" E
B	240°40'22"	50.00	-----	210.03	86.31	S 30°38'24" E
C	60°40'22"	48.00	28.09	50.83	48.49	N 59°21'36" E
D	100°35'48"	150.00	180.67	263.36	230.81	S 51°39'17" E
D1	30°36'41"	150.00	41.05	80.14	79.19	S 16°39'43" E
D2	39°08'14"	150.00	53.25	102.33	100.36	S 51°30'41" E
D3	30°53'54"	150.00	41.46	80.89	79.91	S 86°30'15" E

MSE Engineering

CROSS REFERENCE

Engineering
Surveying
Landscape Architecture
Digital Mapping

MSE Corporation
841 North Meridian Street
Indianapolis, IN 46204 1061
317 634-1000
317 634-3576 FAX

Indianapolis, IN
Austin, TX
Tampa, FL
Nashville, TN

225
224

920051117

SURVEYOR'S CERTIFICATE OF CORRECTION

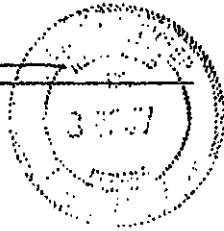
I, the undersigned, a Registered Land Surveyor, do hereby certify that the Woods of North Kessler, was recorded in the Office of the Recorder of Marion County, Indiana on December 3, 1987, recorded as Instrument No. ~~82-138420~~. Said Instrument was prepared by MSE Corporation, Inc., and was certified by SOT C. Miller on November 12, 1987.

I further certify that said plat was recorded inadvertently with incorrect addresses as assigned by Indianapolis Department of Metropolitan Development. Said addresses should be corrected as depicted on Exhibit "A".

Certified this 27th day of APRIL, 1992

Richard L. Fidler

Richard L. Fidler, L.S.
Registered Land Surveyor: S0257 - Indiana



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JOHN R. ROBERTSON, CLERK
MARION COUNTY, INDIANA
APR 28 1992
92-010981

State of Indiana }
County of Marion } SS:

Before me, the undersigned Notary Public in and for said County and State, personally appeared Richard L. Fidler, Registered Land Surveyor, and acknowledged the execution of the foregoing instrument as his voluntary act and deed, for said Company, for the purpose therein expressed.

Witness my Hand and Notarial Seal this 27th day of April, 1992.

Susan R. Schwegg
Notary Public

County of Residence: Marion

My Commission Expires: March 21, 1992

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92 APR 28 AM 10:22
JOHN R. ROBERTSON, CLERK
MARION COUNTY, INDIANA

This Instrument prepared by Richard L. Fidler, L.S.

EXHIBIT "A"

Woods of North Kessler Section I

	Lot #	Incorrect Address	Correct Address
Along Sunmeadow Way	1	3956	3053
	2	3950	3047
	62	4003	3056
	61	3959	3050
Along Sunmeadow Court	76	4028	3020
	77	4024	3026
	78	4020	3032
	79	4012	3038
	80	4006	3044
	64	4029	3023
	63	4009	3029

920051117