

S. 1800
Pages 1

PLAT

Instrument Number

Subdivision/HPR Thompson Place Sub

Legal Description Pt NW 44 Sec 5 T14 N. R 4 E

Owner ~~DEBORAH SAUCO~~ CAROL BENNETT

Cross Reference

DMD/VOID STAMP ✓
LAND SURVEYOR ✓
TOWNSHIP ✓
AUDITOR ✓
NOTARY ✓

Declaration

Other

Township Perry

Microfilm:
8 copies
1 blow up

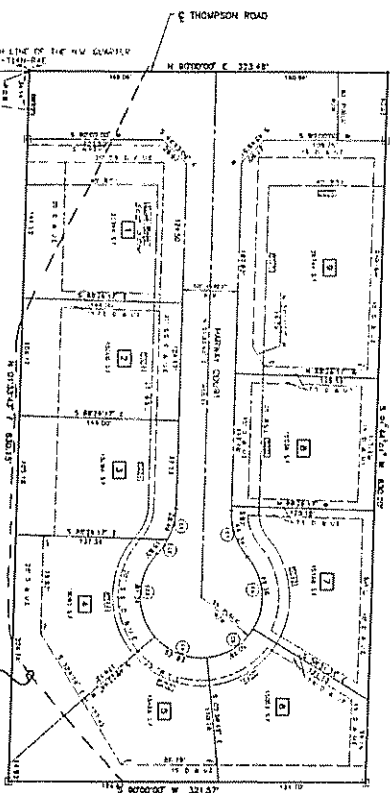
Pick Up:
DON GERSON
787-3981

04/29/99 04:04PM WANDA MARTIN MARION CTY RECORDER CJP 18.00 PAGES: 1

Inst # 1999-0082991

THOMPSON PLACE SUBDIVISION PERRY TOWNSHIP, MARION COUNTY, INDIANA

990082991



LEGEND

1	LOT NUMBER
2	LOT OWNER
3	UNIMPROVED DRIVE ROADS AND DRIVEWAYS
4	IMPROVED DRIVE ROADS AND DRIVEWAYS
5	IMPROVED SIDEWALKS
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LOT AREA DATA

LOT NO.	AREA (SQ. FT.)	AREA (AC.)
1	10,000	0.23
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99	10,000	0.23
100	10,000	0.23

Base Flood Elevation: 105.00 ft (100-year)

The undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the applicant, and that the same has been compared with the original and found to be correct.

Notary Public for Marion County, Indiana

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the applicant, and that the same has been compared with the original and found to be correct.

Notary Public for Marion County, Indiana

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the applicant, and that the same has been compared with the original and found to be correct.

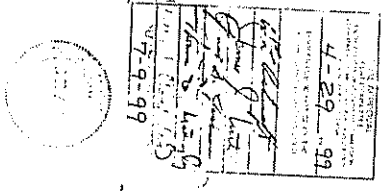
Notary Public for Marion County, Indiana

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Notary Public for Marion County, Indiana

I, the undersigned, being duly qualified, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the applicant, and that the same has been compared with the original and found to be correct.

Notary Public for Marion County, Indiana



990082991

THOMPSON PLACE SUBDIVISION
PERRY TOWNSHIP
MARION COUNTY, INDIANA

SCALE: 1"=50'

DATE: APRIL 15, 1999

NO.	DATE	DESCRIPTION
1	APRIL 15, 1999	FINAL PLAT

J.D. Wiggins Associates, Inc.
engineering surveying land planning
300 south post street suite 6
greenwood, indiana 46142
(317) 835-0000

FIRST AMENDMENT TO THE COVENANTS
OF THE PLAT OF THOMPSON PLACE SUBDIVISION

Don Gehrich, President of De-Ge Development Corporation, the owner of record of Lots 1, 2, 3, 4, 5, 7, 8, and 9 in Thompson Place Subdivision, a subdivision in Perry Township, Marion County, Indiana, the plat of which was recorded on the 29th day of April, 1999, as Instrument Number 990082991 in the office of the Recorder of Marion County, Indiana, which Lots comprise the entire subdivision, as legally described on Exhibit A attached hereto, with the exception of Lot Number 6 which has been previously conveyed, does hereby amend the Plat Covenants and Restrictions of Thompson Place Subdivision to include the following covenants:

- 30. PRIVATE SANITARY SEWER SYSTEM. THE OWNERS OF ALL LOTS IN THE THOMPSON PLACE SUBDIVISION, THEIR HEIRS, SUCCESSORS, GRANTEES AND ASSIGNS, ARE HEREBY ADVISED THAT THE ENTIRE ON-SITE SANITARY SEWER SYSTEM SERVING THE LOTS IN THE DEVELOPMENT IS A PRIVATE SANITARY SEWER SYSTEM ("PRIVATE SANITARY SEWER") WHICH INCLUDES THE GRINDER PUMP AND WELL AND ALL LINES WITHIN AND OUTSIDE THE BOUNDARIES OF THE SUBDIVISION, WHICH SERVE TO CONNECT THE LOTS TO THE CITY OF INDIANAPOLIS PUBLIC SANITARY SEWER SYSTEM. MAINTENANCE, REPAIR AND OR REPLACEMENT OF SAID COMMON SANITARY SEWER SYSTEM AND FACILITIES SHALL BE THE JOINT RESPONSIBILITY OF ALL OF THE OWNERS OF LOTS WITHIN THE SUBDIVISION.

THE MAINTENANCE, REPAIR AND/OR REPLACEMENT OF LATERALS AND SANITARY SEWER LINES WITHIN THE BOUNDARIES OF THE LOTS, SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER OF EACH SUCH LOT.

THE CITY OF INDIANAPOLIS HAS NOT ACCEPTED ANY PORTION OF THE AFORESAID PRIVATE SANITARY SEWER SYSTEM FOR MAINTENANCE, REPAIR OR

MARTHA A. WICKACKS
215105 MAR-99
FOR RECORDING

REPLACEMENT AND THE CITY SHALL, THEREFORE, HAVE NO RESPONSIBILITY, WHATSOEVER, FOR THIS PRIVATE SANITARY SEWER SYSTEM.

31. ASSESSMENT FOR OPERATION, MAINTENANCE AND REPAIR OF PRIVATE SANITARY SEWER, STREETS AND OTHER PUBLIC SERVICES. THE LOT OWNER FOR HIMSELF, HIS HEIRS, EXECUTORS AND ASSIGNS COVENANTS AND AGREES TO PAY ANNUALLY HIS PRO RATE SHARE OF THE COST TO OPERATE, MAINTAIN AND REPAIR THE PRIVATE SANITARY SEWER, STREETS AND THE COSTS OF PROVIDING OTHER REASONABLE AND NECESSARY PUBLIC SERVICES. THE LOT OWNER'S ASSESSMENT IN THIS REGARD SHALL BE PAID PROMPTLY WHEN THE SAME BECOMES DUE. IN THE EVENT OF THE OWNER'S FAILURE TO PAY THE ANNUAL ASSESSMENT PROMPTLY WHEN DUE, THE AMOUNT OF THE ASSESSMENT SHALL BE A LIEN AGAINST THE LOT OWNER'S PREMISES TO WHICH THE ASSESSMENT APPLIES. THE ASSESSMENT LIEN MAY BE ENFORCED IN EQUITY AS IN THE CASE OF ANY LIEN FORECLOSURE. THE ANNUAL ASSESSMENT SHALL ACCRUE TO THE BENEFIT OF AND MAY BE ENFORCED JOINTLY AND SEVERALLY BY THE OTHER PROPERTY OWNERS IN THE THOMPSON PLACE SUBDIVISION.
32. MANDATORY BUILDING CONTRACTOR ALL DWELLINGS CONSTRUCTED UPON ANY LOT IN THE THOMPSON PLACE SUBDIVISION SHALL BE CONSTRUCTED BY CB DEVELOPMENT CORPORATION AND SHALL CONFORM TO THE MINIMUM STANDARDS AND REQUIREMENTS SET FORTH IN THE PLAT COVENANTS AND RESTRICTIONS OF THE THOMPSON PLACE SUBDIVISION; PROVIDED, HOWEVER, AN ALTERNATIVE BUILDING CONTRACTOR MAY BE SELECTED AND RETAINED BY ANY LOT OWNER UPON PRIOR WRITTEN APPROVAL FROM THE ARCHITECTURAL CONTROL COMMITTEE, DE-GE DEVELOPMENT CORPORATION, CAROL BENNETT AND DON GEHRICH.
33. MANDATORY MEMBERSHIP IN THOMPSON PLACE HOMEOWNERS ASSC., INC. EVERY PERSON OR ENTITY WHO IS THE OWNER OF A FEE OR OF THE EQUITABLE TITLE IN A LOT LOCATED IN THE THOMPSON PLACE SUBDIVISION SHALL BE A MEMBER OF THE THOMPSON PLACE HOMEOWNERS ASSC., INC. ("ASSOCIATION"), SUBJECT TO THE BY-LAWS OF THE ASSOCIATION, ATTACHED HERETO AS EXHIBIT B, INCLUDING WITHOUT LIMITATION, ANY AND ALL ASSESSMENTS, FEES OR OTHER CHARGES LEVIED BY THE ASSOCIATION.

WITNESS my hand and signature this 28th day of February, 2000.

De-Ge Development Corporation

Don Gehrich, Pres.
Don Gehrich, President

Attest:

Carol E. Bennett
Carol E. Bennett, Co-Owner and
Co-Developer

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Don Gehrich, President and Co-Owner of De-Ge Development Corporation, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated the representations therein contained are true and correct.

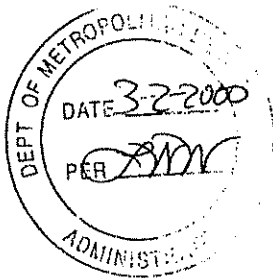
WITNESS my hand and Notarial Seal this 28 day of February, 2000.

Karen Terhune - Karen Terhune
Notary Public

Resident of Marion County

My Commission Expires:

April 1, 2007



APPROVED John R. George
DATE March 2000
BY John R. George DRAFTSMAN

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

BEFORE ME, the undersigned, a Notary Public in and for the State of Indiana, personally appeared Carol E. Bennett, Co-Owner of De-Ge Development Corporation, who acknowledged the execution of the foregoing, and who, having been duly sworn, stated the representations therein contained are true and correct.

WITNESS my hand and Notarial Seal this 28 day of February, 2000.

Karen Terhune - Karen Terhune
Notary Public

Resident of Marion County

My Commission Expires:

April 1, 2007

This Instrument prepared by W. Todd Metzger, Scopelitis, Garvin, Light & Hanson, 10 West Market Street, Suite 1500, Indianapolis, Indiana 46204-2968, 317-637-1777.

EXHIBIT A

PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 14 NORTH,
RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY,
INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID QUARTER SECTION,
SAID POINT BEING 1030.60 FEET EAST OF THE NORTHWEST CORNER OF
SAID QUARTER SECTION; THENCE EAST UPON AND ALONG THE NORTH
LINE OF SAID QUARTER SECTION 330 FEET TO A POINT; THENCE SOUTH
PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 630.15 FEET
TO A POINT; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID
QUARTER SECTION 330 FEET TO A POINT; THENCE NORTH PARALLEL WITH
THE WEST LINE OF SAID QUARTER SECTION, 630.15 FEET TO THE PLACE OF
BEGINNING.

EXHIBIT B

THOMPSON PLACE HOMEOWNERS ASSOCIATION, INC.

BYLAWS

ARTICLE I

OFFICERS

Section 1.1. Executive Officers The Executive Officers of the Corporation shall be a President, a Secretary and a Treasurer. The first President, Secretary and Treasurer shall hold office for five years, after which time the President shall be elected annually by the Board of Directors. All other officers shall be elected annually by the Board of Directors (the "Board"). They shall take office immediately after election. The officers of the Corporation for the first five years need not be members of the Corporation. Thereafter, they shall be both members of the Board of Governors and members of the Corporation.

Section 1.2. President. Subject to the direction of the Board of Directors, the President shall be the chief executive officer of the Corporation, and shall perform such other duties as from time to time may be assigned to him by the Board.

Section 1.3. Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the members' meetings in books provided for that purpose; he shall have custody of such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board. In case of the absence or disability of the President, the duties of that officer shall be performed by the Secretary.

Section 1.4. Treasurer. The Treasurer shall have the custody of all the receipts, disbursements, funds, and securities of the corporation and shall perform all duties incident to the office of Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may be from time to time assigned to him by the Board or the President.

Section 1.5. Subordinate Officers. The President, with the approval of the Board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office during the pleasure of the Board, and who shall have such authority

and perform such duties as from time to time may be prescribed by the President or by the Board.

ARTICLE II

BOARD OF DIRECTORS

Section 2.1. Number of Members. The business and affairs of this Corporation shall be managed by a Board of Directors which shall consist of not less than two nor more than four members. The first Board of Directors need not be members of the corporation. Thereafter, all of the Board shall consist of the members of the Corporation. At the inception of the Corporation, the Board shall consist of two members named by the Incorporators of the Corporation, and thereafter the number of Directors shall be fixed by the Board.

Section 2.2. Regular Meetings. The Board shall meet for the transaction of business at such place as may be designated from time to time.

Section 2.3. Special Meetings. Special Meetings of the Board of Directors may be called by the President or by two members of the Board for any time and place, provided reasonable notice of the meeting shall be given to each member of the Board before the time appointed for the meeting.

Section 2.4. Quorum. The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors at the time being in office shall constitute a quorum for the transaction of business, but a majority of those present at the time and place of any regular or special meeting although less than a quorum, may adjourn the meeting from time to time without notice until a quorum be at hand. The act of a majority of Directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 2.5. Order of Business. The Board of Directors may from time to time determine the order of business at its meeting.

Section 2.6. Chairman. At all meetings of the Board of Directors the President, or, in his absence, the Secretary, or in the absence of both, a Chairman chosen by the Directors present, shall preside.

Section 2.7. Terms of Members of the Board. The first Board of Directors named by the Incorporator shall serve for five years. Thereafter, they shall be elected by the members of the corporation for one year terms.

Section 2.8. Annual Report. The Board of Directors, after the close of the fiscal year, may submit, upon written request, to the members of the Association a report as to the condition of the Association and its property.

Section 2.9. Vacancies in Board. Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association to serve the unexpired term of the vacancy.

ARTICLE III

MEETINGS OF MEMBERS

Section 3.1. Annual Meetings. There shall be an annual meeting of the members of the Corporation at such place as may be designated, on the third Tuesday in January of each year if not a legal holiday, and if a legal holiday then on the next succeeding business day, at 11 a.m., for the transaction of such business as may come before the meeting. Notice shall be required for the annual meeting.

Section 3.2. Special Meetings. Special meetings of the members shall be held whenever called by the Board of Directors or by the holders of at least six memberships. Notice of each special meeting, stating the time, place, and in general terms the purpose or purposes of the special meeting, shall be sent by mail to the last known address of all members at least ten days prior to the meeting.

Section 3.3. Voting. Every member may cast one vote, either in person or by proxy, for each lot owned in fee simple by that particular member, solely or jointly (but not to exceed one vote for each lot), or by the Corporation owning the lot or lots of which he is the one stockholder and the member authorized to vote.

Section 3.4. Quorum. At any meeting of the members a quorum shall consist of members owning, jointly or solely, in fee simple or members representing the Corporation owning in fee simple a

majority of the lots in Thompson Place Homeowners Assc., Inc., present either in person or by proxy, and a majority in amount of such quorum shall decide any question that may come before the meeting.

ARTICLE IV

MEMBERSHIPS

Section 4.1. Qualifications. Only persons owning real property in Thompson Place Subdivision or owning stock in a corporation owning real property in the Subdivision shall be eligible to become a member.

Section 4.2. Joint Ownership. If two or more persons are the joint owners of real property in Thompson Place Subdivision, one or both may become a member, but only one shall be entitled to vote. If two or more persons are stockholders in a corporation owning real property in the Subdivision, one or more stockholders may become members, but the corporation shall have only one vote per lot.

Section 4.3. Voting Members. Only designated voting members shall be entitled to vote.

Section 4.4. Membership Termination. Whenever a member shall cease to own real property in Thompson Place Subdivision, or shall cease to own stock in a corporation that owns real property in such Subdivision, such member shall automatically be dropped from the membership roll of the Association.

Section 4.5. Membership Rights. A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs, or franchises of the Corporation. A member shall have no right, interest, or privilege which may be transferrable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing.

Section 4.6. Admission Procedure. Every person owning real property in Thompson Place Subdivision or owning stock in a corporation owning real property in the Subdivision must become a member of the Association by making written application to the Secretary, giving complete information as the Board of Directors shall from time to time require.

Section 4.7. Commencement of Membership. Upon receipt of the membership application by the Secretary, memberships shall become final when the applicant shall become the owner of real property in Thompson Place Subdivision, or the owner of stock in a corporation owning real property in the Subdivision, as the case may be.

Section 4.8. Memberships Not Transferable. No membership may be sold, assigned, or transferred, voluntarily, by will, or by operation of law.

Section 4.9. Termination of Membership. Whenever any member shall cease to have all of the qualifications necessary for admission to membership in the Association, then such membership shall terminate.

Section 4.10. Initiation Fee. Every member shall be required to pay an initiation fee, the amount of which shall be determined by the Board of Directors for each membership, and may be changed from year to year by the Board of Directors or by the members.

Section 4.12. Annual Dues. Every member shall be required to pay annual dues, the amount of which shall be determined by the Board of Directors and may be changed from year to year by the Board of Directors or by the members.

ARTICLE V

LOSS OF PROPERTY

Section 5.1. Liability Disclaimed. The Board of Directors shall not be liable or responsible for the destruction or the loss of or damage to the property of any member or the guest of any member, or visitor, or other person.

ARTICLE VI

MAINTENANCE CHARGES

Section 6.1. Maintenance Charges. The Board of Directors of Thompson Place Homeowners Association, Inc., shall have the right and power to subject the property situated in Thompson Place Subdivision to an annual maintenance charge.

Commencing January 15, 2001, and on the same day of each year thereafter, each owner of property in the Subdivision other than the subdivider shall pay to Thompson Place Homeowners Association, Inc., in advance, the maintenance charges against his property. The maintenance charge payments shall be used by the Association to create and continue a Maintenance Fund. The charge will be delinquent when not paid within thirty days after it becomes due. In the event that an owner acquires title to property in the

Subdivision after January of any year, then such owner shall be given a pro rata credit for the annual maintenance charge from January to the date on which such owner acquires title.

The annual charge may be adjusted or reduced from year to year by the Board of Directors of Thompson Place Homeowners Assc., Inc., as the needs of the property in its judgment may require.

The maintenance, repair and/or replacement of laterals and sanitary sewer lines within the boundaries of the Thompson Place Subdivision lots shall be the sole responsibility of the owner of each such lot.

Section 6.2. Maintenance Fund. The Maintenance Fund may be used:

For Lighting, improving, and maintaining the streets and dedicated right of way areas maintained for the general use of the owners and occupants of land included in the Subdivision;

For operating and maintaining any storm-water drains now or hereafter constructed in the Subdivision that are not or will not be under the direct supervision of the State or County;

For operating, maintaining and repairing the Subdivision's private sanitary sewer system which includes a grinder pump, well and all lines within and outside the boundaries of the Subdivision, which serves to connect the Subdivision lots to the City of Indianapolis Public Sanitary Sewer System.

For collecting and disposing of garbage, ashes, and rubbish;

For employing policemen and watchmen; and

For doing any other thing necessary or desirable, in the opinion of the Board of Directors of the Association, to keep the property neat and in good order, and to eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in the Subdivision.

Section 6.3. Collection. Thompson Place Homeowners Assc., Inc. shall have a lien on all the lots in Thompson Place Subdivision to secure the payment of maintenance charges due and to become due, and the record owners of the lots shall be personally liable for all maintenance charges.

Upon demand, the Thompson Place Homeowners Assc., Inc. shall furnish to any owner or mortgagee or person interested a certificate showing the unpaid maintenance charges against any lot or lots.

Thompson Place Homeowners Assc., Inc., may, in its discretion, subordinate in writing, for limited periods of time, the liens of the Association against any lot or lots for the benefit or better security of a mortgagee.

ARTICLE VII

NOTICE

Section 7.1. Notice. Whenever, according to these Bylaws, a notice is required to be given to any member or Director, it may not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Indianapolis, Indiana, in a postpaid sealed wrapper, addressed to such member or Director at his address as the same appears on the books of the Corporation, and the time when the notice is mailed shall be deemed the time of the giving of notice.

Section 7.2. Waiver of Notice. Any notice required to be given by these Bylaws may be waived by the person entitled thereto.

ARTICLE VIII

FISCAL YEAR

Section 8.1 Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January, and terminate on the 31st day of December of each year.

ARTICLE IX

AMENDMENT, ALTERATION OR RECISSION

Section 9.1. The Bylaws of the Corporation shall be amended, altered or rescinded by a majority vote of the Board of Directors.

(EP)
5

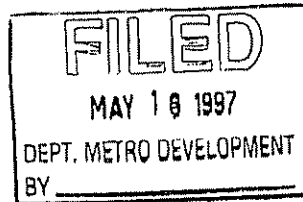
STATEMENT OF COMMITMENTS

COMMITMENTS CONCERNING THE USE OR DEVELOPMENT OF REAL ESTATE
MADE IN CONNECTION WITH A REZONING OF PROPERTY OR PLAN APPROVAL

In accordance with I.C. 36-7-4-613 or I.C. 36-7-4-614, the owner of the real estate located in Marion County, Indiana, which is described below, makes the following COMMITMENTS concerning the use and development of that parcel of real estate:

Legal Description: (insert here or attach)

ATTACHED



Statement of COMMITMENTS:

1. The owner agrees to abide by the Open Occupancy and Equal Employment Opportunity Commitments required by Metropolitan Development Commission Resolution No. 85-R-69, 1985, which commitments are attached hereto and incorporated herein by reference as Attachment "A".
2. A 60 foot half right-of-way shall be dedicated along East Thompson Road, as per the request of the Department of Capital Asset Management, Transportation Section, (DCAM). Additional easements shall not be granted to third parties within the area to be dedicated as public right-of-way prior to the acceptance of all grants of right-of-way by the DCAM. The DCAM has requested that the right-of-way be granted within 60 days of approval.

4. _____

5. _____

These COMMITMENTS shall be binding on the owner, subsequent owners of the real estate and other persons acquiring an interest therein; provided that Commitment #1 (Open Occupancy and Equal Opportunity Commitments) shall not be binding on an owner, subsequent owners or other person acquiring an interest therein if such persons are exempt persons or are engaged in an exempt activity as defined on Attachment "A" which is attached hereto and incorporated herein by reference. These COMMITMENTS may be modified or terminated by a decision of the Metropolitan Development Commission made at a public hearing after proper notice has been given

COMMITMENTS contained in this instrument shall be effective upon:

- (a) the adoption of rezoning petition # 97 Z 82 by the City-County Council changing the zoning classification of the real estate from a D A zoning classification to a D - 2 zoning classification; or
- (b) the adoption of approval petition # _____ by the Metropolitan Development Commission;

and shall continue in effect for as long as the above-described parcel of real estate remains zoned to the D - 2 zoning classification or until such other time as may be specified herein

These COMMITMENTS may be enforced jointly or severally by:

- 1 The Metropolitan Development Commission;
- 2 Owners of all parcels of ground adjoining the real estate to a depth of two (2) ownerships, but not exceeding six-hundred-sixty (660) feet from the perimeter of the real estate, and all owners of real estate within the area included in the petition who were not petitioners for the rezoning or approval. Owners of real estate entirely located outside Marion County are not included, however. The identity of owners shall be determined from the records in the offices of the various Township Assessors of Marion County which list the current owners of record. (This paragraph defines the category of persons entitled to receive personal notice of the rezoning or approval under the rules in force at the time the commitment was made);
- 3 Any person who is aggrieved by a violation of either of the Commitments contained in Commitment #1 (Open Occupancy and Equal Employment Opportunity Commitments); and
- 4 _____

The undersigned hereby authorizes the Neighborhood and Development Services Division of the Department of Metropolitan Development to record this Commitment in the office of the Recorder of Marion County, Indiana, upon final approval of petition # 97 Z 82

IN WITNESS WHEREOF, owner has executed this instrument this 15th day of May, 19 97

Signature *Donald R. Gebeck, Sr.* (Seal) Signature _____ (Seal)
 Printed Donald R. Gebeck, Sr. Printed _____

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared
DONALD R. GEHRICH, SR., owner(s) of the real estate who acknowledged the execution of
the foregoing instrument and who, having been duly sworn, stated that any representations therein
contained are true.

Witness my hand and Notarial Seal this 15TH day of MAY, 19 97.



Signature *Nancy M. Patterson*
Printed NANCY M PATTERSON
County of Residence MORGAN

My Commission expires 1/4/01

This instrument was prepared by Donald R Gehrlich, SR

ATTACHMENT "A"

OPEN OCCUPANCY AND EQUAL EMPLOYMENT OPPORTUNITY COMMITMENT

- (a) The owner commits that he shall not discriminate against any person on the basis of race, color, religion, ancestry, national origin, handicap or sex in the sale, rental, lease or sublease, including negotiations for the sale, rental, lease or sublease, of the real estate or any portion thereof, including, but not limited to:
- (1) any building, structure, apartment, single room or suite of rooms or other portion of a building, occupied as or designed or intended for occupancy as living quarters by one or more families or a single individual;
 - (2) any building, structure or portion thereof, or any improved or unimproved land utilized or designed or intended for utilization, for business, commercial, industrial or agricultural purposes;
 - (3) any vacant or unimproved land offered for sale or lease for any purpose whatsoever
- (b) The owner commits that in the development, sale, rental or other disposition of the real estate or any portion thereof, neither he nor any person engaged by him to develop, sell, rent or otherwise dispose of the real estate, or portion thereof shall discriminate against any employee or applicant for employment, employed or to be employed in the development, sale, rental or other disposition of the real estate, or portion thereof with respect to hire, tenure, conditions or privileges of employment because of race, color, religion, ancestry, national origin, handicap or sex

EXEMPT PERSONS AND EXEMPT ACTIVITIES

An exempt person shall mean the following:

- 1 With respect to commitments (a.) and (b) above:
 - (a) any not-for-profit corporation or association organized exclusively for fraternal or religious purposes;
 - (b) any school, educational, charitable or religious institution owned or conducted by, or affiliated with, a church or religious institution;
 - (c) any exclusively social club, corporation or association that is not organized for profit and is not in fact open to the general public;
 - (d) provided that no such entity shall be exempt with respect to a housing facility owned and operated by it if such a housing facility is open to the general public;
2. With respect to commitment (b), a person who employs fewer than six (6) employees within Marion County.

An exempt activity with respect only to commitment (a) shall mean the renting of rooms in a boarding house or rooming house or single-family residential unit; provided, however, the owner of the building unit actually maintains and occupies a unit or room in the building as his residence, and, at the time of the rental the owner intends to continue to so occupy the unit or room therein for an indefinite period subsequent to the rental

EXHIBIT "B"

LEGAL DESCRIPTION PROVIDED

PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT A POINT IN THE NORTH LINE OF SAID QUARTER SECTION, SAID POINT BEING 1030.50 FEET EAST OF THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE EAST UPON AND ALONG THE NORTH LINE OF SAID QUARTER SECTION 330 FEET TO A POINT; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION 830.15 FEET TO A POINT; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID QUARTER SECTION 330 FEET TO A POINT; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID QUARTER SECTION, 630.15 FEET TO THE PLACE OF BEGINNING