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JOHN R. VON ARX  
MARION COUNTY AUDITOR  
009079 JUL 26 02  
SUBJECT TO FINAL ASSESSMENT

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
THE VILLAGES AT DRAKE LANDING, DRAKE LANDING SECTION 1  
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN WAYNE TOWNSHIP, MARION COUNTY, INDIANA**

The undersigned WEST 21ST STREET LLC, an Indiana Limited Liability Company (hereinafter referred to as "Developer"), as owner and developer of real property described in Exhibit A attached hereto and known as The Villages at Drake Landing, Drake Landing Section 1 (including lots 1 through 48 and referred to herein as the "Subdivision"), imposes the following plat restrictions and covenants on the Subdivision for the benefit of all present and future owners of any lot in the Subdivision.

**DECLARATIONS**

All lots within the Subdivision shall be subject to the following development standards, restrictions, covenants, conditions and assessments, which are for the benefit of all lot owners and occupants within the Subdivision and which shall run with the property and shall be binding on all owners and all persons claiming under them until December 31, 2004, at which time said covenants, conditions, restrictions and assessments shall be automatically extended for successive periods of ten (10) years, unless by a majority vote of the then owners of the lots in the Subdivision it is agreed to change said covenants, conditions, restrictions and assessments in whole or in part:

**Article 1. Use Restrictions**

1.01 Each lot within the Subdivision (hereinafter "Building Lot") shall be used for single-family residential purposes only. However, the Developer, its agents or assigns, may use the Building Lots for construction and sales purposes during any building and sales period.

1.02 No residence, building, shed, fence, flagpole, mailbox, light pole or fixture, swimming pool, tennis court, pavement, driveway, awning, wall or structure of any kind shall be erected, placed or altered on any Building Lot without first obtaining the written consent of the Architectural Control Committee subsequently described herein. All requests for written approvals from the Architectural Control Committee shall be accompanied by detailed plans and specifications for the proposed improvements showing, where applicable, the size, location, type, architectural design, spacing, quality, use,

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construction materials, color scheme, grading plan and finish grade elevation for said improvements.

1.03 Each two (2) story single-family dwelling constructed on any Building Lot shall have a minimum of 1,400 square feet of living area and each single story single-family dwelling shall have a minimum living area of 1,200 square feet, exclusive of basements, open porches, garages and other unheated areas. Each dwelling shall have an attached garage with space for not less than two (2) automobiles.

1.04 All structures or improvements commenced by an owner of any Building Lot within the Subdivision must be completed within nine (9) months from the date of commencement.

1.05 Two coach lights with photo electric cells (or other darkness sensing technology) that automatically illuminate at darkness are to be installed on the garage at the time of construction of a dwelling thereon. The Building Lot owner shall maintain the lights in operating condition at all times.

1.06 No detached storage buildings shall be permitted on any building lot.

1.07 No towers of any description or satellite dish will be permitted on any Building Lot without the review and approval of the Architectural Control Committee. Said Committee may deny any such request in its sole and absolute discretion or may attach such conditions as it deems necessary or appropriate.

1.08 No residence shall have a sump pump which discharges directly into the street through a curb.

1.09 No building shall be located nearer to any street than the building setback line shown on the recorded plat of the Subdivision. The setback areas designated on the recorded plat shall be for lawn purposes only. This covenant shall not be construed to prevent the use of the setback areas for walks, drives, trees, shrubbery, flowers, or ornamental plants used for the purpose of beautification.

1.10 No structures or materials shall be placed or permitted within the utility or drainage easement areas as designated on the recorded plat of the Subdivision. Plantings within said utility or drainage easement areas are at the Building Lot owner's sole risk of loss if such plantings, as determined solely by the applicable utility company or the Architectural Control Committee, would damage or interfere with the installation or maintenance of utilities or would change or retard the flow of surface water from its proper course. Each Building Lot owner shall maintain such portion of any utility or drainage easement area as is located upon such Building Lot owner's lot.

1.11 No business activities of any kind shall be conducted on any Building Lot or open space in the Subdivision without the approval of the Homeowners' Association; provided, however, that the foregoing shall not apply to the business activities of Developer or the construction, sale or maintenance of Building Lots and residences by authorized builders or by Developer, its agents or assigns, during the construction and sales period.

1.12 No clothesline shall be located on any Building Lot except one removable, folding, umbrella-like clothesline. Folding umbrella-like clothesline shall be permitted in the rear patio area only. No laundry articles shall be left outdoors overnight or any time on Saturdays or Sundays.

1.13 No buses, campers, motor homes, trailers, boats, or other similar recreational vehicles shall be stored on any Building Lot unless housed within a garage building. All automobiles, trucks, motorcycles, vans, jet skis, snowmobiles or other such vehicles shall be housed within a garage building. No inoperable vehicles shall be stored on any Building Lot.

1.14 No exterior portion of any Building Lot shall be used as a dumping ground or storage area for rubbish, machinery, scrap, paper, glass or other such materials. Garbage or other waste shall be kept in trash containers. All containers used for the storage or disposal of trash or recyclable materials shall be kept in a clean and sanitary condition and screened from public view. Building materials to be used in the construction of approved structures may be stored on a Building Lot, provided such building materials are incorporated into the approved improvement within ninety (90) days after their delivery to such Building Lot.

1.15 No sod, dirt or gravel, other than incidental to the construction of an approved structure or the normal maintenance of lawn areas, shall be removed from any Building Lot without the written approval of the Architectural Control Committee.

1.16 No weeds, underbrush or unsightly growths or objects of any kind shall be permitted to remain on any Building Lot within the Subdivision. All lawn areas shall be maintained in a neat and orderly manner and shall be mowed on a regular basis. The Homeowners' Association may regulate and control the maintenance of lawn areas by publishing rules and regulations as it deems necessary from time to time.

1.17 No geothermal or solar heating system shall be installed on any Building Lot or on any dwelling thereon without the prior approval of all applicable agencies and the Architectural Control Committee.

1.18 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Building Lot, except that dogs, cats or other usual household pets may be kept

on a Building Lot, so long as such pets are not kept, bred or maintained for any commercial purpose. No animal shall be permitted to run loose or become a nuisance to any owner of any Building Lot in the Subdivision. The Homeowners' Association may regulate and control the maintenance of such household pets by publishing such rules and regulations as it deems necessary from time to time.

1.19 No sign or billboard shall be erected or displayed on any Building Lot except (a) one (1) sign of no more than five (5) square feet advertising the property for sale; (b) signs used by Developer, its successors and/or assigns, to advertise lots or residences for sale during the construction and sales period; and (c) signs approved by the Architectural Control Committee.

1.20 All tanks for the storage of propane gas, fuel or oil shall be located beneath ground level, except that propane tanks for service to the entire Subdivision or, on a temporary basis, for construction of an approved structure may be located above ground.

1.21 No well for the production of gas, water or oil, whether intended for temporary or permanent purposes, shall be drilled or maintained on any Building Lot without the written consent of the Architectural Control Committee.

1.22 No chain link fence will be permitted on any Building Lot in the Subdivision.

1.23 No above ground swimming pools in place for more than forty-eight (48) consecutive hours will be permitted on any Building Lot in the Subdivision.

1.24 No private water supply systems or private sewage disposal systems shall be permitted on any Building Lot in the Subdivision.

1.25 Nothing shall be done, placed or stored on any Building Lot which may endanger the health or unreasonably disturb the occupants of the dwellings on neighboring Building Lots.

1.26 The owner of each Building Lot within the Subdivision, upon acquisition of title to such lot, shall automatically become a member of the Homeowners' Association created in accordance with Article 3.01 hereof. Such membership shall be an appurtenance to and shall not be separated from ownership of the Building Lot and such membership shall terminate upon the sale or other disposition by such member of such lot ownership.

1.27 Invalidation of any of these covenants and restrictions by judgment or court order shall in no way affect any other provision hereof, all of which shall remain in full force and effect.

It shall be lawful for the Developer, the City of Indianapolis, the Homeowners' Association or any person or persons owning any real property within the Subdivision to prosecute any proceedings at law or in equity against a person or persons violating or attempting to violate any covenant or restriction contained herein. The proceeding may seek to prevent such person or persons from violating or continuing to violate the restrictions or to recover damages for such violation together with the costs incurred in enforcement of the restrictions.

**Article 2. Additional Drainage Easement Restrictions**

Drainage easements shown on the recorded plat of the Subdivision may include storm water detention or retention areas designed to direct, detain or retain water. The following covenants and restrictions are for the benefit of all Building Lot owners in the Subdivision and are to run with the land and shall be binding on all parties, on all owners, and all persons claiming under them forever, as follows:

2.01 No owner of any Building Lot in the Subdivision shall do or permit to be done any action or activity which would result in (a) the pollution of any retained water, (b) the diversion of water, (c) a change in the elevation of the water level, (d) silting or (e) an adverse effect on water quality, drainage or proper water management, or which would otherwise impair or interfere with the use of such areas for drainage and related purposes for the benefit of all Building Lot owners.

2.02 No boating, fishing, swimming, ice skating or other recreational activity shall be conducted in, on or above said drainage easement areas.

2.03 The Homeowners' Association shall have the right to establish rules regarding the use of any drainage easement areas, provided such rules are not in conflict with any other provision contained herein, and are reasonably established to protect the safety and welfare of the residents of the Subdivision and their guests, or are established to assure the continued service of the areas for the purposes for which they were designed.

2.04 The Developer, the City of Indianapolis, the Homeowners' Association or any person or persons owning any Building Lot within the Subdivision may prosecute proceedings at law or in equity against any person or persons violating or attempting to violate any of the above covenants and restrictions or seek restraining orders or other mandatory relief for the correction of any interference with or damage to the drainage and detention or retention system, and to recover compensation for any damages incurred

by the complaining party together with the costs incurred in enforcement of the restrictions.

### **Article 3. Homeowners' Association**

3.01 After the recording of this Declaration, Developer shall form and incorporate a Homeowners' Association (the "Association") to promote the common interest of all Building Lot owners, to handle maintenance of certain areas within the Subdivision as set forth below and to promote compliance with the covenants, conditions and use restrictions set forth in this Declaration. The Association shall be comprised of the owners of all the Building Lots in the Subdivision. Developer reserves the right to expand the membership and duties of the Association to include other sections of Drake Landing to be developed in the future. Attached hereto as Exhibit B is a description of real property which may be developed by Developer (the "Expansion Property"), the lot owners of which may, at the option of Developer, be required to become members of the Association. If the Developer elects to develop all or a portion of the Expansion Property and elects to include the owners of lots in such portion of the Expansion Property as members in the Association and to expand the Association's responsibilities to include similar duties for such portion of the Expansion Property, Developer may do so by filing an amendment to this Declaration to include such portion of the Expansion Property within ten (10) years from the date hereof, explicitly setting forth that the lot owners within such portion of the Expansion Property shall become members of the Association and detailing the additional rights and obligations of the Association.

3.02 The management and control of the affairs of the Association shall be vested in its board of directors. The board of directors shall be composed of three (3) members. The three (3) initial members of the board of directors shall be selected by Developer. The three (3) initial members of the board of directors shall serve until (a) that date which is ninety (90) days after 100% of all Building Lots within the Subdivision and 100% of all lots within the Expansion Property which have been developed and made a part of Drake Landing as set forth above in Article 3.01 have been sold, or (b) Developer elects to turn over control of the Association to the Building Lot owners, whichever shall first occur. Upon the incapacity, resignation or death of any initial director, a successor, who shall serve the remaining term of the departed director, shall be appointed by the remaining members of the board of directors within three (3) months after the incapacity, resignation or death of the departed director. Subsequent board members shall be elected by a majority of the Building Lot owners as more fully set forth in the Articles of Incorporation and By-Laws for the Association.

3.03 The plan for the overall development of The Villages at Drake Landing anticipates the construction of (i) three lakes along and to the north of Canvasback Drive and another lake along West 21st Street and (ii) two common areas along West 21st Street and another common area to the west of Canvasback Drive containing signage,

lighting, stone walls, sprinkler systems, landscaping and appurtenant amenities. None of these areas are part of Drake Landing Section 1 as shown on the recorded plat of the Subdivision. These lakes, common areas and appurtenant amenities are to be constructed for the benefit of the residents of Drake Landing as well as the residents of Drake Hill, an adjoining subdivision. The maintenance of these lakes and common areas will be undertaken by the Drake Hill homeowners association with participation in such maintenance cost shared by the Association. In order to provide maintenance of these lake and common areas, the Drake Hill homeowners association shall have the right to assess the Association up to one-half (1/2) of the total cost of such maintenance (hereinafter referred to as "Lake and Amenity Assessment"), subject, however, to the condition that such Lake and Amenity Assessment may not exceed an amount equal to \$100.00 per year per Building Lot in the Subdivision, which amount may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 1994. The Drake Hill homeowners association shall provide copies of any maintenance agreements, proposals and/or invoices for services rendered in connection with such maintenance upon written request of the Association.

3.04 The Association, or its agents or assigns, shall have the right to enter onto any open space, public right-of-way or landscape easement area as shown on the recorded plat of the Subdivision, if any, or other easement area as it from time to time deems necessary for the purpose of maintaining the same. Such maintenance may include, but shall not be limited to:

- (a) regular mowing, trimming and fertilizing of grassy areas;
- (b) periodic mulching of flower beds within the Subdivision;
- (c) regular weeding of flower beds;
- (d) flower planting within the Subdivision;
- (e) maintenance of street lighting, if any, and associated electric service billings;
- (f) repair of any permanent signs;
- (g) repair of any stone wall, wing wall or fencing;
- (h) treatment of water in any detention or retention areas to limit algae and grassy growth; and

- (i) trimming, pruning, removal and replacement of trees and bushes, as necessary.

3.05 For the purpose of providing funds to carry out the responsibilities of the Association hereunder, the Association shall be empowered to levy, assess and collect from the owner of each and every Building Lot in the Subdivision, excepting those Building Lots owned by the Developer, an amount up to Two Hundred Dollars (\$200.00) per year, irrespective of whether the Subdivision has been completed. Provided, however, that such limit of Two Hundred Dollars (\$200.00) per Building Lot per year may be increased in proportion to any increase in the Consumer Price Index of the U.S. Bureau of Labor Statistics from the base period of December, 1994. Any fees assessed by the Association in excess of Two Hundred Dollars (\$200.00) per Building Lot per year, or its adjusted equivalent, must be approved by a majority of the Building Lot owners in the Subdivision. Said \$200 assessment fee or its adjusted equivalent, is inclusive of the \$100 Lake and Amenity Assessment referenced in Section 3.03 herein.

3.06 Any amount assessed or levied hereunder by the Association against a Building Lot owner shall become a lien on each Building Lot until paid and shall bear interest at the rate of ten percent (10%) per annum until paid, beginning thirty (30) days after the date of assessment. In the event any amount so assessed or levied is not paid when due and remains in arrears for more than sixty (60) days, the Association may file with the Marion County Recorder a Notice of Lien. The Notice of Lien shall contain a description of the Building Lot against which the lien exists, the name or names of the record owner or owners thereof, and the amount of the unpaid portion of the assessment or assessments. The lien provided for herein shall remain valid for a period of five (5) years from the date a Notice of Lien is duly filed, unless sooner released or satisfied in the same manner provided for by law in the State of Indiana for the release and satisfaction of mortgages on real property or until discharged by the final judgment or order of the Court in an action brought to discharge the lien. The lien shall secure not only the amount of the unpaid assessments, but also the costs incurred in collection, including, but not limited to interest, attorney's fees and court costs. The lien of the assessment provided for herein shall be subject and subordinate to the lien of any duly executed mortgage on any Building Lot recorded prior to the recording of the Notice of Lien. The holder of any such mortgage which comes into possession of a Building Lot pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed or assignment in lieu of foreclosure shall take the property free of claims for unpaid installments of assessments or charges against the Building Lot which become due and payable prior to the time such holder or purchaser takes title to the Building Lot.

3.07 Any and all of the rights, powers, duties and obligations assumed by, reserved to, created in or given to the Association may be exercised by Developer until such time as the Association is formed and control thereof transferred to the Building



Lot owners. At such time as control of the Association is transferred to the Building Lot owners, Developer may reserve the exclusive right to approve the plot plan, construction plans, color scheme and landscape plan associated with any structure on any Building Lot on which a dwelling unit has not yet been completed and occupied, so long as Developer clearly identifies the Building Lots for which it is retaining such right at the time of the turnover. Developer shall maintain said right of approval for each Building Lot until such time as a dwelling unit has been completed on that Building Lot and occupied by the homebuyer.

#### **Article 4. Architectural Control Committee**

An Architectural Control Committee (the "Committee") is hereby established as a standing committee of the Association to carry out the functions set forth for it in this Declaration. The Architectural Control Committee's procedures and duties shall be as follows:

4.01 The Committee shall be composed of three (3) members. The Developer shall appoint each of the three (3) initial members of the Committee.

4.02 The three (3) initial members of the Committee shall serve until such time as the Developer turns over control of the Homeowners' Association to the Building Lot owners, as set forth in Article 3.02 hereof. Any subsequent members shall be appointed by the Association and shall serve for terms of three (3) years, except that the first appointed members of the Committee shall serve for staggered terms of one (1), two (2) and three (3) years as directed by the board of directors of the Association. All members of said Committee shall serve until the expiration of their terms or until their incapacity, resignation or death. Upon the incapacity, resignation or death of a member of the Committee, a successor, who shall serve the remaining term of the departed Committee member, shall be appointed by the board of directors of the Association within three (3) months after the incapacity, death or resignation of the departed member.

4.03 The use restrictions require the submission of detailed plans and specifications to the Committee prior to the erection of, placement on, or alteration of any structure or improvement on any Building Lot. The intent is to achieve an architecturally harmonious, artistic and desirable residential subdivision. Therefore, while considering the approval or disapproval of any plans and specifications submitted, the Committee is directed to consider the appropriateness of the improvement contemplated in relation to the improvements on contiguous or adjacent lots, the artistic and architectural merits of the proposed improvement, the adaptability of the proposed improvement to the Building Lot on which it is proposed to be made, and such other matters as may be deemed by the Committee members to be in the interest and benefit of the owners of the Building Lots in the Subdivision as a whole.

4.04 To assist it in making its determinations, the Committee may require that any plans and specifications submitted to the Committee be prepared by a registered architect or civil engineer. The Committee shall also have the right to require any other reasonable data including, but not limited to, grading or elevation plans, material lists, landscape plans and color scheme designations.

4.05 The Committee's decisions shall be in writing and shall be binding upon all parties in interest. The Committee shall approve, disapprove or request additional information with respect to any request for approval within thirty (30) days after the request shall have been submitted to the Committee for approval. The failure of the Committee to approve, disapprove or request additional information within said time period shall be deemed an approval of any request.

4.06 If, in the opinion of the Committee, the enforcement of these restrictions would constitute a hardship due to the shape, dimension or topography of a particular Building Lot in the Subdivision, the Committee may permit a variation which will, in its judgment, be in keeping with the maintenance of the standards of the Subdivision.

**Article 5. Other Conditions**

5.01 All transfers and conveyances of each and every Building Lot in the Subdivision shall be made subject to these covenants and restrictions.

5.02 Any failure to enforce these restrictions shall not be deemed a waiver thereof or an acquiescence in, or consent to, any continuing, further or succeeding violation hereof.

5.03 If any covenant, condition or restriction hereinabove contained, or any portion thereof, is invalid, such invalidity shall in no way affect any other covenant, condition or restriction.

5.04 All costs of litigation and attorney's fees resulting from violation of this Declaration shall be the financial responsibility of the Building Lot owner or owners found to be in violation.

5.05 So long as Developer maintains control of the Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. Veterans Administration, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or similar entity) or to the extent necessary to enable the Developer to meet any other reasonable need or requirement in order to complete the Subdivision, all without the

approval of the Building Lot owners, and each Building Lot owner, by the acceptance of a deed to a Building Lot within the Subdivision, consents to this reserved right.

5.06 Only the Building Lots contained in the Subdivision shall be subject to and bound by the restrictions, covenants and conditions set out in this Declaration and none of said provisions shall in any manner affect or be operative in respect to any other land of the owner or its successors or assigns.

IN WITNESS WHEREOF, said West 21st Street LLC has caused this instrument to be executed by its duly authorized representative this 12<sup>th</sup> day of July, 1995.

Signed and acknowledged  
in the presence of:

WEST 21ST STREET LLC, an Indiana  
limited liability company  
BY: REPUBLIC DEVELOPMENT  
CORPORATION, an Ohio corporation,  
managing member


*L. M. Mon*  
*Cheryl L. Miller*

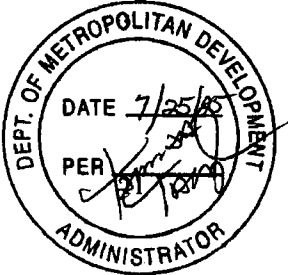
By: *Richard L. Arnos*  
Richard L. Arnos  
Vice President

STATE OF OHIO )  
  ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of July, 1995, by Richard L. Arnos, Vice President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of WEST 21ST STREET LLC, an Indiana limited liability company, on behalf of the limited liability company.

WAYNE TOWNSHIP  
ASSESSOR  
PLAT APPROVED  
Date: July 29, 1995  
By: Charles R. Spears  
CHARLES R. SPEARS  
ASSESSOR

*Cheryl L. Miller*  
Notary Public  
 CHERYL L. MILLER  
Notary Public, State of Ohio  
Commission Expires 3-13-99



PREPARED BY RICHARD L. ARNOS,  
VICE PRESIDENT  
REPUBLIC DEVELOPMENT CORP

**Land Description**  
**The Villages at Drake Landing**  
**Drake Landing Section 1**

Part of the Southeast Quarter and the Southwest Quarter of Section 28, Township 16 North, Range 2 East, in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest Corner of the said Southeast Quarter Section (railroad spike per County Surveyor's reference); thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) along the south line thereof a distance of 302.88 feet to a P.K. nail at the southeast corner of a tract of land as described in instrument number 89-88021 in the office of the recorder of Marion County, Indiana; thence North 00 degrees 00 minutes 10 seconds East along the east line of said tract a distance of 282.00 feet to the BEGINNING POINT; thence continue North 00 degrees 00 minutes 10 seconds East along the east line of said tract a distance of 89.68 feet to a 5/8 inch rebar with yellow cap stamped "Schneider Engr. Corp." at the northeast corner of said tract; thence South 89 degrees 40 minutes 50 seconds West along the north line of said tract and the north line of the Mathews-Thurman addition as recorded in instrument number 89-15834 in said recorder's office a distance of 549.66 feet to the Northwest corner of said Mathews-Thurman Addition and a point on the east line of a tract of land described in instrument number 72-73359 in said recorder's office (rebar 0.1'S. & 0.4'E.); thence North 00 degrees 00 minutes 51 seconds East, parallel with the East line of the aforesaid Southwest Quarter Section and along the East line of the last mentioned tract of land, a distance of 212.76 feet to a 5/8 inch rebar stamped "Schneider Engr. Corp." at the Northeast corner thereof; thence South 89 degrees 58 minutes 18 seconds West, parallel with the South Line of the said Southwest Quarter Section and along the North Line of the last mentioned tract of land and along the north line of three additional tracts of land described and recorded as instruments #90-12636, #73-25705 and #86-18245 in said recorder's office (noted from east to west respectfully), a distance of 734.56 feet to a 5/8 inch rebar stamped "Schneider Engr. Corp." at the Southwestmost corner of a tract of land described in Volume 1488, Page 415 in said recorder's office; thence North 00 degrees 00 minutes 51 seconds East, parallel with the East Line of the said Southwest Quarter Section and along the West line of the last mentioned tract of land, a distance of 256.61 feet; thence North 66 degrees 03 minutes 59 seconds East a distance of 133.05 feet; thence South 86 degrees 00 minutes 00 seconds East a distance of 197.77 feet; thence North 12 degrees 54 minutes 03 seconds East a distance of 65.08 feet; thence North 07 degrees 54 minutes 22 seconds East a distance of 71.70 feet; thence North 10 degrees 00 minutes 00 seconds East a distance of 60.00 feet; thence North 07 degrees 18 minutes 36 seconds East a distance of 48.55 feet; thence North 47 degrees 22 minutes 44 seconds West a distance of 39.22 feet; thence North 55 degrees 05 minutes 52 seconds East a distance of 131.38 feet to a curve having a radius of 175.00 feet, the radius point of which bears South 50 degrees 06 minutes

42 seconds West; thence Northwesterly along the arc of said curve a distance of 48.56 feet to a point which bears North 34 degrees 12 minutes 44 seconds East from said radius point; thence North 34 degrees 12 minutes 44 seconds East a distance of 188.01 feet; thence South 74 degrees 00 minutes 08 seconds East a distance of 167.36 feet; thence South 15 degrees 59 minutes 52 seconds East a distance of 70.94 feet; thence South 09 degrees 12 minutes 57 seconds West a distance of 101.87 feet; thence South 10 degrees 56 minutes 02 seconds East a distance of 109.05 feet; thence South 00 degrees 30 minutes 13 seconds West a distance of 174.79 feet; thence South 11 degrees 18 minutes 46 seconds East a distance of 65.77 feet; thence South 09 degrees 14 minutes 52 seconds West a distance of 98.42 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 09 degrees 14 minutes 52 seconds East; thence Easterly along the arc of said curve a distance of 48.28 feet to the point of reverse curvature of a curve having a radius of 175.00 feet, the radius point of which bears South 06 degrees 33 minutes 29 seconds East; thence Southeasterly along the arc of said curve a distance of 58.47 feet to a point which bears North 12 degrees 35 minutes 05 seconds East from said radius point (said point also being on a curve having a radius of 625.00 feet, the radius point of which bears North 76 degrees 49 minutes 12 seconds West); thence Northerly along the arc of said curve a distance of 36.85 feet to a point which bears South 80 degrees 11 minutes 55 seconds East from said radius point; thence South 80 degrees 11 minutes 55 seconds East a distance of 50.00 feet; thence North 80 degrees 56 minutes 31 seconds East a distance of 119.78 feet; thence South 22 degrees 06 minutes 18 seconds East a distance of 45.51 feet; thence South 27 degrees 30 minutes 27 seconds East a distance of 59.45 feet; thence South 51 degrees 08 minutes 28 seconds East a distance of 50.31 feet; thence South 86 degrees 19 minutes 16 seconds East a distance of 154.91 feet; thence South 23 degrees 43 minutes 13 seconds East a distance of 124.14 feet; thence South 89 degrees 00 minutes 00 seconds East a distance of 77.90 feet to a curve having a radius of 175.00 feet, the radius point of which bears South 01 degrees 00 minutes 00 seconds West; thence Easterly along the arc of said curve a distance of 49.40 feet to a point which bears North 17 degrees 10 minutes 25 seconds East from said radius point; thence South 17 degrees 10 minutes 25 seconds West a distance of 50.00 feet; thence South 11 degrees 10 minutes 52 seconds West a distance of 79.42 feet; thence North 80 degrees 14 minutes 05 seconds East a distance of 91.08 feet to a curve having a radius of 125.00 feet, the radius point of which bears South 62 degrees 53 minutes 18 seconds West; thence Southerly along the arc of said curve a distance of 59.15 feet to a point which bears North 90 degrees 00 minutes 00 seconds East from said radius point; thence South 00 degrees 00 minutes 00 seconds East a distance of 19.74 feet; thence South 04 degrees 23 minutes 55 seconds West a distance of 65.19 feet; thence North 90 degrees 00 minutes 00 seconds West, parallel with the south line of the said Quarter Section, a distance of 130.01 feet to the BEGINNING POINT, containing 12.524 acres, more or less.

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**EXHIBIT B  
EXPANSION PROPERTY  
LAND DESCRIPTION**

Part of the Southwest Quarter and Southeast Quarter of Section 28, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows;

Commencing at a P.K. Nail at the Northwest corner of the said Southwest Quarter Section; thence North 89 degrees 53 minutes 29 seconds East (Assumed Bearing) along the North line of said quarter section a distance of 1018.39 feet, said point being on the centerline of Tansel Road and being distant south 1.56 feet from a Stone; thence South 00 degrees 01 minutes 11 seconds East along the centerline of Tansel Road a distance of 704.00 feet (P.K.Nail 0.4 feet south and 0.2 feet west) to the Beginning Point; thence North 89 degrees 53 minutes 29 seconds East, parallel with the North line of said southwest quarter section, a distance of 662.06 feet (1/2 rebar 0.5 feet south) said point being distant 1681.00 feet East of the West line of said Southwest Quarter Section; thence North 00 degrees 01 minutes 31 seconds East, parallel with the West line of the said Southwest Quarter Section, a distance of 704.00 feet (1/2 inch rebar 0.5 feet south and 0.2 feet west); thence North 89 degrees 53 minutes 29 seconds East along the North line of said Southwest Quarter Section a distance of 981.96 feet to a Stone at the Northeast corner of said Southwest Quarter; thence North 89 degrees 55 minutes 37 seconds East along the North line of the aforesaid Southeast Quarter Section a distance of 1010.24 feet to a 5/8 inch rebar with cap stamped "Schneider Eng. Firm # 0001"; thence South 00 degrees 01 minutes 13 seconds West a distance of 1663.76 feet to the centerline of the right of way line of the CSX Transportation, Inc. railroad; thence South 74 degrees 00 minutes 08 seconds East along the centerline of the right of way of said railroad a distance of 0.05 feet; thence South 00 degrees 00 minutes 51 seconds West, parallel with the East Line of the said Southwest Quarter Section, a distance of 31.21 feet; thence North 74 degrees 00 minutes 08 seconds West a distance of 323.19 feet; thence South 02 degrees 11 minutes 06 seconds West a distance of 119.92 feet to a curve having a radius of 175.00 feet, the radius point of which bears South 02 degrees 11 minutes 06 seconds West; thence Westerly along the arc of said curve a distance of 41.80 feet to a point which bears North 11 degrees 30 minutes 00 seconds West from said radius point; thence South 78 degrees 30 minutes 00 seconds West a distance of 125.00 feet; thence South 76 degrees 28 minutes 23 seconds West a distance of 50.33 feet; thence South 83 degrees 00 minutes 00 seconds West a distance of 140.00 feet; thence South 07 degrees 00 minutes 00 seconds East a distance of 65.00 feet; thence South 35 degrees 20 minutes 40 seconds West a

distance of 102.64 feet; thence South 65 degrees 09 minutes 35 seconds West a distance of 67.49 feet; thence South 85 degrees 33 minutes 09 seconds West a distance of 63.41 feet; thence North 77 degrees 10 minutes 24 seconds West a distance of 79.90 feet; thence North 41 degrees 08 minutes 23 seconds West a distance of 72.32 feet; thence North 33 degrees 23 minutes 46 seconds West a distance of 56.34 feet; thence North 09 degrees 00 minutes 28 seconds West a distance of 85.36 feet; thence North 76 degrees 38 minutes 54 seconds West a distance of 21.25 feet; thence South 38 degrees 56 minutes 18 seconds West a distance of 17.98 feet; thence South 17 degrees 06 minutes 37 seconds West a distance of 62.61 feet; thence South 02 degrees 50 minutes 35 seconds East a distance of 56.21 feet; thence South 80 degrees 56 minutes 31 seconds West a distance of 119.78 feet; thence North 80 degrees 11 minutes 55 seconds West a distance of 50.00 feet to a curve having a radius of 625.00 feet, the radius point of which bears North 80 degrees 11 minutes 55 seconds West; thence Southerly along the arc of said curve a distance of 36.85 feet to a point which bears South 76 degrees 49 minutes 12 seconds East from said radius point (said point also being on a curve having a radius of 175.00 feet, the radius point of which bears South 12 degrees 35 minutes 05 seconds West); thence Westerly along the arc of said curve a distance of 58.33 feet to the point of reverse curvature of a curve having a radius of 175.00 feet, the radius point of which bears North 06 degrees 33 minutes 29 seconds East; thence Westerly along the arc of said curve a distance of 48.28 feet to a point which bears South 09 degrees 14 minutes 52 seconds West from said radius point; thence North 09 degrees 14 minutes 52 seconds East a distance of 98.42 feet; thence North 11 degrees 18 minutes 46 seconds West a distance of 65.77 feet; thence North 00 degrees 30 minutes 13 seconds East a distance of 174.79 feet; thence North 10 degrees 56 minutes 02 seconds West a distance of 109.05 feet; thence North 09 degrees 12 minutes 57 seconds East a distance of 101.87 feet; thence North 15 degrees 59 minutes 52 seconds East a distance of 70.94 feet; thence North 74 degrees 00 minutes 08 seconds West a distance of 167.36 feet; thence South 34 degrees 12 minutes 44 seconds West a distance of 188.01 feet to a curve having a radius of 175.00 feet, the radius point of which bears South 34 degrees 12 minutes 44 seconds West; thence Southeasterly along the arc of said curve a distance of 48.56 feet to a point which bears North 50 degrees 06 minutes 42 East from said radius point; thence South 55 degrees 05 minutes 52 seconds West a distance of 131.38 feet; thence South 47 degrees 22 minutes 44 seconds East a distance of 39.22 feet; thence South 07 degrees 18 minutes 36 seconds West a distance of 48.55 feet; thence South 10 degrees 00 minutes 00 seconds West a distance of 60.00 feet; thence South 07 degrees 54 minutes 22 seconds West a distance of 71.70 feet; thence South 12 degrees 54 minutes 03 seconds West a distance of 65.08 feet; thence North 86 degrees 00 minutes 00 seconds West a distance of 197.77 feet; thence South 66 degrees 03 minutes 59 seconds West a distance of 133.05 feet to the West Line of a tract of land described in Volume 1488, Page 415 in said Recorder's office; thence North 00 degrees 00 minutes 51 seconds East, parallel with the East of said Southwest Quarter Section and along the west line and along the northerly extension of the West

line of the last mentioned tract of land, a distance of 748.55 feet to the centerline of the right-of-way of the CSX Transportation, Inc. railroad; thence North 74 degrees 00 minutes 08 seconds West along the said centerline a distance of 689.29 feet to the aforesaid centerline of Tansel Road; thence North 00 degrees 01 minutes 11 seconds West along said centerline a distance of 194.46 feet to the Beginning Point; containing 83.745 acres more or less.

11/14/1994  
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JOHN R. VON ARX  
MARION COUNTY AUDITOR

092184 JUL 14 5

RECORD OF THIS DECLARATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

6

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE VILLAGES AT DRAKE LANDING, DRAKE LANDING SECTION ONE  
TO PROVIDE FOR THE ADDITION OF  
THE VILLAGES AT DRAKE LANDING, DRAKE LANDING SECTION TWO AND  
THE VILLAGES AT DRAKE LANDING, DRAKE LANDING SECTION THREE**

The undersigned, WEST 21ST STREET LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Indianapolis, Marion County, Indiana, known as The Villages at Drake Landing, Drake Landing Section One as delineated on a plat thereof recorded as Instrument No. 95-0089087 Marion County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for The Villages at Drake Landing, Drake Landing Section One, dated July 12, 1995 (the "Declaration"), which Declaration was recorded as Instrument No. 95-0089086, Marion County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in Exhibit "B" of the Declaration;

WHEREAS, Developer is developing The Villages at Drake Landing, Drake Landing Section Two and The Villages at Drake Landing, Drake Landing Section Three both subdivisions in Indianapolis, Marion County, Indiana consisting of lots 67 through 96 and 97 through 117, respectively, comprising the "Subdivisions", which Subdivisions are contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

07/14/97 10:27AM JOHN N. ROBERT MARION CTY RECORDER CJP 20.00 PAGES: 6

Inst # 1997-0096389

WHEREAS, the real estate upon which the Subdivisions are being developed is described in Exhibit A attached hereto; and

WHEREAS, Developer desires to amend the Declaration to add the Subdivisions to the Development and to subject the Subdivisions to the terms, conditions and restrictions contained in the original Declaration.

NOW THEREFORE, the Developer hereby subjects the Subdivisions to, and imposes upon the Subdivisions, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivisions had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivisions shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, West 21st Street LLC has caused this instrument to be executed by its duly authorized representative this 30th day of June, 1997.

Signed and acknowledged  
in the presence of:

WEST 21ST STREET LLC, an Indiana  
limited liability company

BY: REPUBLIC DEVELOPMENT CORPORATION,  
managing member

*Cheryl L. Miller*  
*Richard L. Arnos*

By: *Richard L. Arnos*  
Richard L. Arnos  
Vice President

STATE OF OHIO        )  
                                  ) SS:  
COUNTY OF LUCAS    )

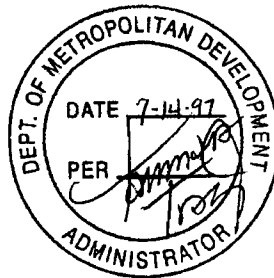
The foregoing instrument was acknowledged before me this 30th day of June, 1997, by RICHARD L. ARNOS, Vice President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of WEST 21ST STREET LLC, an Indiana limited liability company, on behalf of the company.

*Cheryl L. Miller*  
Notary Public



**CHERYL L. MILLER**  
Notary Public, State of Ohio  
Commission Expires 3-13-99

WAYNE TOWNSHIP  
ASSESSOR  
PLAT APPROVED  
Date: July 9, 1997  
*Charles R. Spears*  
CHARLES R. SPEARS  
ASSESSOR



Land Description  
DRAKE LANDING SECTION 2

Part of the Southwest Quarter of Section 28, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows:

Commencing at a P.K. nail at the Northwest corner of the said Southwest Quarter Section; thence North 89 degrees 53 minutes 29 seconds East along the North line of said Quarter Section a distance of 1018.39 feet to the centerline of Tansel Road and being distant south 1.56 feet from a stone; thence South 00 degrees 01 minutes 11 seconds East along the centerline of Tansel Road a distance of 704.00 feet to the BEGINNING POINT (P.K. nail 0.4 feet south and 0.2 feet west); thence North 89 degrees 53 minutes 29 seconds East, parallel with the said North Line, a distance of 248.80 feet to a point that lies 1.3 feet east of the Southeast Corner of a tract of land described in instrument number 90-98979 in the office of the recorder of Marion County, Indiana; thence North 00 degrees 01 minutes 11 seconds West, parallel with and 1.3 feet east of the East Line of said instrument number 90-98979 and the East Line of instrument number 95-99675 a distance of 150.00 feet to a point that lies 1.3 feet east of a 5/8 inch rebar with cap stamped "Schneider Eng. Firm #0001" (hereinafter referred to as a "rebar"); thence North 89 degrees 53 minutes 29 seconds East, parallel with the North Line of the said Southwest Quarter Section, a distance of 413.38 feet to a "rebar"; thence South 00 degrees 01 minutes 31 seconds West, parallel with the West Line of the said Southwest Quarter Section, a distance of 41.40 feet; thence South 06 degrees 42 minutes 28 seconds West a distance of 59.17 feet; thence South 84 degrees 01 minutes 47 seconds East a distance of 124.83 feet; thence South 65 degrees 54 minutes 35 seconds East a distance of 51.63 feet to a curve having a radius of 375.00 feet, the radius point of which bears North 79 degrees 20 minutes 04 seconds West; thence Southerly along the arc of said curve a distance of 68.22 feet to the point of reverse curvature of a curve having a radius of 200.00 feet, the radius point of which bears South 68 degrees 54 minutes 42 seconds East; thence Southerly along the arc of said curve a distance of 54.37 feet to a point which bears North 84 degrees 29 minutes 12 seconds West from said radius point; thence South 89 degrees 01 minutes 16 seconds East a distance of 98.54 feet; thence South 27 degrees 17 minutes 27 seconds East a distance of 103.68 feet; thence South 12 degrees 15 minutes 22 seconds East a distance of 179.11 feet; thence South 15 degrees 46 minutes 45 seconds West a distance of 86.43 feet; thence South 12 degrees 39 minutes 55 seconds East a distance of 16.71 feet; thence South 74 degrees 00 minutes 08 seconds East a distance of 238.46 feet; thence South 34 degrees 12 minutes 44 seconds West a distance of 31.58 feet to the Northernmost corner of The Villages at Drake Landing Drake Landing Section 1, a subdivision in Marion County, Indiana, the plat of which is recorded as instrument number 95-0089087 in the office of the recorder of Marion County, Indiana (the next ten (10) described courses being along the West Line of said Drake Landing Section 1); thence continue South 34 degrees 12 minutes 44 seconds West a distance of 188.01 feet to a curve having a radius of

175.00 feet, the radius point of which bears South 34 degrees 12 minutes 44 seconds West; thence Southeasterly along the arc of said curve a distance of 48.56 feet to a point which bears North 50 degrees 06 minutes 42 seconds East from said radius point; thence South 55 degrees 05 minutes 52 seconds West a distance of 131.38 feet; thence South 47 degrees 22 minutes 44 seconds East a distance of 39.22 feet; thence South 07 degrees 18 minutes 36 seconds West a distance of 48.55 feet; thence South 10 degrees 00 minutes 00 seconds West a distance of 60.00 feet; thence South 07 degrees 54 minutes 22 seconds West a distance of 71.70 feet; thence South 12 degrees 54 minutes 03 seconds West a distance of 65.08 feet; thence North 86 degrees 00 minutes 00 seconds West a distance of 197.77 feet; thence South 66 degrees 03 minutes 59 seconds West a distance of 133.05 feet to the Southwest Corner of said Drake Landing Section 1 and the West Line of a tract of land described in Volume 1488, Page 415 in the office of the Marion County recorder; thence North 00 degrees 00 minutes 51 seconds East, parallel with the East Line of the said Southwest Quarter Section and along the West Line and West Line extended Northerly of said tract of land, a distance of 748.55 feet to the centerline of the right-of-way of the former CSX Transportation, Inc. Railroad; thence North 74 degrees 00 minutes 08 seconds West along the centerline of the right-of-way of the former CSX Transportation, Inc. Railroad a distance of 689.29 feet to the aforesaid centerline of Tansel Road; thence North 00 degrees 01 minutes 11 seconds West along the said centerline a distance of 194.46 feet to the BEGINNING POINT, containing 14.395 acres, more or less.

**NOTE**

*This land description was prepared based exclusively upon record deed information and/or prior surveys of the subject premises or its parent. For purposes of the preparation of this description, no survey of the described real estate was performed and no monuments were set.*

Rev. 5/12/97  
Job No. 899.03  
Drake Landing Section 2  
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Land Description  
DRAKE LANDING SECTION 3

Part of the Southwest Quarter of Section 28, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows:

Commencing at a P.K. nail at the Northwest corner of the said Southwest Quarter Section; thence North 89 degrees 53 minutes 29 seconds East along the North line of said Quarter Section a distance of 1018.39 feet to the centerline of Tansel Road and being distant south 1.56 feet from a stone; thence South 00 degrees 01 minutes 11 seconds East along the centerline of Tansel Road a distance of 704.00 feet; thence North 89 degrees 53 minutes 29 seconds East, parallel with the said North Line, a distance of 248.80 feet to a point that lies 1.3 feet east of the Southeast Corner of a tract of land described in instrument number 90-98979 in the office of the recorder of Marion County, Indiana; thence North 00 degrees 01 minutes 11 seconds West, parallel with and 1.3 feet east of the East Line of said instrument number 90-98979 and the East Line of instrument number 95-99675, a distance of 150.00 feet to a point that lies 1.3 feet east of a 5/8 inch rebar with cap stamped "Schneider Eng. Firm #0001" (hereinafter referred to as a "rebar"); thence North 89 degrees 53 minutes 29 seconds East, parallel with the North Line of the said Southwest Quarter Section, a distance of 413.38 feet to a "rebar" and the BEGINNING POINT; thence South 00 degrees 01 minutes 31 seconds West, parallel with the West Line of the said Southwest Quarter Section, a distance of 41.40 feet; thence South 06 degrees 42 minutes 28 seconds West a distance of 59.17 feet; thence South 84 degrees 01 minutes 47 seconds East a distance of 125.76 feet; thence South 65 degrees 41 minutes 04 seconds East a distance of 51.44 feet to a curve having a radius of 275.00 feet, the radius point of which bears North 77 degree 58 minutes 17 seconds West; thence Southerly along the arc of said curve a distance of 28.44 feet to a point which bears South 72 degrees 02 minutes 45 seconds East from said radius point; thence South 17 degrees 57 minutes 15 seconds West a distance of 50.64 feet to a curve having a radius of 200.00 feet, the radius point of which bears South 72 degrees 02 minutes 45 seconds East; thence Southerly along the arc of said curve a distance of 43.43 feet to a point which bears North 84 degrees 29 minutes 12 seconds West from said radius point; thence South 89 degrees 01 minutes 16 seconds East a distance of 98.54 feet; thence South 27 degrees 17 minutes 27 seconds East a distance of 103.68 feet; thence South 12 degrees 15 minutes 22 seconds East a distance of 179.11 feet; thence South 15 degrees 46 minutes 45 seconds West a distance of 86.43 feet; thence South 12 degrees 39 minutes 55 seconds East a distance of 16.71 feet; thence South 74 degrees 00 minutes 08 seconds East a distance of 238.46 feet; thence South 34 degrees 12 minutes 44 seconds West a distance of 31.58 feet to the North Line of The Villages at Drake Landing Drake Landing Section 1, a subdivision in Marion County, Indiana, the plat of which is recorded as instrument number 95-0089087 in the office of the recorder of Marion County, Indiana; thence South 74 degrees 00 minutes 08 seconds East along the North Line of said Drake Landing Section 1 a distance

of 67.41 feet to the Southwest corner of The Villages at Drake Landing Drake Hill Section 2, a subdivision in Marion County, Indiana, the plat of which is recorded as instrument number 96-0118123 in the office of the recorder of Marion County, Indiana; thence North 12 degrees 30 minutes 00 seconds East along the West Line of said Drake Hill Section 2 a distance of 366.64 feet; thence North 09 degrees 21 minutes 13 seconds West a distance of 83.84 feet; thence North 16 degrees 31 minutes 18 seconds West a distance of 92.33 feet; thence North 43 degrees 32 minutes 05 seconds West a distance of 168.92 feet; thence North 63 degrees 57 minutes 16 seconds West a distance of 70.18 feet; thence North 66 degrees 30 minutes 24 seconds West a distance of 69.80 feet; thence North 60 degrees 00 minutes 04 seconds West a distance of 67.96 feet; thence North 47 degrees 45 minutes 01 seconds West a distance of 56.96 feet; thence North 78 degrees 34 minutes 10 seconds West a distance of 101.51 feet; thence North 86 degrees 43 minutes 02 seconds West a distance of 50.03 feet; thence North 85 degrees 10 minutes 30 seconds West a distance of 119.75 feet; thence South 00 degrees 01 minutes 31 seconds West, parallel with the West Line of the said Southwest Quarter Section, a distance of 84.39 feet to the BEGINNING POINT, containing 6.247 acres, more or less.

**NOTE**

*This land description was prepared based exclusively upon record deed information and/or prior surveys of the subject premises or its parent. For purposes of the preparation of this description, no survey of the described real estate was performed and no monuments were set.*

Rev. 5/12/97  
Job No. 899.dl3  
Drake Landing Section 3  
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JOHN R. VON ARX  
MARION COUNTY AUDITOR

(3)

154600 NOV 30 88

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**SECOND AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR THE VILLAGES AT DRAKE LANDING, DRAKE LANDING SECTION ONE  
TO PROVIDE FOR THE ADDITION OF  
THE VILLAGES AT DRAKE LANDING, DRAKE LANDING SECTION FOUR**

The undersigned, WEST 21ST STREET LLC, an Indiana limited liability company (hereinafter referred to as "Developer"), was the developer of a certain residential development in the City of Indianapolis, Marion County, Indiana, known as The Villages at Drake Landing, Drake Landing Section One as delineated on a plat thereof recorded as Instrument No. 95-0089087 Marion County, Indiana ("Development").

WHEREAS, Developer imposed certain restrictions, covenants and conditions upon the Development pursuant to the terms and conditions of a certain Declaration of Covenants, Conditions and Restrictions for The Villages at Drake Landing, Drake Landing Section One, dated July 12, 1995 (the "Declaration"), which Declaration was recorded as Instrument No. 95-0089086, Marion County, Indiana;

WHEREAS, Developer, pursuant to Article 3.01 of the Declaration, retained the right to add additional real estate to the Development from the Expansion Property as described in Exhibit "B" of the Declaration;

WHEREAS, Developer is developing The Villages at Drake Landing, Drake Landing Section Four subdivision in Indianapolis, Marion County, Indiana consisting of lots 118 through 135, comprising the "Subdivision", which Subdivision is contiguous to the Development and which is a part of the Expansion Property described in the Declaration;

WHEREAS, the real estate upon which the Subdivisions are being developed is described in Exhibit A attached hereto; and

11/30/98 08:59AM JOAN M. ROMERIL MARION CTY RECORDER JSH 14.00 PAGES: 3

Inst # 1998-0209948

WHEREAS, Developer desires to amend the Declaration to add the Subdivision to the Development and to subject the Subdivision to the terms, conditions and restrictions contained in the original Declaration.

NOW THEREFORE, the Developer hereby subjects the Subdivision to, and imposes upon the Subdivision, all of the restrictions, covenants and conditions and benefits contained in the Declaration as if the Subdivision had been included in the Declaration and described in Exhibit "A" of the Declaration. All owners of Lots within the Subdivision shall become members of the Association created pursuant to Article 3 of the Declaration.

IN WITNESS WHEREOF, West 21st Street LLC has caused this instrument to be executed by its duly authorized representative this 12<sup>th</sup> day of November, 1998.

Signed and acknowledged  
in the presence of:

WEST 21ST STREET LLC, an Indiana  
limited liability company

BY: REPUBLIC DEVELOPMENT CORPORATION,  
managing member

Cheryl L. Miller  
L. M. Non

By: Richard L. Arnos  
Richard L. Arnos  
Vice President

STATE OF OHIO     )  
                              ) SS:  
COUNTY OF LUCAS )

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 1998, by RICHARD L. ARNOS, Vice President of REPUBLIC DEVELOPMENT CORPORATION, an Ohio corporation, managing member of WEST 21ST STREET LLC, an Indiana limited liability company, on behalf of the company.

Cheryl L. Miller  
Notary Public



CHERYL L. MILLER  
Notary Public, State of Ohio  
Commission Expires 3-13-99

WAYNE TOWNSHIP  
ASSESSOR  
PLAT APPROVED

Date: Nov 20 1998  
By: Mark C. Wells - Notary  
CHARLES R. SPEARS  
ASSESSOR





Exhibit A

Land Description  
The Villages at Drake Landing  
Drake Landing Section 4

Part of the Southwest Quarter of Section 28, Township 16 North, Range 2 East, in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southwest Corner of the Southeast Quarter of said Section 28 (railroad spike per County Surveyor's reference); thence North 90 degrees 00 minutes 00 seconds East (Assumed Bearing) along the South line thereof a distance of 1010.11 feet to a P.K. nail at the Southeast corner of Drake Hill Section 1, a subdivision in Marion County, Indiana, the plot of which is recorded as instrument number 1995-0089085 in the office of the recorder of Marion County, Indiana (the next seven (7) described courses being along the east and north lines of said Drake Hill Section 1); thence North 00 degrees 00 minutes 51 seconds East a distance of 984.03 feet; thence North 74 degrees 00 minutes 08 seconds West a distance of 323.19 feet to the east line of Drake Hill Section 2, a subdivision in Marion County, Indiana, the plot of which is recorded as instrument number 9600118123 in the office of the recorder of Marion County, Indiana (the next thirteen (13) described courses being along the easterly, southerly and westerly lines of said Drake Hill Section 2); thence South 02 degrees 11 minutes 06 seconds West a distance of 119.92 feet to a curve having a radius of 175.00 feet, the radius point of which bears South 02 degrees 11 minutes 06 seconds West; thence Westerly along the arc of said curve a distance of 41.80 feet to a point which bears North 11 degrees 30 minutes 00 seconds West from said radius point; thence South 78 degrees 30 minutes 00 seconds West a distance of 125.00 feet; thence South 76 degrees 28 minutes 23 seconds West a distance of 50.33 feet; thence South 83 degrees 00 minutes 00 seconds West a distance of 90.49 feet to the east line of Drake Hill Section 3A, a subdivision in Marion County, Indiana, the plot of which is recorded as instrument number 9700138632 in the office of the recorder of Marion County, Indiana (the next five (5) described courses being along the east and north lines of said Drake Hill Section 3A); thence North 15 degrees 18 minutes 29 seconds West a distance of 135.00 feet to a curve having a radius of 170.00 feet, the radius point of which bears South 15 degrees 17 minutes 07 seconds East; thence Westerly along the arc of said curve a distance of 16.96 feet to a point which bears North 21 degrees 00 minutes 00 seconds West from said radius point; thence North 12 degrees 59 minutes 57 seconds West a distance of 50.38 feet; thence North 10 degrees 28 minutes 32 seconds West a distance of 155.21 feet; thence North 73 degrees 12 minutes 20 seconds West a distance of 359.18 feet to the BEGINNING POINT (said point also being the Northwest Corner of said Drake Hill Section 3A); thence continue North 73 degrees 12 minutes 20 seconds West a distance of 85.06 feet; thence North 74 degrees 51 minutes 39 seconds West a distance of 181.82 feet; thence South 15 degrees 59 minutes 52 seconds West a distance of 43.25 feet to the east line of Drake Landing Section 1, a subdivision in Marion County, Indiana, the plot of which is recorded as instrument number 9500089087 in the office of the recorder of Marion County, Indiana (the next eleven (11) described courses being along the easterly and northerly lines of said Drake Landing Section 1); thence South 15 degrees 59 minutes 52 seconds West a distance of 70.94 feet; thence South 09 degrees 12 minutes 57 seconds West a distance of 101.87 feet; thence South 10 degrees 56 minutes 02 seconds East a distance of 109.05 feet; thence South 00 degrees 30 minutes 13 seconds West a distance of 174.79 feet; thence South 11 degrees 18 minutes 46 seconds East a distance of 65.77 feet; thence South 09 degrees 14 minutes 52 seconds West a distance of 98.42 feet to a curve having a radius of 175.00 feet, the radius point of which bears North 09 degrees 14 minutes 52 seconds East; thence Easterly along said curve an arc distance of 48.28 feet to the point of reverse curvature of a curve having a radius of 175.00 feet, the radius point of which bears South 08 degrees 33 minutes 29 seconds East; thence Easterly along said curve an arc distance of 58.47 feet to a point which bears North 12 degrees 35 minutes 05 seconds East from said radius point (said point also being on a curve having a radius of 625.00 feet, the radius point of which bears North 76 degrees 49 minutes 12 seconds West); thence Northerly along said curve an arc distance of 36.85 feet to a point which bears South 80 degrees 11 minutes 55 seconds East from said radius point; thence South 80 degrees 11 minutes 55 seconds East a distance of 50.00 feet; thence North 80 degrees 56 minutes 31 seconds East a distance of 119.78 feet to the west line of said Drake Hill Section 1 (the next three (3) described courses being along the west line of said Drake Hill Section 1); thence North 02 degrees 50 minutes 35 seconds West a distance of 56.21 feet; thence North 17 degrees 06 minutes 37 seconds East a distance of 62.61 feet; thence North 38 degrees 56 minutes 18 seconds East a distance of 17.98 feet to the west line of said Drake Hill Section 3A; thence North 02 degrees 44 minutes 07 seconds West along the west line of said Drake Hill Section 3A a distance of 409.98 feet to the BEGINNING POINT, containing 4.027 acres, more or less.

This subdivision consists of 18 Lots, numbered 118 through 135, together with streets, easements and public ways as shown hereon.

MARTHA A. WOMACKS  
MARION COUNTY CLERK

(3)

559913 DEC 28 2004

RECEIVED FOR REGISTRATION  
MARION COUNTY CLERK'S OFFICE

**AMENDMENT TO THE DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR THE VILLAGES AT DRAKE LANDING, DRAKE LANDING SECTION 1  
A SINGLE FAMILY RESIDENTIAL DEVELOPMENT  
IN WAYNE TOWNSHIP, MARION COUNTY INDIANA**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE VILLAGES AT DRAKE LANDING, DRAKE LANDING SECTION 1 ("Amendment") is made as of this 7th day of December, 2004 by Drake Landing Homeowners Association, Inc., an Indiana nonprofit Corporation, witnesses as follows:

WHEREAS, the original Declaration of Covenants, Conditions and Restrictions for The Villages at Drake Landing, Drake Landing Section 1 a Single Family residential Development in Wayne Township, Marion County, Indiana was executed on July 12, 1995 by the Declarant, West 21<sup>st</sup> Street LLC, and recorded on July 26, 1995 as Instrument No. 1995-0089086 in the Office of the Recorder of Marion County, Indiana (the "Declaration"); and

WHEREAS, the Declaration permits the amendment of the Declaration by a majority of the then Owners as of December 31, 2004; and

WHEREAS, the Board of Directors has reviewed and affirmed the following Amendment to the Declaration of Covenants, Conditions and Restrictions for The Villages at Drake Landing, Drake Landing Section 1 was approved by a majority of the Owners;

NOW THEREFORE, pursuant to the foregoing, The Drake Landing Homeowners Association, Inc. hereby amends the Declaration as follows:

1. Article I, Section 1.06 is amended to read as follows:

1.06. No detached storage buildings shall be permitted on any building Lot, except for one (1) minibarn, approved pursuant to Section 1.02, that meets the following specifications:

The structure shall be placed as close as possible to the back property line, the furthest point back from the road front, except as provided in the Municipal code for the City of Indianapolis. The structure shall not be allowed within the Drainage, Utility and Sewer Easements.

The structure, one (1) per lot, shall be no larger than 12 feet x 16 feet x 12 feet (length, width and height), shall be constructed of wood materials on a gable or gable type base and painted or otherwise covered with material the same color, or as near as possible to, the primary color of the home. The structure shall be covered with a shingled roof, with, or as near as possible to, the same color roofing as the home. There will be no roll-up or sliding metal doors permitted. The walls may not be of metal construction. No metal shed, metal barns or lean-

WAYNE TOWNSHIP  
ASSESSOR  
PLAT APPROVED  
Date: 12/28/04  
By: CHARLES R. SPEARS  
ASSESSOR

to structures will be permitted.

Any optional electrical service to the structure must meet the requirements of all national, state and local codes or ordinances governing such. The Association, through any lot improvement approvals granted by the Architectural Control Committee or Board Member, does not convey any approvals permits nor inspection of said electrical services, nor does it convey any approvals or permits as may be required by state or local codes or ordinances governing such.

Public Utilities and Drainage Easements shall remain as granted for the ingress and egress in, along and through the property so reserved. Nothing in the amendment negates the obligation of the property owner to maintain the property within the easement. Drainage easements shall be free of obstructions to allow the unimpeded flow of surface water. No permanent structures shall be erected or maintained on the easement.

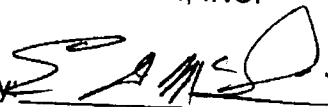
2. Article V, Section 5.05 is amended to read as follows:

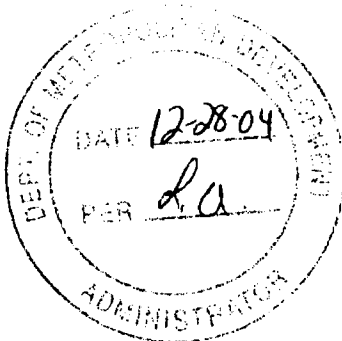
5.05 (a) So long as Developer maintains control of the Association as set forth in Article 3 hereof, Developer reserves the right to amend this Declaration to the extent necessary to conform to any requirements imposed or requested by any governmental agency, public authority or financial institution (including, but not limited to, the U.S. Department of Housing and Urban Development, the U.S. veterans Administration, Federal National Mortgage association, Federal Home Loan Mortgage Corporation, or similar entity) or to the extent necessary to enable the Developer to meet any other reasonable need or requirement in order to complete the Subdivision, all without the approval of the Building Lot owners, and each Building Lot owner, by acceptance of a deed to a Building Lot within the Subdivision, consents to this reserved right.

(b) The provisions of this Declaration may be amended by an instrument in writing setting forth such amendment and approved by at least sixty-six and two-thirds percent (66 2/3 %) of all Building Lot owners, in person or by proxy, at a meeting called for that purpose. The change modification or rescission shall be effective upon recordation of such instrument in the office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, The Drake Landing Homeowners Association, Inc. has executed this Amendment as of the date first written above

THE DRAKE LANDING HOMEOWNERS  
ASSOCIATION, INC.

By   
President



Attest:

Danny S. Reynolds  
Secretary

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF HAMILTON )

Before me, a Notary Public in and for said County and State, personally appeared Eric McGinnis, President of The Drake Landing Homeowners Association, Inc. and Danny Reynolds Secretary of The Drake Landing Homeowners Association, Inc. who acknowledged the execution of the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions for The Villages at Drake Landing, Drake Landing Section 1.

WITNESS my hand and notarial seal this 8 day of Dec., 2004.

My Commission expires:

3-5-2009

Douglas W. Nelson  
Notary Public

Douglas W. Nelson  
Printed

Residing in Marion  
County, Indiana

**DOUGLAS W. NELSON  
STATE OF INDIANA NOTARY PUBLIC  
RESIDENT OF MARION COUNTY  
MY COMMISSION EXPIRES 3/5/2009**

[Signature]  
This instrument prepared by Stephen R. Buschmann, Attorney at Law, Thrasher Buschmann Griffith & Voelkel, P.C. 151 N. Delaware Street, Suite 1900, Indianapolis, Indiana 46204