



**Chicago Title Insurance Company**  
Indianapolis Metro Offices  
Telephone (317) 684-3800



## **COVENANTS AND RESTRICTIONS**

# **WHITE OAK FARMS**

**(Marion County, IN)**

***The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.***

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

**DOS=7-30-09**

51  
M

**DECLARATION OF COVENANTS AND RESTRICTIONS**

**OF**

**THE WHITE OAK FARMS "COMMUNITY"**

*September 2nd, 2003*

09/05/03 02:39PM MARION COUNTY MARION CITY REGISTER  
Inst # 2003-0182232  
P.M. 111.00 PAGES: 31

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR  
488498 SEP-53  
DUTY ENTERED FOR TAXPAYER  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER



APPROVED THIS 5th  
DAY OF September 2003  
PERRY TOWNSHIP ASSESSOR  
*John R. Greys* GIS MANAGER

**TABLE OF CONTENTS**

<b>ARTICLE I Definitions .....</b>	<b>2</b>
Section 1. ....	2
Section 2. ....	5
<b>ARTICLE II Declaration .....</b>	<b>6</b>
Section 1. Declaration. ....	6
<b>ARTICLE III Obligations of Declarant.....</b>	<b>6</b>
Section 1. Agreement to Construct .....	6
<b>ARTICLE IV Association; Membership; Voting; Functions .....</b>	<b>6</b>
Section 1. Membership in Association .....	6
Section 2. Voting Rights .....	7
Section 3. Functions. ....	8
<b>ARTICLE V Board of Directors .....</b>	<b>8</b>
Section 1. Management. ....	8
Section 2. Initial Board of Directors. ....	8
Section 3. Additional Qualifications.....	8
Section 4. Term of Office, Vacancy and Number of Directors After the Applicable Date. ....	9
Section 5. Removal of Directors.....	9
Section 6. Duties of the Board of Directors. ....	9
Section 7. Powers of the Board of Directors.....	10
Section 8. Limitation on Board Action.....	11
Section 9. Compensation. ....	11
Section 10. Non-Liability of Directors.....	12
Section 11. Additional Indemnity of Directors. ....	12
Section 12. Bond .....	12
Section 13. Initial Management. ....	12
<b>ARTICLE VI Real Estate Taxes; Utilities.....</b>	<b>13</b>
Section 1. Real Estate Taxes. ....	13
Section 2. Utilities.....	13
<b>ARTICLE VII Encroachments And Easements In Common Areas.....</b>	<b>13</b>
<b>ARTICLE VIII Party Walls .....</b>	<b>13</b>
<b>ARTICLE IX Maintenance of Common Areas/Lots/Dwelling Units.....</b>	<b>14</b>
Section 1. Maintenance of Common Area.....	14
Section 2. Maintenance by Corporation Relative to Lots/Dwelling Units .....	14
Section 3. Maintenance of Individual Lots.....	15
Section 4. Damage to or Abuse of Common Area or Areas to be Maintained by the Association Under (b) .....	15
<b>ARTICLE X Architectural Standards.....</b>	<b>15</b>
Section 1. Architectural Control Committee. ....	16
Section 2. Approval Process. ....	16
Section 3. Power of Disapproval. ....	17
Section 4. Duties of Committee. ....	17
Section 5. No Waiver of Future Approvals. ....	17
Section 6. Variance.....	17
Section 7. Compliance with Guidelines. ....	18
Section 8. Non-Liability of Declarant, Committee.....	18
Section 9. Inspection.....	18
Section 10. No Compensation. ....	18
<b>ARTICLE XI Use Restrictions/Covenants and Regulations .....</b>	<b>18</b>
<b>ARTICLE XII Assessments .....</b>	<b>20</b>
Section 1. Annual Accounting.....	20

Section 2. Proposed Annual Budget.....	20
Section 3. Regular Assessments.....	20
Section 4. Special Assessments.....	22
Section 5. Failure of Owner to Pay Assessments.....	22
Section 6. Initial Budgets and Assessments.....	24
<b>ARTICLE XIII Mortgages.....</b>	<b>24</b>
Section 1. Notice to Association.....	24
Section 2. Notice of Unpaid Assessments.....	24
<b>ARTICLE XIV Insurance.....</b>	<b>25</b>
Section 1. Casualty Insurance.....	25
Section 2. Public Liability Insurance.....	26
Section 3. Other Insurance.....	26
Section 4. General Provisions.....	27
Section 5. Insurance by Owners.....	27
<b>ARTICLE XV Casualty and Restoration.....</b>	<b>27</b>
<b>ARTICLE XVI Amendment of Declaration.....</b>	<b>28</b>
Section 1. Generally.....	28
Section 2. Amendments by Declarant Only.....	29
<b>ARTICLE XVII Acceptance and Ratification.....</b>	<b>30</b>
<b>ARTICLE XVIII Negligence.....</b>	<b>30</b>
<b>ARTICLE XVX Benefit and Enforcement.....</b>	<b>30</b>
Section 1. Covenants Appurtenant to Land.....	30
Section 2. Prosecution of Violations.....	31
<b>ARTICLE XX Non-Liability of Marion County Drainage Authority.....</b>	<b>31</b>
<b>ARTICLE XXI Annexation of.....</b>	<b>31</b>
<b>ARTICLE XXII Miscellaneous.....</b>	<b>32</b>
Section 1. Costs and Attorneys' Fees.....	32
Section 2. Waiver.....	32
Section 3. Severability Clause.....	32
Section 4. Pronouns.....	32
Section 5. Interpretation.....	33
Section 6. Delegation of Use of the Common Areas.....	33
Section 7. The Plat.....	33

**Addendum Index of Exhibits**

- Exhibit A – Initial Tract
- Exhibit B – Additional Tract
- Exhibit C – Conceptual Plan
- Exhibit D – Lot Number Conversion Chart
- Exhibit E – Covenants and Restrictions
- Exhibit AB – Assurances Excerpt from Zoning Development Statement

**DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
THE WHITE OAK FARMS "COMMUNITY"**

This Declaration of Covenants and Restrictions of the White Oak Farms "Community" ("Declaration") is made this 2nd day of September, 2003, by White Oak Development, LLC (the "Declarant").

**WITNESSETH:**

**(RECITALS)**

WHEREAS, Declarant is the Owner of real estate in Marion County, State of Indiana, more particularly described in Exhibit "A" and Exhibit "B" attached and made a part hereof with Exhibit "A" comprised of approximately 17.259 acres to be known as White Oak Farms Section One and also designated a "Initial Tract" and "Real Estate" in this Declaration and with Exhibit "B" comprised of approximately 10.278 acres to be designated as "Additional Tract"; and (hereinafter referred to in the aggregate as "Total Tract").

WHEREAS, Declarant desires and intends to create on the Real Estate a residential community with public streets, with identification signage, and with complimentary landscaping at the entranceway and landscaping and fencing on certain of the perimeters for the benefit of such residential community, to be known as "the White Oak Farms Section One Subdivision" (Exhibit "A" realty);

WHEREAS, Declarant desires to provide subject to this Declaration a common interest community which addresses commonly owned real estate, their maintenance and other maintenance obligations and the finances to honor these and other community obligations. To this end, Declarant desires to subject the Initial Tract to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Initial Tract and each Owner of all or part thereof; and

WHEREAS, Declarant deems it desirable, to accomplish these tasks in said Initial Tract, to create an agency to which shall be delegated and assigned the powers of supervising, maintaining and administering any common areas and maintenance expense areas detailed in the Initial Tract, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, and promoting the common interest of the Owners of the Initial Tract, and all parts thereof: and

WHEREAS, Declarant has caused, or will cause, to be incorporated under the Indiana Code 23-17-1, et seq., under the name "The White Oak Farms Homeowners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions:

NOW THEREFORE, Declarant, as Owner of the Initial Tract hereby declares that the Exhibit "A" Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth.

### **RECITALS**

The Recitals are incorporated herein as if set out in full.

### **ARTICLE I Definitions**

**Section 1.** The following words and terms, when used herein or in any supplement or amendment hereto, unless the context clearly requires otherwise, shall have the following meanings:

(a) "Act" shall mean and refer to the Indiana Nonprofit Corporation Act of 1991, as amended;

(b) "Additional Tract" the Exhibit B real estate which may in part or in total be made subject to this Declaration in the manner and time herein specified in Article XXI.

(c) "Applicable Date" or "Turnover Date" shall mean and refer to the date determined pursuant to Article IV of this Declaration; and refers to the time at which the Declarant relinquishes control of the governance of the Association as detailed on Article IV.

(d) "Articles" shall mean and refer to the Articles of Incorporation of the Association, as the same may be amended from time to time;

(e) "Association" (HOA) shall mean and refer to White Oak Farms Homeowners Association, Inc., an Indiana corporation organized under Indiana Code 23-17-1, et seq., which Declarant has caused, or will cause, to be incorporated under said name or a similar name, its successors and assigns;

(f) "Board" or "Board of Directors" shall mean and refer to the governing body of the Association elected, selected or appointed as provided for in the Articles, Bylaws and this Declaration;

(g) "Bylaws" shall mean and refer to the Code of Bylaws of the Association, as the same may be amended from time to time:

(h) "Committee" shall mean and refer to the "White Oak Farms Architectural Control Committee", the same being the committee or entity established pursuant to Article X, of this Declaration for the purposes therein stated;

Special Note

Some of this subparagraph is a direct result and is impacted upon by the Assurances found in the "Final Development Statement" filed on September 10, 2002 in zoning Cause No. 2002 Z 099 (2002 DP 008) set out in full herein as Exhibit AB (hereinafter referred to as "Final Development Statement") which is attached hereto for informational purposes only and not subject to amendment under Article XVI hereof.

(i) "Common Areas" denominated by such title on recorded plats of this community and will ultimately be transferred in legal title to the HOA by the Declarant and thereafter be commonly owned by the HOA Members.

The HOA at all times herein has rights as respects these common areas to regulate the use thereof, to make and/or remove improvements thereon, including but not limited to landscaping, to provide utilities thereto with the attendant responsibility to care for and maintain same.

Illustrative of such areas are Detention Ponds and surrounding designated realty, and designated areas on both sides of Oak Harbor Lane and any fencing, landscaping, signage and utilities thereon. IN NO EVENT DOES THIS OBLIGATION AS RESPECTS THE DETENTION PONDS REQUIRE A CERTAIN WATER LEVEL TO BE MAINTAINED THEREIN.

The Declarant expects to convey legal title to Common Areas to the HOA as soon after the Applicable Date as any mortgage thereon is satisfied in full but reserves the right to transfer such title earlier in Declarant's sole discretion. The Board, after the initial Board is replaced, is empowered to accept title subject to a mortgage of it is satisfied with assurances of payment thereof by Declarant.

(j) "Common Expenses" shall refer to expenses of administration of the HOA and for their exercised rights and obligations detailed in the Definitions "Common Areas" and maintenance Expense Areas and shall also include the HOA obligations as respects Lot maintenance in Article VII herein.

(k) "Community or Project" refers to the White Oak Farms area depicted on Exhibit C as it is developed and as it continues to exist after the Applicable Date.

(l) "Conceptual Site Plan" (Exhibit C), the Conceptual Site Plan the Exhibit A and Exhibit B real estate for the initial and possible final White Oak Farms community also includes the conceptual plan for the initial and possible final White Oak Woods community. This site plan grew out of and is a substantial part of the Final Development Statement in Zoning Case # 2002-Z099 (2002 DP 008).

Each community (i.e., White Oak Farms and White Oak Woods) shall have its own Declaration of Covenants and Restrictions and its own Compulsory HOA. Declarant reserves the sole right to modify this Conceptual Site Plan as reflected in any recorded plats for each community.

(m) "Controlled Tree Preservation Easements". Reference is made to the notation on plats for the designated Lots of Lots 9-18 within the Exhibit A realty and any or all of the Exhibit B realty (once platted) that have significant clusters of trees that these Lots are part of the committee approval process, hereinafter detailed, in that a 10 foot width, somewhere within the 20 foot rear lot drainage and utility easement is designation on such plats for tree preservation.

(n) "Declarant"/"Developer" shall mean and refer to White Oaks Development, LLC, an Indiana limited liability company, and any successors and assigns of White Oak Development, LLC whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title, to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant;

(o) "Dwelling Unit" shall refer to one-half of a double separated by a party wall from the other half of a double with each Dwelling Unit located on its own platted Lot; one-half of a double with each Dwelling Unit located on its own platted Lot; one-half located on a \_\_\_\_\_(A) Lot and the other half on a \_\_\_\_\_(B) Lot. (The blank is a number as shown on the PLAT);

(p) "Initial Tract" the Exhibit A real estate to be platted as White Oak Farms Section One.

(q) "Lot" means any plot of ground designated as such upon the recorded Final Plat of White Oak Farms Section One, and upon which one (1) Dwelling Unit is constructed or is to be constructed. When Lot is used it shall be deemed to include the Dwelling Unit, if any, located thereon;

(r) "Maintenance Expense Areas." Certain aesthetic, informational and other amenities influenced by the natural features of the Real Estate have been used in the development design to differentiate this community from other communities. As a consequence thereof, easements have been created on the recorded plat that reserve to the HOA certain rights and responsibilities. Illustrative of same is the care and maintenance of mowing, landscaping, possible signage and utilities for landscaping and signage in such areas with the title and ownership of any such signage and fencing being in the name of the HOA. The cost of any such care, replacement and maintenance shall be included in the definitions of "Common Expenses."

(s) "Member" means a Member of the Association.

(t) "Mortgages" shall mean and refer to the holder of a recorded first mortgage lien on a Lot or Dwelling Unit;



(u) "Owner" shall mean and refer to the record Owner, whether one or more Persons, of the fee simple title to any Lot, but in any event shall not include or mean or refer to a mortgagee or tenant unless and until such mortgagee or tenant has acquired title to any Lot, but upon so acquiring title to any Lot a mortgagee or tenant shall be an Owner;

(v) "Person" shall mean and refer to an individual, firm, corporation, partnership, association, trust, or other legal entity, or any combination thereof;

(w) "Properties" shall mean and refer to the real property described in Exhibit A attached hereto;

(x) "The Real Estate" shall mean and refer to the parcel of real estate in Marion County, Indiana, described in Exhibit A attached to this Declaration and subject thereto, as referred to in the first recital clause of this Declaration, and defined therein as the Real Estate;

The description of "White Oak Farms, Section One, consists of fifty-four (54) Lots numbered 1A through 27B inclusive. Consequently, the legal description for each Lot in this subdivision shall be as follows:

Lot \_\_\_\_ in White Oak Farms, Section One, a subdivision in Marion County, Indiana, as per plat thereof, recorded \_\_\_\_\_, 2003 as Instrument # \_\_\_\_\_ in the Office of the Recorder of Marion County, Indiana.

#### Special Note

The "Development Statement" Conceptual Site Plan (Exhibit C) had a different numbering arrangement for Lots to that shown in the plats and Exhibit D attached cross-references and reconciles such changes, which may or may not also appear in recorded plats.

(y) "Restrictions" shall mean and refer to the agreements, conditions, covenants, restrictions, easements, assessments, charges, liens and all other provisions set forth in this Declaration, as the same may be amended from time to time (see Article XI and Exhibit E referred to therein);

(z) "Rules and Regulations" – rules and regulations relative to the use, occupancy, operation and enjoyment of the Real Estate and the Common Areas and the Controlled Tree Preservation Easements.

**Section 2.** Other terms and words defined elsewhere in this Declaration shall have the meanings herein attributed to them.

**ARTICLE II  
Declaration**

**Section 1. Declaration.** Declarant hereby expressly declares that the Initial Tract shall be held, transferred and occupied subject to the Restrictions as Covenants running with the Real Estate. The Owners of any Lot subject to these Restrictions, and all other Persons, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent Owner of such Lot, or (ii) by the act of occupancy of any Lot, shall conclusively be deemed to have accepted such deed, executed such contract and undertaken such occupancy subject to each Restriction and agreement herein contained. By acceptance of such deed, or execution of such contract, or undertaking such occupancy, each Owner and all other Persons acknowledge the rights and powers of Declarant, the Committee and of the Association with respect to these Restrictions, and also for itself, its heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Declarant, the Committee, the Association, and the Owners and subsequent Owners of each of the Lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreement.

**ARTICLE III  
Obligations of Declarant**

**Section 1. Agreement to Construct.** Declarant has constructed or provided for, or will prior to the Applicable Date construct or provide for, the following:

(a) a storm drainage system for the Real Estate (Section One), which will include a Detention Area heretofore described, inlet pipes, open ditches, swales, pipes and other structures and drainage courses.

(b) the installation, in the Common Areas and/or designated easements of the subdivision identification signage and landscaping at the single entranceway off of and to Gray Road and water and electric service to accommodate same;

**ARTICLE IV  
Association; Membership; Voting; Functions**

**Section 1. Membership in Association.** Declarant and each Owner of a Lot shall, automatically upon becoming an Owner, be and become a Member of the Association and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and membership will be transferred to the new Owner of his Lot; provided, however, that any Person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a Member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Association.

**Section 2. Voting Rights.** The Association shall have the following classes of membership, with the following voting rights:

(a) **Class A.** Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the Owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) Person constitutes the Owner of a particular Lot, all such Persons shall be Members of the Association, but all of such Persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine and as amplified in the By Laws if such determination is unavailable, but in no event shall more than one (1) vote be cast with respect to any such Lot. Otherwise, in the absence of a determination of multiple Owners, the vote shall be equally split between the multiple Owners. Attendance at properly called Association meetings by one Member of a jointly titled Lot shall vest in such sole attending Member the entire one (1) vote.

(b) **Class B.** Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the resident agent of the Association. Each Class B Member shall be entitled to four (4) votes for each Lot of which it is the Owner on the recorded subdivision plat of the Real Estate (which is one and the same as the Lot configuration on the conceptual plan [Exhibit C]) on all matters requiring a vote of the Members of the Association. **THE CLASS B MEMBERSHIP SHALL CEASE AND TERMINATE UPON THE FIRST TO OCCUR OF**

(i) **THIRTY (30) DAYS AFTER THE DATE UPON WHICH THE WRITTEN RESIGNATION OF THE CLASS B MEMBERS IS DELIVERED TO THE RESIDENT AGENT OF THE ASSOCIATION, OR**

(ii) **THIRTY (30) DAYS AFTER THE DATE WHEN THE CLASS A VOTES EQUAL THE CLASS B VOTES.**

(iii) **TEN (10) YEARS AFTER THE DATE OF RECORDATION OF THIS DECLARATION.**

**THE DATE APPLICABLE TO THE ABOVE IS HEREINAFTER REFERRED TO AS THE APPLICABLE DATE.**

After the Applicable Date, Class B memberships shall be converted to Class A memberships, and each former Class B Member shall be entitled to one, (1) Class A membership for each Lot owned.

The total possible vote for Class A Members prior to the Applicable Date if only the Exhibit A realty (Initial Tract) is developed as shown on the conceptual plan is 54 and if the Initial Tract and all of the Additional Tract is made subject to this Declaration is 90.

**Section 3. Functions.** The Association has been (or will be) formed for the purpose of providing for the maintenance, repair, replacement, administration, operation of the Article III Section 1 matters and, to pay any other necessary expenses and costs related thereto, and to perform such other functions as may be designated for it to perform under this Declaration.

## **ARTICLE V Board of Directors**

**Section 1. Management.** The business and affairs of the Association shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a Member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, or a person appointed by Declarant as provided in Section 2 of this Article V.

**Section 2. Initial Board of Directors.** The initial Board of Directors shall be composed of the persons designated or to be designated, in the Articles, to-wit: David Bertolet, David Baird, George Weidman and Chad Young (herein referred to as the "Initial Board"), who has been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provision of, this Declaration, the Articles, the Bylaws or the Act (a) the Initial Board shall hold office until the first annual meeting of the Members of the Association occurring on or after the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to such first annual meeting occurring on or after the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a Member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Dwelling Unit by any type of juridic acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members of the Association are entitled to vote under the Declaration, the Articles, the Bylaws, the Act or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each Person serving on the Initial Board, whether as an original Member thereof or as a Member thereof appointed by Declarant to fill a vacancy, shall be deemed a Special Member of the Association and an Owner solely for the purpose of qualifying to act as a Member of the Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Association nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Association).

**Section 3. Additional Qualifications.** Where an Owner consists of more than one Person or is a partnership, corporation, trust or other legal entity, then one of the Persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Directors, except that no single Lot or Dwelling Unit may be represented on the Board of Directors by more than one Person at a time.

**Section 4. Term of Office, Vacancy and Number of Directors After the Applicable Date.**

(a) Term. Subject to the provisions of Section 2 of this Article V, the entire membership of the Board of Directors shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Directors at each annual meeting until the first annual meeting of the Members occurring on or after the Applicable Date provided herein. After the Applicable Date, each Member of the Board of Directors shall be elected for a term of one (1) year. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified.

(b) Number of Directors After Applicable Date. The number of Directors to serve on the Board after the Applicable Date shall be a minimum of five (5) with a maximum of seven (7).

(c) Vacancies. Subject to the provisions of Section 2 of this Article V as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Members of the Board or by vote of the Owners if a Director is removed in accordance with Section 5 of this Article V. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

**Section 5. Removal of Directors.** A Director or Directors, except the Members of the Initial Board, may be removed with or without cause by vote of a majority of the votes entitled to be cast at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

**Section 6. Duties of the Board of Directors.** The Board of Directors shall be the governing body of the Association representing all of the Owners and being responsible for the functions and duties of the Association, including but not limited to providing for the administration of the Real Estate, the management, maintenance, repair, upkeep and replacement of the Common Areas (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board may employ a Managing Agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

(a) procuring of utilities used in connection with the Lots, Dwelling Units and Common Areas (to the extent the same are not provided and billed directly to Owners of Lots and Dwelling Units by utility companies);

(b) assessment and collection from the Owners of the Owners' respective shares of the Common Expenses;

(c) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual or special meeting at which the same is to be acted upon is mailed or delivered;

(d) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; if possible, such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(e) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Areas and the business and affairs of the Association, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours by reasonable pre-arrangement;

(f) procuring and maintaining for the benefit of the Association, the Owners, any Managing Agent and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(g) paying any other necessary expenses and costs in connection with the Common Areas; and

(h) all duties and obligations imposed upon the Association or the Board under this Declaration, the Articles, the Bylaws or the Act.

**Section 7. Powers of the Board of Directors.** The Board of Directors shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties;

(b) to purchase, lease or otherwise obtain for the Association, to enable it to perform its functions and duties, such equipment, materials, labor and services as may be necessary in the judgment of the Board of Directors.

(c) to employ legal counsel, architects, Contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas, and to perform all other maintenance, upkeep, repair and replacement duties of the Association and the Board;

(e) to include the costs of performing all of its functions, duties and obligations as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association;

(g) to promulgate, adopt, revise, amend and alter from time to time such additional Rules and Regulations with respect to use, occupancy, operation and enjoyment of the Real Estate and the Common Areas (in addition to those set forth in this Declaration) including but not limited to charging uniform fees for the use of Common Areas and to set and charge fees for late payment of assessments and fines for violations of Restrictions and Covenants and Rules and Regulations as the Board, in its discretion, deems necessary or advisable; provided, however, that copies of any such additional rules and regulations so adopted by the Board shall be promptly delivered to all Owners; and

(h) to grant to such public or private companies, entities or bodies as the Board may approve, such easements as may be necessary to provide the Lots, and Dwelling Units and Common Areas with facilities for utility and similar services, including but not limited to cable television facilities and service, provided that such easements are located within or are co-extensive with any one or more utility easements, maintenance and access easement, landscape and maintenance easements, shown upon, and identified as such on, or provided for in, any subdivision plat of the Real Estate, whether such plat is heretofore or hereafter recorded.

(i) shall have the right to convey title of Common Area to Lot Owners to correct any overlaps or encroachments.

(i) to borrow funds to perform its duties for the benefit of the Association and Owners and use the assessments as collateral, if collateral is required, to secure such financing.

**Section 8. Limitation on Board Action.** After the Applicable Date, the authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 per year without obtaining the prior approval of a majority of the cumulative vote of the Owners, except that in the following cases such approval shall not be necessary;

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received or for which the insurance carrier has acknowledged coverage;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

**Section 9. Compensation.** No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

**Section 10. Non-Liability of Directors.** The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

**Section 11. Additional Indemnity of Directors.** The Association shall indemnify, hold harmless and defend any Person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent (if any) or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

**Section 12. Bond.** The Board of Directors may provide surety bonds and may require the Managing Agent (if any), the treasurer of the Association, and such other officers as the Board deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful, abstraction, willful misapplication and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

**Section 13. Initial Management.** Notwithstanding anything to the contrary contained in this Declaration, Declarant shall have, and Declarant hereby reserves to itself, the exclusive right to manage or designate a Managing Agent for the Real Estate and Common Areas, and to perform all the functions of the Association, until the Applicable Date. Declarant may, at its



option, engage a Managing Agent affiliated with it to perform such functions and, in either case, Declarant or such Managing Agent shall be entitled to reasonable compensation for its services.

**ARTICLE VI**  
**Real Estate Taxes; Utilities**

**Section 1. Real Estate Taxes.** Real estate taxes on each Lot, and on any Dwelling Unit or other improvements on each Lot, are to be separately assessed and taxed to each Lot and shall be paid by the Owner of such Lot.

**Section 2. Utilities.** Each Owner shall pay for his own utilities which, to the extent possible, shall be separately metered to each Lot and Dwelling Unit. Utilities which are not separately metered to an Owner's Lot or Dwelling Unit including utilities (if any) to community identification signage shall be treated as and paid as part of the Common Expense, unless otherwise determined by the Association.

**ARTICLE VII**  
**ENCROACHMENTS AND EASEMENTS IN COMMON AREAS**

If by reason of inexactness of construction, settling after construction, or for any other reasons, any Common Areas encroach on any Lot, an easement shall be deemed to exist and run to the Corporation for the maintenance, use and enjoyment of such Common Areas.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities, if any, in the Common Areas and serving his Dwelling Unit

**ARTICLE VIII**  
**PARTY WALLS**

(a) **General Rules of Law to Apply.** Each wall which is built as a part of the original construction of any Dwelling Unit upon the Tract and which connects two Dwelling Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

(b) **Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall, proportionately.

(c) **Destruction by Fire or other Casualty.** If any party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance maintained by any of the Owners who make use of such party wall, and repaired out of the

proceeds of same, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent, intentional or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Article, to the extent that such damage is not covered and paid by the insurance provided for herein, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

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

(f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions herein stated, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor from another party, the Board of Directors of the Corporation shall elect an arbitrator for the refusing party. The cost of the arbitrators shall be borne equally by the parties.

## ARTICLE IX

### Maintenance of Common Areas/Lots/Dwelling Units

**Section 1. Maintenance of Common Area.** Maintenance of the Common Area, unless the same is otherwise the responsibility or duty of Owners of Lots shall be provided by the Corporation, however, this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system.

**Section 2. Maintenance by Corporation Relative to Lots/Dwelling Units. Re: Lot.** The Corporation shall maintain the lawns on the Lot including fertilizing (a minimum of 2 times per year) and mowing of the grass when necessary, but only in an area designated to be grass at the time of transfer of title to a Lot from the Declarant (but not replanting or reseeding of the grass), and the care, fertilizing, trimming, removal and replacement of trees and shrubs planted by the Declarant without any duty to water any such planting and trimming shall be determined by the Board and not exceed one trimming per year. It shall not include the care and maintenance of shrubs, trees which are not planted by Declarant, flowers or other plants within the Lot. The Association may provide snow removal (but no ice removal) if funding exists for the removal of snow from driveway and sidewalks or the Dwelling Units within the Lot if in the Board's sole determination the accumulation of snow justifies such removal. Any plantings made by Owners in and around sidewalk and driveway areas on which snow removal or de-icing are performed by the HOA are planted as the Owner's sole risk with no liability to the HOA.

**Re: Dwelling.** The Board, in its sole discretion, shall determine the need for the exterior painting of the Dwelling Unit and shall control the color, quality and selection of the paint used but the Owner is to provide such paint and painting to the Dwelling Units exteriors. The Board shall also clean the gutters at least once a year.

**Section 3. Maintenance of Individual Lots.** Except as otherwise noted above, each Owner shall be responsible for maintaining and keeping his Lot and all improvements thereon not provided by the Association in a good, clean and sanitary condition, with an appearance which is complementary to the Subdivision. If any Owner shall fail to maintain and keep his property or any part thereof in a good, clean and sanitary condition with an exterior appearance up to the general standards of the White Oak Farms Subdivision, the Corporation may perform any work necessary and charge the Owner thereof for such cost which shall be immediately due, and shall be secured by the Corporation's lien on the Owner's property in like manner to liens created for Assessments hereunder. Each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work permitted herein.

**Section 4. Damage to or Abuse of Common Area or Areas to be Maintained by the Association Under Subsection 2 Hereof.** If, due to the willful, intentional or negligent acts or omissions of an Owner, or of a member of the Owner's family, or of a guest, tenant, or invitee or other occupant or visitor of the Owner, damage is caused to Common Areas or repairs and maintenance are accelerated relative to the Association's obligations and some maintenance or repairs are required, the Owner shall be required to pay for such damage. Upon demand by the Board, the cost of such repairs shall be immediately due and payable, and if not paid, a lien in like manner to the lien under Assessments may attach to the Owner's property, and costs of collection and reasonable attorney fees shall be added to any judgment entered on behalf of the Corporation.

The authorized representatives of the Association, the Board and the Managing Agent for the Association (if any) shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to the Common Areas and items, including, but not limited to, access to any easements reserved, granted or created by any White Oak Farms subdivision plat or of any portion of the Real Estate for such purposes including the easement for a possible stub street at the west property line of the Real Estate.

**ARTICLE X**  
**Architectural Standards**

Nothing, including any fence, deck, retaining walls, recreational equipment (including basketball goals), or any structure, storage shed, doghouse or other improvements, shall be erected on any Lot, and no construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees, or shrubs shall take place

Section 5, "This subdivision has been designed to include a developer quality best management practice (BMP(s)) that must be maintained by the BMP (s) owner. Said BMP(s) is currently maintained by the developer however, upon the expiration of the homeowners association, the Operations and Maintenance Manual for each BMP(s) shall become the responsibility of said association subject to all laws and other city requirements."

except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Committee has been obtained pursuant to Section 1 below.

THIS ARTICLE SHALL NOT APPLY TO THE ACTIVITIES OF THE DECLARANT, NOR TO CONSTRUCTION OR IMPROVEMENTS OR MODIFICATIONS TO THE COMMON AREAS BY OR ON BEHALF OF THE ASSOCIATION.

THIS ARTICLE MAY NOT BE AMENDED WITHOUT THE DECLARANT'S WRITTEN CONSENT SO LONG AS THE DECLARANT OWNS ANY LAND SUBJECT TO THIS DECLARATION.

**Section 1. Architectural Control Committee.** There shall be, and hereby is, created and established the "White Oak Farms Architectural Control Committee" ("Committee") which shall have exclusive jurisdiction over all construction on any portion of the Properties. UNTIL 100% OF THE PROPERTIES HAVE BEEN DEVELOPED AND CONVEYED TO PURCHASERS in the normal course of development and sale, the DECLARANT, or not more than five, nor less than three, persons designated by it, SHALL CONSTITUTE THE COMMITTEE AND SHALL SERVE AT THE DISCRETION OF THE DECLARANT. THERE SHALL BE NO SURRENDER OF THIS RIGHT PRIOR TO THAT TIME EXCEPT IN A WRITTEN INSTRUMENT IN RECORDABLE FORM EXECUTED BY THE DECLARANT. After the sale of 100% of the Properties, the Committee shall be a standing committee of the Association, consisting of not more than five, nor less than three, persons as may, from time to time, be provided in the Bylaws. If the Bylaws do not at any time provide for the Committee, then the Board shall be and constitute the Committee.

**Section 2. Approval Process.** The Committee has prepared and promulgated, on behalf of the Board of Directors, design and development guidelines and application and review procedures. Copies are on file in the office of the Declarant (or the Association, as the case may be) which are incorporated into this Declaration by reference. The guidelines and procedures shall be those of the Association, and the Committee shall have sole and full authority to prepare and to amend them. It shall make the guidelines and procedures available to Owners, builders, and developers who seek to engage in development of or construction, modification, addition or alteration made on or to any existing structure, upon all or any portion of the Properties and such Owners and builders shall conduct their operations strictly in accordance therewith. The Committee, or its designee, must give written approval for any building contractor selected by the Lot Owner for construction.

Prior to any construction on any Lot, the approval of the Committee must be obtained after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be made in the manner and form prescribed from time to time by the Committee in its guidelines and procedures which will contain requirements to promote the standard of quality of workmanship and design and harmony of external design with existing structures, location in relation to surrounding structures, topography and finish grade elevation as determined by the Committee.

**Section 3. Power of Disapproval.** The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are, themselves, inadequate or incomplete, or show the proposed improvement to be in violation of these Declarations, the plat restrictions or any rules, regulations or guidelines adopted by the Committee;

(b) the design or color scheme of a proposed improvement or the materials proposed to be used are not in harmony with the general surroundings of the Lot or with adjacent buildings or structures in the sole opinion of the Committee;

(c) the proposed improvement, or any part thereof, would, in the sole opinion of the Committee, be contrary to the interest, welfare or rights of all or part of other Owners; or

(d) the removal of trees in the tree preservation easements [Article 1, Section (m)] is contrary to the preservation intent as solely determined by the Committee.

**Section 4. Duties of Committee.** The Committee shall approve or disapprove proposed improvements within fifteen (15) calendar days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and in the event that such notification is one of disapproval, it shall specify the reason or reasons therefor. In the event that the Committee fails to provide written notice of approval or to request written notice for additional information within 45 days after submission of all required or requested information, the plans shall be deemed and presumed denied.

**Section 5. No Waiver of Future Approvals.** The approval of the Committee of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

**Section 6. Variance.** The Committee may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and applicable zoning laws, ordinances and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, the terms of any financing, or the initiation of work without the required approval of the Committee shall not be considered hardships warranting a variance.

**Section 7. Compliance with Guidelines.** Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the Committee may be excluded by the Board from the Properties without liability to any person, subject to the notice and hearing procedures contained in the Bylaws. Further, if any approval required by this Declaration is not granted in writing with respect to any item prior to its installation, the respective Owner thereof shall remove promptly the unapproved item or structure, upon request by Declarant or the Association.

**Section 8. Non-Liability of Declarant, Committee.** Neither the Declarant nor the Committee shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee or the Declarant does not make, and shall not be deemed by virtue of any action of approval or disapproval taken by it to have made, any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used or as to the compliance of any plans submitted for approval with these Restrictions, any recorded plat governing the Real Estate or any applicable code, regulation or law.

**Section 9. Inspection.** The Committee and the Declarant may inspect work being performed to assure compliance with these Restrictions, the plat restrictions and applicable regulations. However, neither the Committee, nor any Member thereof, nor the Declarant, nor any agent or contractor employed or engaged by the Committee or the Declarant, shall be liable or responsible for defects, nonconformity or deficiencies in any work inspected or approved by it or them, or on its or their behalf. Further, no such inspection or approval given by or on behalf of the Committee or the Declarant shall be taken or deemed to be or constitute a warranty or guaranty of the work so inspected or approved.

**Section 10. No Compensation.** Neither the Committee nor any of its Members shall be entitled to any compensation for performing its duties or obligations set forth in this Declaration.

## **ARTICLE XI**

### **Use Restrictions/Covenants and Regulations**

The following covenants and restrictions contained in Exhibit E attached and made a part hereof concerning the use and enjoyment of the Lots, Dwelling Units, Common Areas (Item 1(i)) and Common Expenses (Article I(j)) are in addition to any other covenants or restrictions contained herein and in the Final Plat(s) of White Oak Farms. All such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and are enforceable by an Owner, or by the Association. In addition to any other remedies herein provided, present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries

or losses resulting from any violations thereof including reasonable attorney fees, but there shall be no right or reversion or forfeiture resulting from such violation.

Notwithstanding anything to the contrary contained herein or in the Articles or Bylaws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have the right to use and maintain any Lots and Dwelling Units owned by Declarant in and on the Real Estate (other than individual Dwelling Units and Lots owned by persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Dwelling Units and the sale of Lots and Dwelling Units or for the conducting of any business or activity attendant thereto, including, but not limited to model Dwelling Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. Declarant shall have the right to remove the same from the Real Estate and Additional Property at any time.

Irrespective of the language in Section XVI (Amendment of Declaration) the following Age Restrictions cannot be amended unless the membership in the HOA unanimously adopts changes thereto.

No one under the age of fifty-five (55) years of age shall be a resident of a dwelling on a Lot other than the following exceptions:

- A. A live-in caretaker who does not meet the age requirement may be permitted to dwell in White Oak Farms if required due to the resident-owner's poor health or handicap. If the resident dies or no longer needs a caretaker, the caretaker must vacate the residence within thirty (30) days of such occurrence. The Board defined in the Declaration may verify the need of a caretaker in such cases through requirement of an attending physician's statement or other such proof of need.
- B. A non-ambulatory and/or developmentally disabled dependent child of a resident Lot Owner who meets the age restriction requirement may live with the parent(s) in White Oak Farms regardless of child's age. The child's condition and need is subject to verification by the Board.
- C. A spouse of a resident Lot Owner who is under the age of fifty-five (55) may live in White Oak Farms as long as the title Owner's spouse is at least fifty-five (55) years of age. The underage spouse may jointly own the Lot in White Oak Farms.

unless mandated otherwise by federal or Indiana law to the contrary herein after enacted.

## **ARTICLE XII**

### **Assessments**

**Section 1. Annual Accounting.** Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnish the Owners with a financial statement of operations by the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

**Section 2. Proposed Annual Budget.** Annually, on or before the date of the annual or special meeting of the Association at which the budget is to be acted upon, the Board of Directors shall cause to be prepared a proposed annual budget for the next ensuing fiscal year estimating the total amount of the Common Expenses for such next ensuing fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual or special meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual or special meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the next ensuing fiscal year. At such annual or special meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the eligible Owners represented at such meeting; provided, however, that in no event shall such annual or special meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement repair of the Common Areas shall be maintained by the Association in a separate interest bearing account or accounts with one or more banks; or savings and loan associations authorized to conduct business in Johnson County or Marion County, Indiana selected from time to time by the Board. The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual or special meeting of the Association at which the budget is to be acted upon, there is no annual budget approved by the Owners as herein provided for the current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and one hundred ten percent (110 %) of such last approved budget, as a temporary budget.

**Section 3. Regular Assessments.** The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the fiscal year covered thereby as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot, provided, immediately following the adoption of the annual



budget, each Owner shall be given notice of the assessment against his respective Lot (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, each Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Lot based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in full or proratably in quarterly installments payable in advance based on the date specified by the Board which date shall not be earlier than fifteen (15) days after the written notice of such Regular Assessment is given to the Owners. However, at the option of the Board, the Regular Assessment against each Lot may be paid in advance other than in quarterly installments commencing on the first day of the first month of each fiscal year. Payment of the Regular Assessment, whether in one payment or in any other manner, shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors.

In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether annual or quarterly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, whether annual or quarterly, until the entire amount of such excess has been so credited: provided, however, that if an Owner had paid his Regular Assessment in full in advance, then the adjustments set forth under (a) above or (b) shall be made by a cash payment by, or refund to, the Owner or the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners. The Regular Assessment for each fiscal year of the Association shall become a lien on each separate Lot as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfer his Lot or any interest therein, shall not relieve or release such Owner or his successor as Owner of such Lot from payment of the Regular Assessment for the Lot as finally determined, and such Owner and his successor as Owner of such Lot shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the

Association pursuant to Section 2 of Article XII hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year with respect to which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Annual or quarterly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same. The initial Regular Assessment is \$120 per quarterly installment payable in advance.

(c) NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONCERNING DECLARANT NOT BEING OBLIGATED FOR REGULAR ASSESSMENT, THE DECLARANT AFTER THE APPLICABLE DATE WILL CONTRIBUTE TWENTY-FIVE PERCENT (25%) OF THE REGULAR ASSESSMENT FOR UNIMPROVED LOTS OR FOR IMPROVED LOTS NOT YET READY FOR OCCUPANCY IN DECLARANT'S NAME, BUT ONLY IF THE APPLICABLE DATE IS NOT EARLIER THAN WHEN DECLARANT HAS CONVEYED EIGHTY PERCENT (80%) OF THE LOTS ON EXHIBIT B TO OTHERS OR TEN (10) YEARS AFTER THE DATE THIS DECLARATION HAS BEEN RECORDED, WHICHEVER FIRST OCCURS.

**Section 4. Special Assessments.** From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in this Declaration, the Articles, the Bylaws or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, but not on Lots owned by Declarant, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration. THE DECLARANT SHALL ONLY BE RESPONSIBLE FOR SPECIAL ASSESSMENTS AFTER THE "APPLICABLE DATE" OCCASIONED BY EXTRAORDINARY REPAIRS TO ORIGINALLY INSTALLED INFRASTRUCTURE, BUT SHALL NOT BE RESPONSIBLE FOR NEW INFRASTRUCTURE OR AMENITIES DESIRED BY OTHER OWNERS UNLESS DECLARANT SPECIFICALLY AGREES OTHERWISE IN WRITING.

**Section 5. Failure of Owner to Pay Assessments.**

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and items deemed Maintenance Expense Areas for purposes of maintenance, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Lot belonging to him. Each Owner

shall be personally liable for the payment of all Regular and Special Assessments against his Lot. Where the Owner constitutes or consists of more than one Person, the liability of such Persons shall be joint and several. Regular and special assessments should constitute a lien against the Lots and Dwelling Units thereon. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments against his Lot when due, the lien for such Assessment on the Owner's Lot and Dwelling Unit may be filed and foreclosed by the Board for and on behalf of the Association as a mechanic's lien on real property and enforced in like manner as mechanic liens. Upon the failure of an Owner to make timely payments of any such Regular Assessments or Special Assessments, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing (and without thereby waiving) the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, or any other charges due the Association, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot and Dwelling Unit all of the costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such Assessments or charges were due, until paid, at a rate equal to the "prime interest rate" then in effect as publicly announced or published by Bank One or its successors (or if said Bank is no longer in existence, then such rate charged by another national bank in Marion County, Indiana selected by the Board) plus 4% but in no event more than the maximum rate allowable under applicable usury laws.

(b) Notwithstanding anything contained in this Section or elsewhere in this Declaration, the Articles or the Bylaws, any sale or transfer of a Lot and Dwelling Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment or other charges as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Dwelling Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments or other charges thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments or other charges, the lien for which has been divested as aforesaid, shall, if not collected from the party personally liable therefor, be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Lot and Dwelling Unit from which it arose).

(c) In addition to the remedies above stated for failure to pay assessments, the Association may disqualify a delinquent Owner from his right to vote and to hold office or committee membership in the Association while Assessment are delinquent in addition to charging a late fee of \$23.00 per month of delinquency to among other things, cover the administrative expense of addressing the delinquency and also deny such Member the use of the Common Areas for a period not exceeding 60 days for each separate non-payment.

**Section 6. Initial Budgets and Assessments.** Notwithstanding anything to the contrary contained herein, in the Articles, in the Bylaws, in the Act or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners. The agency, power of attorney and proxy granted to the Declarant by each Owner pursuant to Section 2 of Article V hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date.

Further, until the Applicable Date and notwithstanding the foregoing or anything else contained herein, no Regular Assessments, Special Assessments or other charges shall be owed or payable by Declarant with respect to any Lot or other portion of the Real Estate owned by Declarant while the same is owned by Declarant, nor shall any such Assessments or Charges become a lien on any such Lot or other portion of the Real Estate owned by Declarant, except as specifically detailed in subsection 3(c) herein. Assessments against a Lot shall commence to accrue from the date each Lot is conveyed by Declarant to another Person, and a prorated portion of the Regular Assessment for the balance of the fiscal year of the Association against each Lot so conveyed by Declarant shall be paid by each purchaser upon such conveyance.

### **ARTICLE XIII** **Mortgages**

**Section 1. Notice to Association.** Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, may notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of each such first mortgage, and name and address of the Mortgagee, shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the Bylaws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record or in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the Bylaws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the Bylaws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Association shall, upon written request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the Bylaws which is not cured within sixty (60) days.

**Section 2. Notice of Unpaid Assessments.** The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of

the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement except as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 3 of Article XII hereof.

## **ARTICLE XIV Insurance**

### Preface

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS ARTICLE (INSURANCE), THE ASSOCIATION WILL SEEK TO OBTAIN THE COVERAGES INDICATED SUBJECT HOWEVER TO THE LIMITATION OF WHAT'S AVAILABLE FROM INSURANCE CARRIERS FOR WHITE OAK FARMS COUPLED WITH CONSIDERATION AS TO EXCEPTIONS AND EXCLUSIONS OF COVERAGE, AND DEDUCTABLES TO MAINTAIN CONTROL OF THIS ITEM OF COMMON EXPENSE.

THE ASSOCIATION WELCOMES THE OWNERS' INPUT REGARDING THE BEST COVERAGE FOR THE BEST PRICE AND WILL SUPPLY OWNERS WITH A SUMMARY FROM THE ASSOCIATION'S INSURANCE PROFESSIONAL WHICH WE URGE OWNERS TO SHARE AND CHALLENGE THEIR OWN INSURANCE PROFESSIONAL FOR RECOMMENDATIONS AS TO THEIR REQUIRED INSURANCE AND ANY ADVISABLE ADDITIONAL COVERAGE (GAP OR OTHERWISE) FOR DIRECT PURCHASE BY OWNERS.

**Section 1. Casualty Insurance.** The Association shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Common Areas in an amount consonant with the full replacement value of the improvements, if any, which, in whole or in part, comprise the Common Areas. If the Board of Directors can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board, the Board may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall name the Association as the insured, for the benefit of each Owner (to the extent, if any, that individual Owners have an independent interest in the property covered thereby).

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Directors. In the event that the Board of Directors has not posted surety bonds for the faithful

performance of their duties as such Directors or if such bonds do not exceed the funds which will come into its hands, and there is damage to a part or all of the Common Areas resulting in a loss, the Board of Directors shall obtain and post a bond for the faithful performance of its duties in an amount to be determined by the Board, but not less than 150% of the loss, before the Board shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty on the Board in connection with any such insurance proceeds shall be to receive such proceeds as are paid and to hold the same for the purposes elsewhere stated herein, and for the benefit of the Owners. The proceeds shall be used or distributed by the Association or the Board, as appropriate, only in accordance with the provisions of this Declaration.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Directors, its agents and employees, owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Association does not elect to restore.

**Section 2. Public Liability Insurance.** The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of \$1,000,000.00 per occurrence. Such comprehensive public liability insurance policy shall cover all of the Common Areas and shall insure the Association, the Board of Directors, Officers, any committee or organ of the Association or Board, any Managing Agent appointed or employed by the Association, the Declarant and all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate, all Owners of Lots and all other persons entitled to occupy any Lot or Dwelling Unit. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association or other Owners.

**Section 3. Other Insurance.** The Association shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors may from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned or leased by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Directors and any Managing Agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Association.

**Section 4. General Provisions.** The premiums for all insurance hereinabove described shall be paid by the Association as part of the Common Expenses. Upon request of any Owner or Mortgagee whose interest may be affected thereby, the Association shall provide such Owner or mortgagee with a description of the insurance coverage maintained by the Association.

In no event shall any distribution of insurance proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance or insurance policy as it applies to such Owner's share of such proceeds. In such event any remittances shall be to the Owner and his Mortgagee jointly. The same method of distribution shall also apply to the distribution of any condemnation awards in connection with any taking of any of the Common Areas. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Association to any Owners or Mortgagees if to do so would be in violation of the Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the Members of the Association; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Association for use in the payment of its expenses of operation.

**Section 5. Insurance by Owners.** Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable, at his own expense, affording coverage upon his personal property, his Lot, his Dwelling Unit, the contents of his Dwelling Unit, his personal property stored anywhere on the Real Estate, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association.

## **ARTICLE XV Casualty and Restoration**

In the event of damage to or destruction of any of the Common Areas due to fire or any other casualty or disaster, the Association shall promptly cause the same to be repaired and reconstructed. The proceeds of insurance carried by the Association, if any, shall be applied to the cost of such repair and reconstruction.

If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of these areas, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing these areas so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Association against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Areas and/or maintenance expense areas (if any) to as near as possible

the same condition as they existed immediately prior to the damage or destruction and with the same architecture and materials.

Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Directors or Association has the responsibility of maintenance and repair hereunder, the Board shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires or deems necessary.

Encroachments upon any Lot which may be created as a result of such reconstruction or repair of any of the Common Areas shall not constitute a claim or basis of a proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Common Areas were originally constructed.

## **ARTICLE XVI**

### **Amendment of Declaration**

**Section 1. Generally.** Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

- (a) **Notice.** Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered.
- (b) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
- (c) **Meeting.** The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the Bylaws.
- (d) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than seventy percent (70% in the aggregate of the votes of all Owners). In the event any Lot or Dwelling Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors in accordance with the provisions hereof.
- (e) **Special Amendments.** No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of Article XIV of this Declaration with respect to casualty insurance to be maintained by the Association, or (3) the provisions of Article XV of this Declaration with respect to reconstruction or repair of the Common Areas in the event of fire



or any other casualty or disaster, or (4) the provisions of this Declaration establishing the Committee and providing for its functions, without, in each or any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of the Declaration.

(f) **Recording.** Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

**Section 2. Amendments by Declarant Only.** Notwithstanding the foregoing or anything else contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if Declarant records the modification in the Office of the Recorder of Marion County, Indiana, and if such amendment or supplement is made (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Association, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units, (c) to bring this Declaration into compliance with any governmental requirements, (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future Perform) function similar to those performed by such agencies or entities, to subject additional property to these restrictions, (f) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto, (g) to clarify, further define or limit any easement, or otherwise exercise any rights reserved herein, or (h) change the substance of one or more covenants, conditions, terms or provisions hereof but (A) does not materially increase the obligation(s) of any Owner under any covenant, condition, term or provision without such Owner's consent or (B) is necessary to comply with a bona fide governmental requirement, including applicable laws, ordinances, regulations or orders of any municipality or court having jurisdiction. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the Declarant to vote in favor of, make, or consent to any amendments described in this Section 2 or behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

**ARTICLE XVII**  
**Acceptance and Ratification**

All present and future Owners, Mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration, the Articles, the Bylaws and the rules, regulations and guidelines as adopted by the Board of Directors and (to the extent of its jurisdiction) the Committee, as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance of the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Articles, the Bylaws and rules, regulations and guidelines, as each may be amended, or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any Person having at any time any interest or estate in an Lot or Dwelling Unit or the Real Estate, all as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may own, occupy, use, enjoy or control a Lot or Dwelling Unit or any part of the Real Estate in any manner shall be subject to this Declaration, the Articles, the Bylaws, and the rules, regulations and guidelines applicable thereto as each may be amended or supplemented from time to time.

**ARTICLE XVIII**  
**Negligence**

Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family his or their guests, employees, agents, invitees or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his violation of any of the Restrictions or any violation thereof by any member of his family or his or their guests, employees, agents, invitees or tenants.

**ARTICLE XXV**  
**Benefit and Enforcement**

**Section 1. Covenants Appurtenant to Land.** These covenants are to run with the land, and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, at which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless at any time after fifteen (15) years a majority of the then Owners of the Lots in this subdivision agree to change (or terminate) said covenants in whole or in part and on the condition that an instrument to that effect signed by the Lot Owners voting in favor of such change has been recorded; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use of such easement shall consent thereto.

**Section 2. Prosecution of Violations.** It shall be lawful for the Association, the Committee (as to matters for which it has responsibility) or any other person owning any real property situated in this subdivision to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate any covenant, conditions, provisions or restrictions contained herein either to prevent such person or persons from doing so, or to recover damages or other dues for such violation, or to require the removal of structures erected in violation hereof. All costs of litigation and attorneys' fees resulting from violation of these covenants and restrictions shall be the financial responsibility of the Lot Owner or Owners found to be in violation. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenant shall not be considered as a waiver of the right to enforce any covenant herein, thereafter. Notwithstanding the foregoing, any violation of these covenants or the Declaration may be waived by a majority of the then Owners of the Lots in this subdivision.

The Association may as respects an Owner who violates these restrictions and/or Rules and Regulations, after written notice to the Owner detailing the nature of the violation with a time period established by the Association to cure or conform, disqualify the voting rights and right to hold office while the violation continues and may further in the Board's sole discretion, impose a fine, in whole or in part, with each day after the cure period being a separate violation at a chargeable rate of up to one hundred dollars (\$100.00) per violation per day. This fine, if not paid when required, will be processed in the same manner as assessments.

#### **ARTICLE XX**

##### **Non-Liability of Marion County Drainage Authority**

The Marion County Drainage Authority shall not be responsible in any way for, and disclaims any liability for, any defect in any plans, specifications or other materials approved by it in connection with the storm drainage system for White Oak Farms Community, or for any defects in the construction thereof.

#### **ARTICLE XXI**

##### **Annexation of "Additional Tract"**

In addition to the Initial Tract, Declarant is the fee simple title Owner of the real estate described in the Exhibit B located contiguous to the Initial Tract the Declarant or such Owner may at any time prior to 10 years after date of recordation of this Declaration, without the consent of the Owners may, but is not obligated to, develop the Additional Tract or any part thereof (except as modified by zoning commitments filed relative to such Additional Tract and by the act of recording a plat(s) thereof for such Additional Tract or part thereof it shall be deemed an exercise of the Declarant's reserved right to expand the White Oak Farms community into the realty reflected in such plats and automatically make such realty subject to this Declaration.

In the event the Additional Tract or any part of it is platted in a manner as herein stated, the Owners of such Lots in the Additional Tract or parts thereof, shall have the same rights and

obligations of the Owners herein, and the Corporation shall have the same jurisdiction and authority over such Additional Tract or any part of its in a manner described, provided, however, any part of the Additional Tract for which a plat has not been filed by the date herein stated then the realty no included in any recorded plat shall be automatically removed from the possibility of the Declarant or Owner making same subject to this Declaration.

Regardless of the method of development of the Additional Tract and whether or not all of any part of the Additional Tract comes within the jurisdiction of the Corporation or subject to the Declaration, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the part of the Additional Tract not coming within the jurisdiction of the Corporation or subject to the Declaration the right and easement to enter upon and if necessary tie into the Common Areas and Landscape Easement of the Tract to either continue the landscape plan mandated by zoning commitments and/or the surface drainage requirements for storm water management.

The assessment which the Owner of each Lot in the Additional Tract of part thereof, if within the jurisdiction of the Corporation, shall be obligated to pay equal to that paid by any Owner herein and shall commence on the date of conveyance of such Lot by Declarant. No assessment (Regular, Special or otherwise) on any Lot in the Additional Tract shall be due until such Lot has been conveyed by Declarant for the Dwelling Unit thereon or until it is occupied for residential purposes, whichever first occurs.

## **ARTICLE XXII**

### **Miscellaneous**

**Section 1. Costs and Attorneys' Fees.** In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the Articles or the Bylaws, or to comply with any provision of this Declaration, the Articles, the Bylaws, or the rules, regulations and guidelines adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

**Section 2. Waiver.** No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the Common Areas or by abandonment of his Lot or Dwelling Unit.

**Section 3. Severability Clause.** The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles or the Bylaws and each shall be enforceable to the greatest extent permitted by law.

**Section 4. Pronouns.** Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

**Section 5. Interpretation.** The captions and titles of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

**Section 6. Delegation of Use of the Common Areas.** Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Corporation, his right of enjoyment, and use of the Common Areas to members of his family, his tenants or contract purchasers who reside on any Lot

**Section 7. The Plat.** The Final Plat of the Exhibit A realty of White Oak Farms, Section One, that is the Initial Tract in this Declaration, has been recorded as Instrument #2003-0182231 in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, White Oak Development, LLC, by its duly authorized Manager, Declarant herein, has executed this Declaration on the day and year first hereinabove set forth.

**White Oak Development, LLC**

By: David Bertolet, Co-Manager  
David Bertolet, Co-Manager

By: David Baird, Co-Manager  
David Baird, Co-Manager

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared David Baird and David Bertolet, the Managers of White Oak Development, LLC, who acknowledged the execution of the above and foregoing instrument for and on behalf of said limited liability company, and, who having been duly sworn, stated that any representations contained therein are true.

WITNESS my hand and Notarial Seal this 2<sup>nd</sup> day of Sept., 2003.

My Commission Expires:

8-21-09

Portia E. Hughes  
Notary Public

Printed PORTIA E. HUGHES

Resident of JOHNSON County

This instrument was prepared by:

Raymond Good  
LOCKE REYNOLDS LLP  
201 North Illinois Street, Suite 1000  
P.O. Box 44961  
Indianapolis, IN 46244-0961  
(317) 237-3800



# Exhibit "A"

## DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, PERRY TOWNSHIP, MARION COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE SOUTH LINE OF SAID QUARTER SECTION NORTH 87 DEGREES 59 MINUTES 05 SECONDS EAST (ASSUMED BEARING) 457.30 FEET TO THE CENTERLINE OF AN EXISTING DITCH. THE NEXT THREE (3) COURSES FOLLOW ALONG LAST SAID CENTERLINE; 1) THENCE NORTH 10 DEGREES 09 MINUTES 30 SECONDS EAST 448.10 FEET; 2) THENCE NORTH 87 DEGREES 59 MINUTES 05 SECONDS EAST 103.65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT; 3) THENCE CONTINUING NORTH 87 DEGREES 59 MINUTES 05 SECONDS WEST 689.15 FEET TO THE CENTERLINE OF GRAY ROAD; THENCE ALONG LAST SAID CENTERLINE NORTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 747.84 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 57 SECONDS WEST 389.68 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 125.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 22 MINUTES 45 SECONDS 147.00 FEET; THENCE SOUTH 22 DEGREES 58 MINUTES 10 SECONDS WEST 83.37 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 67 DEGREES 01 MINUTE 42 SECONDS EAST 20.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 103 DEGREES 52 MINUTES 05 SECONDS 38.26 FEET TO A COMPOUND CURVE CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEARS NORTH 09 DEGREES 06 MINUTES 14 SECONDS EAST 125.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 45 MINUTES 10 SECONDS 19.10 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST 15.49 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 207.95 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 214.00 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 208.74 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 11.69 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 170.00 FEET TO THE POINT OF BEGINNING CONTAINING 10.278 ACRES, MORE OR LESS, SUBJECT RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.

Exhibit "B"

DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, PERRY TOWNSHIP, MARION COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION; THENCE ALONG THE WEST LINE THEREOF NORTH 00 DEGREES 05 MINUTES 37 SECONDS EAST (ASSUMED BEARING) 986.58 FEET; THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION NORTH 87 DEGREES 59 MINUTES 05 SECONDS EAST 503.98 FEET; THENCE SOUTH 86 DEGREES 13 MINUTES 36 SECONDS EAST 59.51 FEET; THENCE NORTH 22 DEGREES 58 MINUTES 18 SECONDS EAST 337.80 FEET; THENCE NORTH 19 DEGREES 04 MINUTES 44 SECONDS EAST 70.44 FEET; THENCE NORTH 74 DEGREES 04 MINUTES 43 SECONDS EAST 109.43 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST 309.26 FEET; THENCE SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 36.99 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST 200.00 FEET TO THE CENTERLINE OF GRAY ROAD; THENCE ALONG LAST SAID CENTERLINE SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 135.01 FEET; THENCE NORTH 89 DEGREES 38 MINUTES 57 SECONDS WEST 389.68 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 125.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 22 MINUTES 45 SECONDS 147.00 FEET; THENCE SOUTH 22 DEGREES 58 MINUTES 18 SECONDS WEST 83.37 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 67 DEGREES 01 MINUTE 42 SECONDS EAST 20.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 103 DEGREES 52 MINUTES 05 SECONDS 36.26 FEET TO A COMPOUND CURVE CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEARS NORTH 09 DEGREES 06 MINUTES 14 SECONDS EAST 125.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 45 MINUTES 10 SECONDS 19.10 FEET; THENCE SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST 15.49 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 207.95 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 214.00 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 206.74 FEET; THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 11.69 FEET; THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 170.00 FEET TO THE CENTERLINE OF AN EXISTING DITCH THE NEXT TWO (2) COURSES FOLLOW ALONG LAST SAID CENTERLINE; 1) THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST 103.65 FEET; 2) THENCE SOUTH 10 DEGREES 09 MINUTES 30 SECONDS WEST 448.10 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE ALONG LAST SAID SOUTH LINE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST 457.30 FEET TO THE POINT OF BEGINNING CONTAINING 17.259 ACRES, MORE OR LESS, SUBJECT RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS.



Exh 'c'

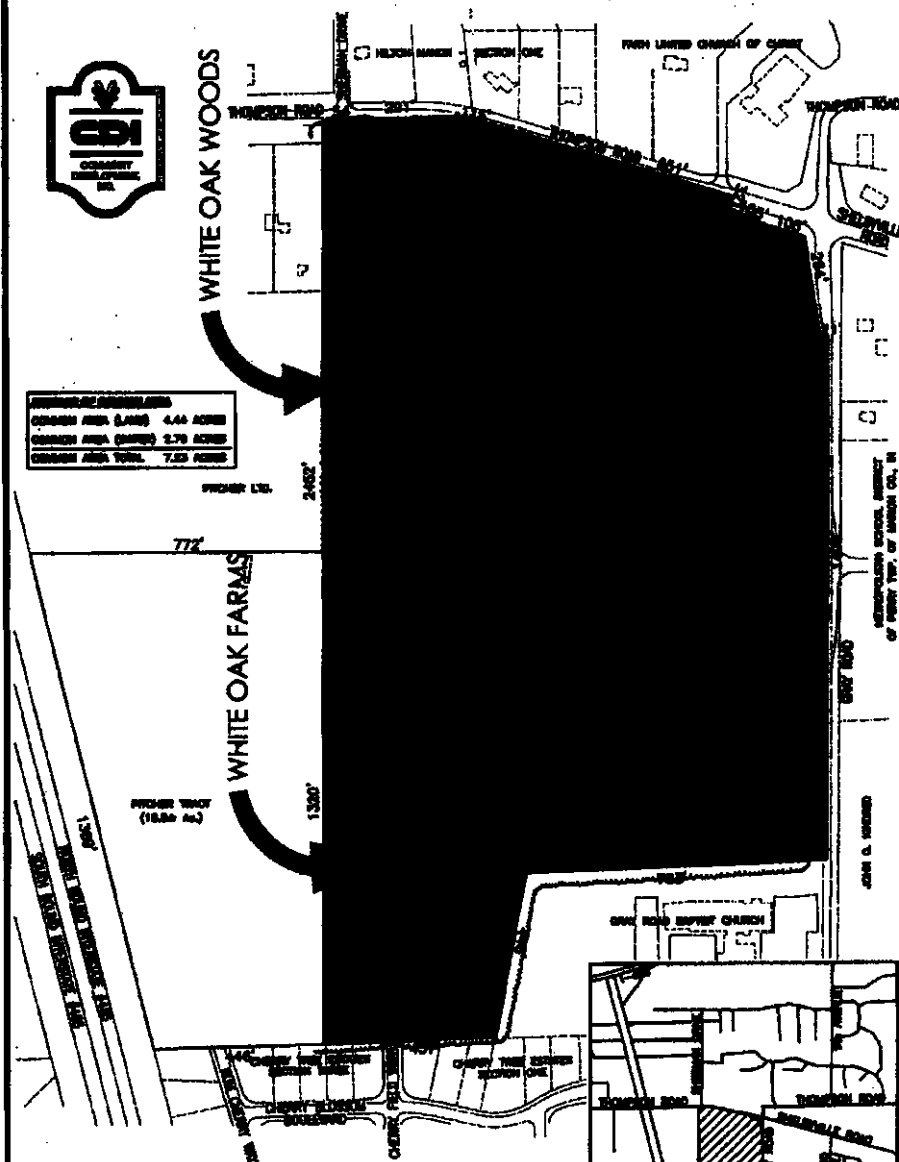


# White Oaks Farms and White Oaks Woods

PERRY TOWNSHIP, MARION COUNTY, INDIANA



**PERCENTAGE OF DEVELOPABLE AREA**  
 COMMON AREA (LAND) 4.44 ACRES  
 COMMON AREA (WATER) 2.76 ACRES  
 COMMON AREA TOTAL 7.20 ACRES



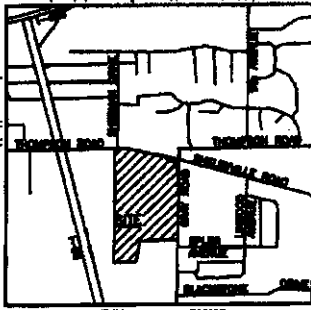
### WHITE OAK WOODS

TOTAL LOTS: 78  
 TOTAL AREA: 34.90 ACRES  
 UNIT DENSITY: 2.23 LOTS/AC

### WHITE OAK FARMS

TOTAL LOTS: 45 (90 UNITS)  
 TOTAL AREA: 27.20 ACRES  
 UNIT DENSITY: 3.27 UNITS/AC

**OVERALL**  
 TOTAL LOTS: 123 (168 UNITS)  
 TOTAL AREA: 62.10 ACRES  
 UNIT DENSITY: 2.69 UNITS/AC



### PROJECTS plus

FOR MORE INFORMATION, CONTACT:  
 PROJECTS plus, INC. 1111 S. W. 11th St., Suite 100  
 LAWRENCE, IN 46950  
 (765) 854-1111

Exhibit D

White Oak Farms (Revised Lot Numbers)

<b>White Oak Farms</b>		<b>White Oak Farms</b>	
<b><u>Section One (Lots 1 – 27)</u></b>		<b><u>Section Two (Lots 28 – 45)</u></b>	
		<b>(Potential)</b>	
<b>Old Lot No.</b>	<b>New Lot No.</b>	<b>Old Lot No.</b>	<b>New Lot No.</b>
45	26	26	28
38	27	27	29
		28	30
		29	31
		30	32
		31	33
		32	34
		33	35
		34	36
		35	37
		36	38
		37	39
		39	40
		40	41
		41	42
		42	43
		43	44
		44	45

• **Legend**

Old Lot No. – Lot Numbers as they appear in conceptual site plan in zoning development statement

New Lot No. – Lot Numbers as they appear in recorded plat of White Oak Farms Section One, and as may appear, if platted, for Section Two

## EXHIBIT E

### White Oak Farms Covenants and Restrictions

The words defined in the Declaration of Covenants and Restrictions for White Oak Farms are likewise defined herein.

**Section 1. Declarant's and the Association's Right to Perform Certain Maintenance and Removal.** In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements, or remove any unauthorized item or structure, situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the Declarant, until the Applicable Date, and, thereafter, the Association through its agents and employees or contractors, should have the right to enter upon said Lot and repair, mow, clean, remove or perform such other acts as may be reasonably necessary, to make such Lot and improvements situated thereon, if any, conform to the requirements of these Restrictions and the provisions contained in any such plat. The cost thereof to the Declarant or the Association shall be collected as a special assessment against such Owner and his Lot in the manner provided for herein for the collection of Common Expenses. Neither the Declarant nor the Association, nor any of its agents, employees or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

**Section 2. Ditches and Swales and Erosion Control.** It shall be the duty of the Owner of any Lot on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed (both by improvements and plant material) and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonably necessary. It shall be the duty of the Owner of any Lot to establish as needed and to maintain all erosion control on his or her respective Lot.

**Section 3. Drilling.** No oil or water drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil, water or natural gas shall be erected, maintained or permitted on any Lot.

**Section 4. Ground Elevations and Erosion Control.** It shall be the Lot Owner's responsibility to maintain and comply with all building and site finish ground elevations and erosion control as finally required and approved by the Marion County Drainage Board and the Department of Planning and Zoning as evidenced upon the final construction plans for the development of this subdivision.

**Section 5. Insurance Impact.** Nothing shall be done or kept by an Owner in any Dwelling Unit, or on any Lot, or on any of the Common Areas, which will cause an increase in the rate of insurance on any Common Areas. No Owner shall permit anything to be done or kept in his Dwelling Unit or on his Lot which will result in a cancellation of insurance on any part of

the Common Areas, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

**Section 6. Landscape Easements.** There are strips and areas of ground shown titled as various easements on the Final Plat for the Real Estate which are hereby reserved for the use of owners of lots to the extent and limited for the purposes set forth in the Declaration and for the use of Declarant and Association for the installation, maintenance, repair and replacement of the matters detailed in Item (1)(h) requiring maintenance. Except as installed and maintained by lot owners, pursuant to the requirements of the Declarations, or by Declarant and the Association, no permanent or other structure (except walls, sidewalks and fences otherwise permitted hereby or by the Declarant and approved by the Committee) shall be erected or maintained on said strips and areas by the owner of any lot subject to any such "Landscape Easement", and the owners of such lots affected by any such "Landscape Easement" shall take and hold title to their lots subject to the foregoing rights of the Declarant and the Association and shall not do or permit to be done anything which will obstruct or interfere with or remove any installations or landscaping made by the Declarant or Association in any such "Landscape Easement". The foregoing grant of rights to the Declarant shall not impose an obligation on the Declarant to undertake such maintenance unless it elects to do so.

**Section 7. Maintenance of Lots and Improvements.** It shall be the responsibility of each Owner to prevent the occurrence of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot except the mowing and fertilizing are the responsibility of the HOA as detailed in the Declaration. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices, which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties. No waste shall be committed in any Dwelling or on any Lot. Each Owner shall:

- (i) Remove all debris or rubbish;
- (ii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Real Estate;
- (iii) Cut down and remove dead trees;
- (iv) Where applicable, prevent debris and foreign material from entering drainage areas; and
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

**Section 8. Occupancy and Residential Use of Partially Completed Dwelling House Prohibited.** No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the Dwelling Unit shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties, however, if an

Occupancy Permit from government is involved the issuance thereof shall be deemed substantial completion.

**Section 9. Occupants Bound.** All provisions of the Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her Lot to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Lot are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

**Section 10. Prohibition of Used Structures.** All structures constructed or placed on any Lot shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such Lot.

**Section 11. Quiet Enjoyment.** No portion of the Properties shall be used, in whole or in part, for the storage or any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Properties that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious, illegal, or offensive activity shall be carried on upon any portion of the Properties. For greater clarification, no Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance which destroys the peace, quiet and/or comfort of the Owners or allow any such noise or disturbance to be made on his or her Lot, including any noise by the use of musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other machines or equipment. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way obnoxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Properties. Also, excessive grass clippings from the mowing of lawns or other lawn/tree rubbish will not be allowed to be left on any street within the development.

**Section 12. Residential Use.** The Properties shall be used only for single family residential purposes; provided, however, that such restriction shall not apply to any Lot or part thereof or any other part of the Properties at any time owned by the Association which constitutes a part of the Common Areas and upon which no Dwelling Unit is located.

**Section 13. Sidewalks.** Sidewalks shall be constructed as required by the sidewalk plan approved by the Marion County Plan Commission, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided, however, that any Common Area sidewalks shall be constructed by the Developer as designated on the final development sidewalk plan. All sidewalks to be constructed by lot owners shall be completed at such times as the driveway on the lot is constructed. All sidewalks shall be poured concrete,

with expansion joints, such construction to be perpetual and continuous along the street frontages and across the driveway of each Lot. In the event any Owner, or parties with whom Owner contracts for work on the Owner's Lot, causes damage to a sidewalk or street curb such Owner shall be responsible for repairing said damage.

**Section 14. Sales Office.** To the extent deemed necessary or desirable by Developer, Developer shall be permitted to place sales offices and construction and storage facilities for uses attributable to the construction, development, marketing and maintenance of the subdivision on any unsold lot or on any Common Area in the subdivision.

**Section 15. Sanitary Waste Disposal.**

A. **Nuisances.** No outside toilets shall be permitted on any Lot (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to be exposed.

B. **Construction of Sanitary Sewage Lines.** All sanitary sewage lines on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of Marion County and these Restrictions.

C. **Connection Requirements for Sanitary Sewers.** All homes shall have sewers directly connected to the Indianapolis Sanitation System.

## EXHIBIT AB

### STATEMENT OF ASSURANCES

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 by reference as Attachment "A".
2. The development shall consist of no more than 168 residential units.
3. The minimum floor area for each residential unit shall be 1,400 square feet for a one story home and an aggregate of 1,800 square feet for residential units with more than one story. This floor area shall exclude garage and open porches for its computation.
4. Each home shall be constructed with an attached two car garage.
5. Either one of the Homeowner's Association for the entire development or separate associations for the single residential lots versus the duplex area shall be established to maintain all common green space and retention/detention areas and shall include an Architectural Review Committee which shall approve all building plans, additions and modifications as well as fencing and other necessary structures or appurtenances. Both Home Owners Associations shall be controlled by the Developer (CDI - III) until turnover to residents. Developer, CDI - III, agrees to an even number of Developer and White Oak Woods representatives on the architectural review committee when Developer and Builder transfer title to other persons for 80% of the lots in White Oak Woods.
6. No carports shall be permitted.
7. No above ground pools shall be permitted.
8. Any out building on a given lot shall be significantly compatible in exterior materials and color of the residence on said lot and subject to availability of

materials and colors subject to the approval of the Architectural Review Committee whose determination shall be conclusive as to significantly compatible. A further requirement as to Lots 1-11 of White Oak Woods that any out building thereon as to the exterior oriented to Thompson or Gray Roads shall call for at least 3 shrubs of a minimum height of 3 feet to partially screen such exterior.

9. No outside storage or extended periods of outdoor parking of RVs, campers, trailers, boats, boat trailers or unlicensed or inoperable vehicles or trucks larger than a standard pickup truck shall be permitted for more than 72 hours on any lot or on common areas of the development.
10. All homes shall have a uniform design of mail boxes and street numbers.
11. Sidewalks shall be provided along both sides of the interior streets of the development as well as along the Gray and Thompson Road frontages with the exception of municipal government waiver of sidewalks on one side only of short cul-de-sacs as defined by municipal government.
12. The development, no later than the completion of the development, shall include street lighting throughout the development.
13. All lots, as a part of the individual landscape package, shall have at least two trees planted of at least 1 ½ inch diameter, one of which shall be of the hardwood variety and six shrubs. Three shrubs will be at least 18 inches and three will be at least 30 inches in height. The individual lot landscaping planting shall be completed within six months of the completion of the residence or at the end of the first planting season, which ever is sooner, whether permitting. All species and sizes of planting materials shall be selected from the Marion County List of Recommended Plants and Shrubs.
14. All healthy trees along the south and west property lines shall be preserved and maintained to the greatest extent possible except for any required infrastructure for the development and shall be retained as a preference for Architectural Review Committees approval for fencing in lieu thereof.
15. The designs and landscape content of any buffering along Thompson Road and/or Gray Road shall be subject to the Landscape Administrators approval.



16. The Developer shall join the Cherry Tree Owner's Association in seeking from the Department of Transportation a removal of the use of the stub street to Cherry Field Drive.
17. Any entrances to the development from established arteries shall be of the Boulevard design.
18. Upon request from DCAM, owner shall dedicate up to sixty (60') feet off the centerline of Thompson Road and up to thirty-five (35') of the centerline of Gray Road to the City of Indianapolis, by and through its Department of Public Works (DPW).
19. All infrastructures (streets, sidewalks, sewers, etc.) shall be built to the City of Indianapolis' subdivision design standards subject to waiver of sidewalks on short cul-de-sacs.
20. All necessary permits for particular site improvements shall be obtained prior to the commencement of the permitted site improvement.
21. The overall development drainage plans, perimeter landscape plans (not individual lot plans) and final plat(s) shall be provided to the representatives of Carson Square Homeowners Association and Cherry Tree Homeowners Association at the same time they are submitted to the City of approval for input but without any actual or inferred veto powers.
22. Within the White Oak Woods Development the model home complex (comprised of two or more homes) shall have at least one of these homes be a two-story with a brick wrap extending to the first floor of the elevation.
23. No aluminum siding shall be permitted as an exterior building material for residences in the development, except for soffits and fascia.
24. All assurances herein shall be included in any final development statement in the DP zoning approved for this development.
25. The real estate shall be developed in substantial conformance with the final conceptual site plan presented to and approved by the Metropolitan Development Commission in the DP zoning matter approved for this development subject to all government approvals.

26. The minimum lot size for the duplex portion of the development shall be as provided by the D5 classification of the Dwelling Districts Zoning Ordinance, while the minimum lot size for the balance of the Development will be 10,000 square foot except for the subdivision control ordinance variable with all other Development Standards of the D3 classification being applicable except for the aggregate side yard, which is reduced to 13 feet with no less than 5 feet on one side and except for a percentage of open space per Lot of 65% rather than 70%. No two adjoining homes will be separated by less than 12 feet.
27. Any fencing erected within the back yards of the lots, in the duplex portion of the development, shall be uniform in type and style and subject to the approval of the Architectural Review Committee. The White Oak Farms duplex development will only have 42 inch black vinyl coated chain link fence. The White Oak Woods development will only have perimeter 42 inch black vinyl coated chain link fence on Lots 1-11 inclusive and Lot 76. All other fences on the non-exterior lots of the balance of the development shall be subject to the approval of the Architectural Review Committee who will be charged to consider the compatibility of fencing styles and materials.
28. White Oak Farms – 100% of the duplex homes will be brick on the first floor of the elevation exclusive of doors, gables, vinyl trim and windows and other openings.

White Oak Woods – 90% of the single family detached homes will have 50% of the front elevation brick or masonry on the first floor – exclusive of doors, gables, vinyl trim and windows and other openings. This assurance provides for a maximum of 10% of the single family homes to be built of a colonial style that would not lend itself to the application of brick/masonry materials.

Additionally, Lots 1-11 in White Oak <sup>(Woods)</sup>~~Farms~~ will have the 100% of the first floor elevation on all sides exclusive of doors, gables, vinyl trim and windows and other openings to be of masonry exterior. Masonry exterior is defined as brick, stone, fibrouscement siding and stucco.

29. All single family detached homes will have the following minimum roof pitch:
- a. main body of house – 6/12

- b. gables facing the street – 8/12
- c. porches and other – 4/12

while the duplexes shall have a roof pitch of 5/12.

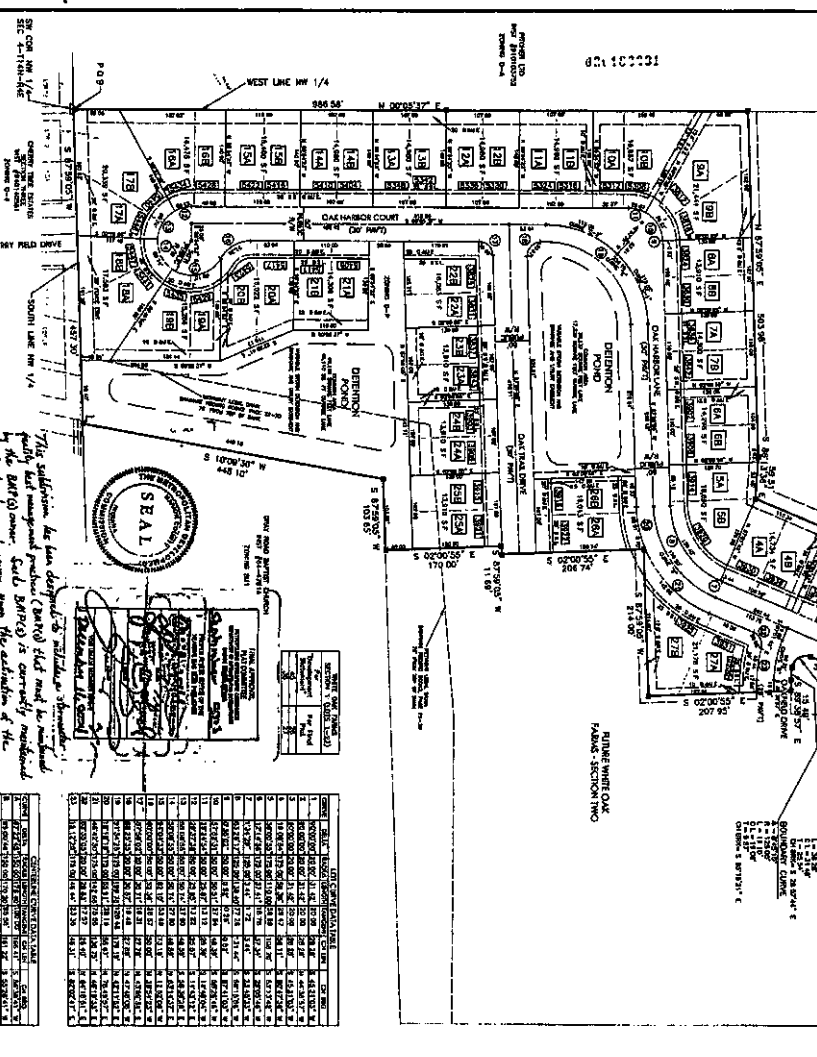
- 30. Hansen & Horn is the proposed home builder of the single family detached homes. In the unlikely event Hansen & Horn elects to no longer build homes in this development; any successor builder shall be selected with home styles and quality significantly comparable to the homes made available by Hansen & Horn with due regard to the copyright rights of Hansen & Horn.
- 31. The building standards of the Architectural Review Committee and its approval shall give due regard to avoid substantial duplicates in style and color on adjoining lots and lots frontage on the same street.
- 32. The size, shape and location on the Lot of satellite receiving dishes and antennas shall be no larger and no more restrictive than allowed by law. If an acceptable quality signal can be achieved with a single satellite dish and/or a single antenna, no lot shall have more than one satellite dish and one antenna without the prior approval of the Architectural Review Committee. To the extent that acceptable reception may be obtained, any satellite dish or antenna shall be attached to the house and installed on the back of the house. The Design Guidelines may impose requirements (which do not impair reception or result in significant additional expense) for painting or screening of satellite dishes and antenna, location, and other restrictions on antenna and satellite dishes.
- 33. The elevations of the homes of Hansen & Horn shall be identical or significantly similar to the elevations attached as Attachment "1" thereto. Any additional elevations, not a part of this original document for homes, proposed shall be subject to the approval of the Architectural Review Committee, prior to the application of an Improvement Location Permit. The Architectural Review Committee may include one or more advisory non-voting members from the surrounding community at the option of the Developer. The decision of the Architectural Review Committee shall be conclusive as to the interpretation of what is significantly similar.
- 34. Any homes having vinyl on any portion of the exterior shall have vinyl of the gauge of .040 using vinyl made by Certain Teed in combination with

OSB board to be installed by an approved list of installers supplied by the Developer.

35. Developer/Homeowner Association reserve the right to install fountains in the detention ponds for aesthetic purposes giving due regard for its ineffectiveness to control algae, its being a safety risk and its ongoing cost of operation and maintenance.
36. Any rental of residential units shall be subject to a written and executed agreement which mandates the tenants compliance with all covenants and restrictions of record. Such agreement shall be made available to the Compulsory Homeowners Association upon request.

S24358\_3





**LEGEND**

1" = 200' FT  
 1" = 100' FT  
 1" = 50' FT

**NORTH**

0 50 100  
 SCALE: 1" = 100'

- LEGEND**
1. LOT NUMBER
2. LOT AREA
3. DISTANCE FROM CORNER
4. DISTANCE FROM CENTERLINE
5. DISTANCE FROM ADJACENT LOT
6. DISTANCE FROM ADJACENT ROAD
7. DISTANCE FROM ADJACENT POND
8. DISTANCE FROM ADJACENT UTILITY
9. DISTANCE FROM ADJACENT CURVE
10. DISTANCE FROM ADJACENT STRAIGHT

**SEAL**

*[Handwritten signature and notes]*

**TABLE**

LOT NO.	ACRES	ADJ. ROAD
1	0.48	None
2	0.48	None
3	0.48	None
4	0.48	None
5	0.48	None
6	0.48	None
7	0.48	None
8	0.48	None
9	0.48	None
10	0.48	None
11	0.48	None
12	0.48	None
13	0.48	None
14	0.48	None
15	0.48	None
16	0.48	None
17	0.48	None
18	0.48	None
19	0.48	None
20	0.48	None
21	0.48	None
22	0.48	None
23	0.48	None
24	0.48	None
25	0.48	None
26	0.48	None
27	0.48	None
28	0.48	None
29	0.48	None
30	0.48	None
31	0.48	None
32	0.48	None
33	0.48	None
34	0.48	None
35	0.48	None
36	0.48	None
37	0.48	None
38	0.48	None
39	0.48	None
40	0.48	None
41	0.48	None
42	0.48	None
43	0.48	None
44	0.48	None
45	0.48	None
46	0.48	None
47	0.48	None
48	0.48	None
49	0.48	None
50	0.48	None
51	0.48	None
52	0.48	None
53	0.48	None
54	0.48	None

**FINAL PLAT**

**WHITE OAK FARMS - SECTION ONE**

**PERRY TOWNSHIP, MARION COUNTY, INDIANA**

**ZONED D-P**

I, the undersigned, being duly qualified and sworn as a Surveyor of Marion County, Indiana, do hereby certify that the foregoing is a true and correct copy of the original plat of the White Oak Farms - Section One, as shown to me by the owner of the same.

*[Signature]*

Surveyor of Marion County, Indiana

**NOTICE TO DEPOSITORS**

The undersigned, being duly qualified and sworn as a Surveyor of Marion County, Indiana, do hereby certify that the foregoing is a true and correct copy of the original plat of the White Oak Farms - Section One, as shown to me by the owner of the same.

*[Signature]*

Surveyor of Marion County, Indiana

**THE STATE OF INDIANA**

**COUNTY OF MARION**

**NOTICE TO DEPOSITORS**

The undersigned, being duly qualified and sworn as a Surveyor of Marion County, Indiana, do hereby certify that the foregoing is a true and correct copy of the original plat of the White Oak Farms - Section One, as shown to me by the owner of the same.

*[Signature]*

Surveyor of Marion County, Indiana

**SEAL**

*[Handwritten notes and signatures]*

# WHITE OAK FARMS -

## PERRY TOWNSHIP, MARION

### ZONED D-P

METROPOLITAN SCHOOL DISTRICT  
 OF PERRY TWP OF MARION CO., IN  
 INST #2000-0108956  
 ZONING D-A

DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 4, TOWNSHIP 14 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, PERRY TOWNSHIP, MARION COUNTY, INDIANA, DESCRIBED AS FOLLOWS

BEGINNING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION, THENCE ALONG THE WEST LINE THEREOF NORTH 00 DEGREES 05 MINUTES 37 SECONDS EAST (ASSUMED BEARING) 986 58 FEET, THENCE PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION NORTH 87 DEGREES 59 MINUTES 05 SECONDS EAST 503 98 FEET, THENCE SOUTH 86 DEGREES 13 MINUTES 36 SECONDS EAST 59 51 FEET, THENCE NORTH 22 DEGREES 58 MINUTES 18 SECONDS EAST 337 80 FEET, THENCE NORTH 19 DEGREES 04 MINUTES 44 SECONDS EAST 70 44 FEET, THENCE NORTH 74 DEGREES 04 MINUTES 43 SECONDS EAST 109 43 FEET, THENCE SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST 309 26 FEET, THENCE SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 36 99 FEET, THENCE SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST 200 00 FEET TO THE CENTERLINE OF GRAY ROAD, THENCE ALONG LAST SAID CENTERLINE SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 135 01 FEET, THENCE NORTH 89 DEGREES 38 MINUTES 57 SECONDS WEST 389 68 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 125 00 FEET, THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 22 MINUTES 45 SECONDS 147 00 FEET, THENCE SOUTH 22 DEGREES 58 MINUTES 18 SECONDS WEST 83 37 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 67 DEGREES 01 MINUTE 42 SECONDS EAST 20 00 FEET, THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 103 DEGREES 52 MINUTES 05 SECONDS 36 26 FEET TO A COMPOUND CURVE CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEARS NORTH 09 DEGREES 06 MINUTES 14 SECONDS EAST 125 00 FEET, THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 45 MINUTES 10 SECONDS 19 10 FEET, THENCE SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST 15 49 FEET, THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 207 95 FEET, THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 214 00 FEET, THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 206 74 FEET, THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 11 69 FEET, THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 170 00 FEET TO THE CENTERLINE OF AN EXISTING DITCH THE NEXT TWO (2) COURSES FOLLOW ALONG LAST SAID CENTERLINE, 1) THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST 103 65 FEET, 2) THENCE SOUTH 10 DEGREES 09 MINUTES 30 SECONDS WEST 448 10 FEET TO THE SOUTH LINE OF SAID QUARTER SECTION, THENCE ALONG LAST SAID SOUTH LINE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST 457 30 FEET TO THE POINT OF BEGINNING CONTAINING 17 259 ACRES, MORE OR LESS, SUBJECT RIGHTS-OF-WAY, EASEMENTS AND RESTRICTIONS

THIS SUBDIVISION CONSISTS OF 54 LOTS, NUMBERED 1A THROUGH 27B AND COMMON AREAS TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON

THE SIZE OF LOTS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER \_\_\_\_\_ IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA

I, THE UNDERSIGNED, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED WITHIN THE CROSS REFERENCED SURVEY PLAT, AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCE SURVEY ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

WITNESS MY SIGNATURE THIS 2nd DAY OF SEPTEMBER 2003





1  
C  
/  
C  
/  
V  
C  
"  
E  
2  
S  
C  
"  
/  
/  
I  
C  
3  
S  
:  
/  
/  
C  
F  
E  
C  
C  
V  
/  
C  
T  
4  
N  
E  
F  
L  
C  
H  
/  
E  
V  
S  
L  
S  
C  
A  
S  
5  
/  
H  
S  
/  
6  
C  
V  
F  
C  
A  
V  
T  
E  
C  
V

SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

WITNESS MY SIGNATURE THIS 2nd DAY OF SEPTEMBER 2003

  
JEFFREY D. KNARR  
PROFESSIONAL LAND SURVEYOR  
INDIANA 20100069



THE UNDERSIGNED, WHITE OAK DEVELOPMENT L L C , BY ITS CO-MANAGERS, BEING THE OWNER OF THE WITHIN DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THE WITHIN PLAT THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS "WHITE OAK FARMS - SECTION ONE", A SUBDIVISION IN MARION COUNTY, PERRY TOWNSHIP, INDIANA

IN ADDITION TO THE WITHIN PLAT RESTRICTIONS, ALL LANDS IN THE SUBDIVISION AND THE USE OF THE LANDS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS, SHALL BE SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "WHITE OAK FARMS" ("DECLARATION") TO BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, BEFORE TITLE TO ANY LOT IS TRANSFERRED FROM WHITE OAK DEVELOPMENT, LLC

THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HERBY DEDICATED TO THE CITY OF INDIANAPOLIS, MARION COUNTY

THE FOLLOWING DEVELOPMENT STANDARDS APPEAR IN THE "DEVELOPMENT STATEMENT" IN ZONING CAUSE #2002-ZON-099, (2002-DP-008) FOR THIS REAL ESTATE AND ARE REPEATED HEREIN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS PLAT COVENANTS ANY DILUTION IN ANY OF THESE STANDARDS REQUIRE ADDITIONAL ZONING APPROVAL

A EACH HALF OF A DUPLEX (DWELLING) SHALL HAVE A LIVING AREA (EXCLUSIVE OF GARAGE, OPEN PORCHES AND VERANDAS) OF 1400 SQUARE FEET

B ALL HOMES, EXCLUSIVE OF WOOD AND VINYL TRIM, GABLES, WINDOWS AND DOORS, WILL BE MASONRY (BRICK STONE, FIBER CEMENT SIDING, STUCCO)

C EACH RESIDENCE SHALL HAVE AT LEAST A 2 CAR ATTACHED GARAGE AND A PAVED DRIVEWAY

D ZONING STANDARDS AT TIME OF PLATTING.  
MINIMUM REAR YARD 20'  
MINIMUM SIDE YARD 10' TOTAL, NO SIDE LESS THAN 3'

E CONTROL PRESERVATION EASEMENT  
TEN FEET IN WIDTH SOMEWHERE WITHIN A TWENTY FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE REAR OF LOTS NUMBER 9 THROUGH 18 TAKING INTO ACCOUNT UTILITY AND DRAINAGE TREES CANNOT BE REMOVED WITHOUT THE WRITTEN APPROVAL OF THE APPLICABLE HOME OWNERS ASSOCIATION

F 60% OPEN SPACE REQUIREMENT

G ALL LOTS AND DWELLING UNITS SHALL BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES AND SHALL BE LIMITED AS STATED IN ONE OF THE FOLLOWING COVENANTS OF WHITE OAK FARMS WHICH IS REPEATED THEREFROM FOR EASE OF REFERENCE AS FOLLOWS

NO ONE UNDER THE AGE OF FIFTY-FIVE (55) YEARS OF AGE SHALL BE A RESIDENT OF A DWELLING ON A LOT OTHER THAN THE FOLLOWING EXCEPTIONS

A LIVE-IN CARETAKER WHO DOES NOT MEET THE AGE REQUIREMENTS MAY BE PERMITTED TO DWELL IN WHITE OAK FARMS IF REQUIRED DUE TO THE RESIDENT-OWNER'S POOR HEALTH OR HANDICAP IF THE RESIDENT DIES OR NO LONGER NEEDS A CARETAKER, THE CARETAKER MUST VACATE THE RESIDENCE WITHIN THIRTY (30) DAYS OF SUCH OCCURRENCE THE BOARD DEFINED IN THE DECLARATION MAY VERIFY THE NEED OF A CARETAKER IN SUCH CASES THROUGH REQUIREMENT OF AN ATTENDING PHYSICIAN'S STATEMENT OR OTHER SUCH PROOF OF NEED

A NON-AMBULATORY AND /OR DEVELOPMENTALLY DISABLED DEPENDENT CHILD OR A RESIDENT LOT OWNER WHO MEETS THE AGE RESTRICTIONS REQUIREMENT, MAY LIVE WITH THE PARENT(S) IN WHITE OAK FARMS REGARDLESS OF THE CHILD'S AGE THE CHILD'S CONDITION AND NEED IS SUBJECT TO VERIFICATION BY THE BOARD

6 E  
V  
F  
C  
A  
V  
J  
E  
C  
V  
T  
R  
F  
C  
F  
  
7 E  
V  
A  
T  
A  
R  
  
8 T  
R  
L  
C  
F  
C  
T  
  
9 C  
S  
C  
R  
A  
C  
T  
Y  
F  
E  
S  
V  
R  
E  
A  
S  
R  
  
10 T  
R  
C  
  
IN  
DA  
-  
  
W  
  
B



THE UNDERSIGNED, WHITE OAK DEVELOPMENT L L C , BY ITS CO-MANAGERS, BEING THE OWNER OF THE WITHIN DESCRIBED REAL ESTATE, DOES HEREBY LAYOFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THE WITHIN PLAT THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS "WHITE OAK FARMS - SECTION ONE", A SUBDIVISION IN MARION COUNTY, PERRY TOWNSHIP, INDIANA

IN ADDITION TO THE WITHIN PLAT RESTRICTIONS, ALL LANDS IN THE SUBDIVISION AND THE USE OF THE LANDS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS, SHALL BE SUBJECT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF "WHITE OAK FARMS" ("DECLARATION") TO BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, BEFORE TITLE TO ANY LOT IS TRANSFERRED FROM WHITE OAK DEVELOPMENT, LLC

THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HERBY DEDICATED TO THE CITY OF INDIANAPOLIS, MARION COUNTY

THE FOLLOWING DEVELOPMENT STANDARDS APPEAR IN THE "DEVELOPMENT STATEMENT" IN ZONING CAUSE #2002-ZON-099, (2002-DP-008) FOR THIS REAL ESTATE AND ARE REPEATED HEREIN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS PLAT COVENANTS ANY DILUTION IN ANY OF THESE STANDARDS REQUIRE ADDITIONAL ZONING APPROVAL

A EACH HALF OF A DUPLEX (DWELLING) SHALL HAVE A LIVING AREA (EXCLUSIVE OF GARAGE, OPEN PORCHES AND VERANDAS) OF 1400 SQUARE FEET

B ALL HOMES, EXCLUSIVE OF WOOD AND VINYL TRIM, GABLES, WINDOWS AND DOORS, WILL BE MASONRY (BRICK STONE, FIBER CEMENT SIDING, STUCCO)

C EACH RESIDENCE SHALL HAVE AT LEAST A 2 CAR ATTACHED GARAGE AND A PAVED DRIVEWAY

D ZONING STANDARDS AT TIME OF PLATTING.

MINIMUM REAR YARD 20'

MINIMUM SIDE YARD 10' TOTAL, NO SIDE LESS THAN 3'

E CONTROL PRESERVATION EASEMENT

TEN FEET IN WIDTH SOMEWHERE WITHIN A TWENTY FOOT DRAINAGE AND UTILITY EASEMENT ALONG THE REAR OF LOTS NUMBER 9 THROUGH 18 TAKING INTO ACCOUNT UTILITY AND DRAINAGE TREES CANNOT BE REMOVED WITHOUT THE WRITTEN APPROVAL OF THE APPLICABLE HOME OWNERS ASSOCIATION

F 60% OPEN SPACE REQUIREMENT

G ALL LOTS AND DWELLING UNITS SHALL BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES AND SHALL BE LIMITED AS STATED IN ONE OF THE FOLLOWING COVENANTS OF WHITE OAK FARMS WHICH IS REPEATED THEREFROM FOR EASE OF REFERENCE AS FOLLOWS

NO ONE UNDER THE AGE OF FIFTY-FIVE (55) YEARS OF AGE SHALL BE A RESIDENT OF A DWELLING ON A LOT OTHER THAN THE FOLLOWING EXCEPTIONS

A LIVE-IN CARETAKER WHO DOES NOT MEET THE AGE REQUIREMENTS MAY BE PERMITTED TO DWELL IN WHITE OAK FARMS IF REQUIRED DUE TO THE RESIDENT-OWNER'S POOR HEALTH OR HANDICAP IF THE RESIDENT DIES OR NO LONGER NEEDS A CARETAKER, THE CARETAKER MUST VACATE THE RESIDENCE WITHIN THIRTY (30) DAYS OF SUCH OCCURRENCE THE BOARD DEFINED IN THE DECLARATION MAY VERIFY THE NEED OF A CARETAKER IN SUCH CASES THROUGH REQUIREMENT OF AN ATTENDING PHYSICIAN'S STATEMENT OR OTHER SUCH PROOF OF NEED

A NON-AMBULATORY AND /OR DEVELOPMENTALLY DISABLED DEPENDENT CHILD OR A RESIDENT LOT OWNER WHO MEETS THE AGE RESTRICTIONS REQUIREMENT, MAY LIVE WITH THE PARENT(S) IN WHITE OAK FARMS REGARDLESS OF THE CHILD'S AGE THE CHILD'S CONDITION AND NEED IS SUBJECT TO VERIFICATION BY THE BOARD

A SPOUSE OF A RESIDENT LOT OWNER WHO IS UNDER THE AGE OF FIFTY-FIVE MAY LIVE IN WHITE OAK FARMS SECTION ONE AS LONG AS THE TITLE OWNER IS AT LEAST FIFTY-FIVE YEARS OF AGE THE UNDERAGE SPOUSE MAY JOINTLY OWN THE LOT IN WHITE OAK FARMS - SECTION ONE

H OTHER DEVELOPMENT STANDARDS, INCLUDING BUT NOT LIMITED TO LOT SIZE, FRONT, REAR AND SIDE YARD CLEARANCE ARE FOUND IN THE DWELLING DISTRICT ORDINANCE UNDER THE DSII CLASSIFICATION, SUBJECT TO THE SUBDIVISION CONTROL ORDINANCE VARIABLE FOR LOT SIZE AND THE WIDTH OF THE LOTS AT THE BUILDING SETBACK LINE

1 EASEMENTS

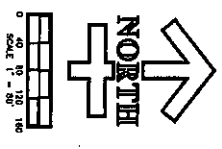
THERE ARE STRIPS OF GROUND MARKED "SANITARY SEWER, EASEMENTS" (S S E ) AND "DRAINAGE AND UTILITY EASEMENTS" (D &U E ) SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES, NOT INCLUDING TRANSPORTATION COMPANIES, FOR INSTALLATION AND MAINTENANCE OF POLES, MAINS SEWERS, DRAINS, DUCTS, LINES AND WIRES PURCHASERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE EASEMENTS HEREBY CREATED AND SUBJECT AT ALL

7 E  
V  
A  
T  
A  
R  
  
8 T  
R  
L  
C  
F  
C  
T  
  
9 D  
S  
C  
R  
A  
C  
T  
I  
F  
E  
S  
V  
R  
E  
A  
S  
R  
  
10 T  
R  
C  
  
I  
N  
D  
A  
-  
  
W  
I  
  
B  
Y  
  
B  
Y  
  
S  
T  
  
C  
C  
  
B  
E  
P  
E  
B  
E  
H  
I  
  
N  
C  
  
M  
Y

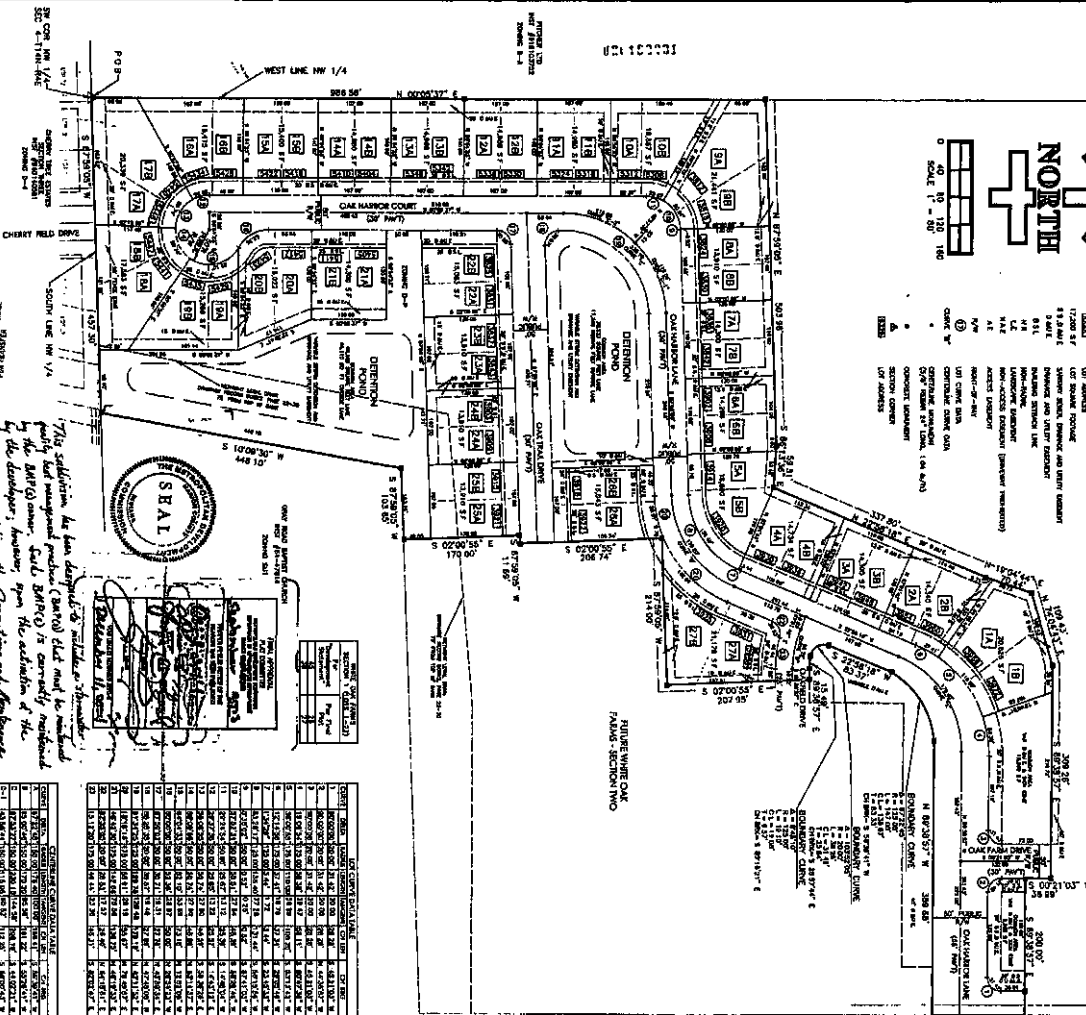
# SECTION ONE ION COUNTY, INDIANA D D-P

TIMES TO THE RIGHTS OF PROPER AUTHORITIES TO SERVICE THE UTILITIES EASEMENTS HEREBY CREATED, AND NO PERMANENT STRUCTURE OF ANY KIND, AND NO PART THEREOF EXCEPT FENCES AND SIDEWALKS SHALL BE BUILT, ERECTED OR MAINTAINED ON SAID "EASEMENTS" THERE ARE STRIPS OF GROUND, AS SHOWN ON THE PLAT, MARKED "LANDSCAPE EASEMENT" (L.E) WHICH ARE RESERVED AS EASEMENTS FOR USE BY THE WHITE OAK FARMS HOMEOWNERS ASSOCIATION, ITS SUCCESSORS AND ASSIGNS TO MAINTAIN THE LANDSCAPE AREAS, ISLANDS, DRIVEWAY PAVEMENT, FENCES AND WALLS AS DEFINED IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHITE OAK FARMS SUBDIVISION (THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED "NON-ACCESS DRIVE EASEMENT" (N.A.E) WHICH RESTRICT ANY AND ALL VEHICULAR TRAFFIC (EXCEPT EMERGENCY VEHICLES FROM ACCESS TO THE PROPERTY ALONG THESE LIMITS))

- 2 STORM DRAINAGE COVENANT (DRAINAGE AND FLOOD CONTROL) AS STATED IN SECTION 105-41, THE OWNER(S) OF THIS PARCEL SHALL INCLUDE THE FOLLOWING COVENANT ON THE RECORDED PLAT "IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE DRAINAGE PLAN AS APPROVED FOR THIS PLAT BY THE DEPARTMENT OF CAPITAL ASSET MANAGEMENT OF THE CITY OF INDIANAPOLIS AND THE REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THIS PLAT ISSUED BY SAID DEPARTMENT "
- 3 SANITARY SEWER COVENANTS  
THE OWNER(S) OF THIS PARCEL SHALL INCLUDE THE FOLLOWING COVENANT ON THE RECORDED PLAT, AS PER SECTION 27-157  
"IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE SANITARY SEWER CONSTRUCTION APPROVED BY THE DEPARTMENT OF CAPITAL ASSET MANAGEMENT AND THE REQUIREMENTS OF ALL SANITARY SEWER CONSTRUCTION PERMITS FOR THIS PLAN ISSUED BY SAID DEPARTMENT OWNER FURTHER COVENANTS THAT NO BUILDING, STRUCTURE, TREE OR OTHER OBSTRUCTION SHALL BE ERECTED, MAINTAINED, OR ALLOWED TO CONTINUE ON THE PORTION OF THE OWNERS' REAL ESTATE IN WHICH THE EASEMENT AND RIGHT-OF-WAY IS GRANTED WITHOUT EXPRESS WRITTEN PERMISSION, WHEN DULY RECORDED, SHALL RUN WITH THE REAL ESTATE THE DEPARTMENT, AND ITS AGENTS, SHALL HAVE THE RIGHT TO INGRESS AND EGRESS, FOR TEMPORARY PERIODS ONLY, OVER THE OWNERS' REAL ESTATE ADJOINING SAID EASEMENTS AND RIGHT-OF-WAY, WHEN NECESSARY TO CONSTRUCT, REPAIR OR MAINTAIN SANITARY SEWER FACILITIES "
- 4 NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS THE SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND NINE (9) FEET ABOVE ROADWAYS SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING THEM AT POINTS TWENTY FIVE (25) FEET FROM THE INTERSECTION OF THE STREET PROPERTY LINES, OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET PROPERTY LINES EXTENDED THE SAME SIGHT LINE LIMITATIONS SHALL APPLY ON ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET PROPERTY LINES EXTENDED WITH THE EDGE OF A DRIVEWAY PAVEMENT NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCE OF SUCH INTERSECTIONS UNLESS THE FOLIAGE LINE IS MAINTAINED AT SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION, OF SUCH SIGHT LINES NO DRIVEWAY SHALL BE LOCATED WITHIN FORTY (40) FEET OF THE INTERSECTION OF TWO (2) STREET LINES ALL SIDEWALKS SHALL BE CONSTRUCTED BY LOT OWNERS IN ACCORDANCE WITH DCAM STANDARDS AND SHALL BE COMPLETED AT SUCH TIME AS THE DRIVEWAY ON THE LOT IS CONSTRUCTED, OR WITHIN TWELVE (12) MONTHS OF THE DATE SUCH LOT IS INITIALLY CONVEYED BY THE UNDERSIGNED, WHICHEVER DATE SHALL FIRST OCCUR
- 5 ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL BE PERPETUATED, AND ALL OWNERS OF LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965, AND AMENDMENTS THERETO
- 6 DRAINAGE SWALES (DITCHES) OR DRAINAGE RETENTION AREAS ALONG DEDICATED ROADWAYS AND WITHIN THE RIGHT-OF-WAY, OR ON DEDICATED EASEMENTS ARE NOT TO BE ALTERED, DUG OUT, FILLED IN, TILED, OR OTHERWISE CHANGED WITHOUT THE WRITTEN PERMISSION OF THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS AND THE ARCHITECTURAL CONTROL COMMITTEE PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SODDED GRASS AREAS OR OTHER NON-ERODING SURFACES WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT SAID DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER DRIVEWAYS MAY BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATELY SIZED CULVERTS OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS ANY PROPERTY OWNER ALTERING, CHANGING, OR DAMAGING SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN 10 DAYS NOTICE BY CERTIFIED MAIL TO



LEGEND:
1. LOT NUMBER
2. LOT AREA
3. LOT FRONTAGE
4. LOT DEPTH
5. LOT WIDTH
6. LOT AREA (ACRES)
7. LOT FRONTAGE (FEET)
8. LOT DEPTH (FEET)
9. LOT WIDTH (FEET)
10. LOT AREA (SQUARE FEET)
11. LOT FRONTAGE (METERS)
12. LOT DEPTH (METERS)
13. LOT WIDTH (METERS)
14. LOT AREA (SQUARE METERS)
15. LOT FRONTAGE (FEET)
16. LOT DEPTH (FEET)
17. LOT WIDTH (FEET)
18. LOT AREA (SQUARE FEET)
19. LOT FRONTAGE (METERS)
20. LOT DEPTH (METERS)
21. LOT WIDTH (METERS)
22. LOT AREA (SQUARE METERS)



This subdivision has been found to comply with the requirements of the zoning ordinance. The subdivision is hereby approved for the purpose of residential use. The subdivision is subject to all other applicable requirements.

Table with columns for Lot No., Area (Acres), Area (Sq Ft), and Frontage (Feet). Lists lots 1 through 40 with their respective dimensions.

0361025031

200301025031

FINAL PLAT
WHITE OAK FARMS - SECTION ONE
PERRY TOWNSHIP, MARION COUNTY, INDIANA
ZONED D-P

THE STATE OF INDIANA, MARION COUNTY, PERRY TOWNSHIP, AND THE WHITE OAK FARMS DEVELOPMENT, INC., do hereby certify that the following is a true and correct copy of the final plat of the subdivision of the land shown on the attached map for the purpose of residential use. The subdivision is subject to all other applicable requirements.

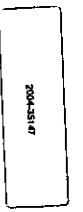
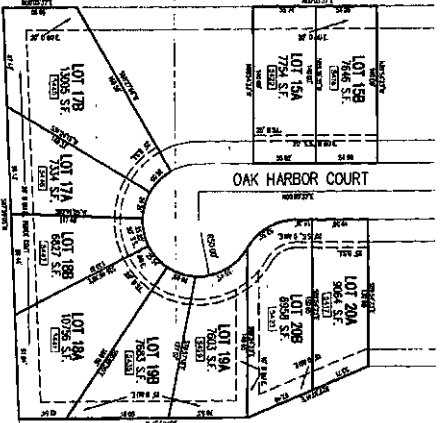
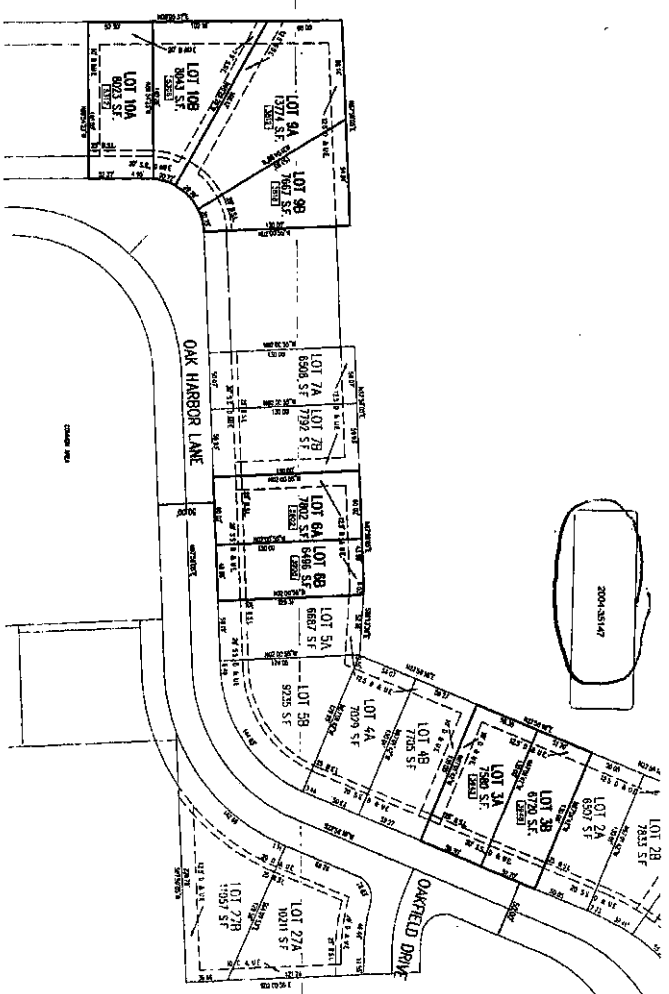


0361025031

0361025031

RECEIVED FOR RECORD  
 MAR 23 - 6 AM 10:14  
 1-2-20  
 MARION COUNTY RECORDER

**WHITE OAK FARMS**  
**REPLAT OF LOTS 3, 6, 9, 10, 15, 17, 18, 19 AND 20 - FINAL PLAT**  
**PART OF THE NW 1/4 SECTION 4-T-18-R-1E**  
**MARION COUNTY, INDIANA**



**PLAT OF LOTS 3, 6, 9, 10, 15, 17, 18, 19 AND 20 - FINAL PLAT**  
 PART OF THE NW 1/4 SECTION 4-T-18-R-1E  
 MARION COUNTY, INDIANA  
 PREPARED BY  
*[Signature]*  
 ATTORNEY AT LAW

APPROVED THIS 4TH  
 DAY OF MARCH 2004  
 BY THE MARION COUNTY  
 BOARD OF ZONING AND  
 PLANNING

I, the undersigned, being duly qualified and sworn, do hereby certify that I am the holder of the title of the above and that the above is a true and correct copy of the original as recorded in the office of the Recorder of Marion County, Indiana, and that the same is a true and correct copy of the original as recorded in the office of the Recorder of Marion County, Indiana. I have this day duly filed for record in the office of the Recorder of Marion County, Indiana, and the same is hereby recorded in the office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Recorder of Marion County, Indiana, at Marion, Indiana, this 23rd day of March, 2004.

*[Signature]*  
 RECORDER OF MARION COUNTY, INDIANA

WE HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Recorder of Marion County, Indiana, at Marion, Indiana, this 23rd day of March, 2004.

*[Signature]*  
 RECORDER OF MARION COUNTY, INDIANA

WE HEREBY CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL AS RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the Recorder of Marion County, Indiana, at Marion, Indiana, this 23rd day of March, 2004.

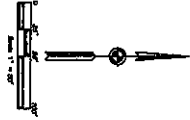
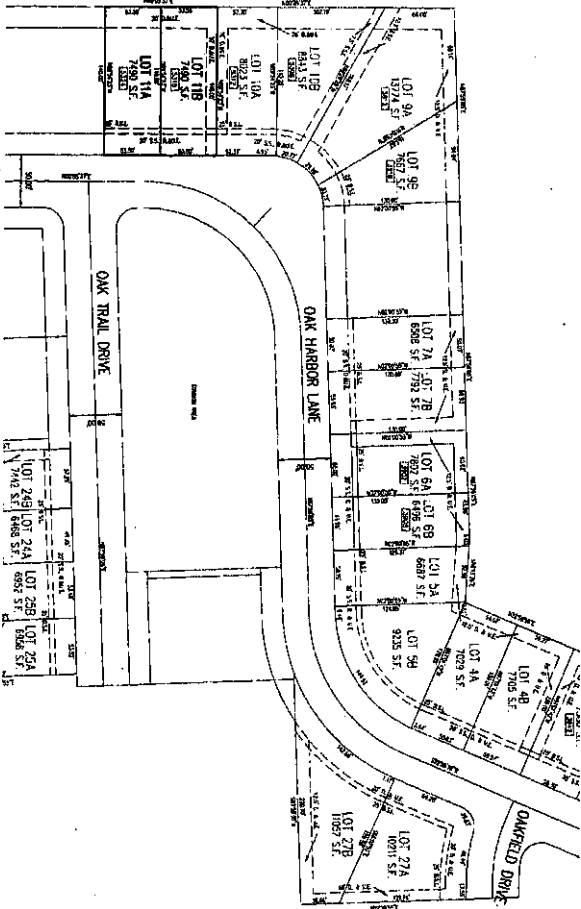
*[Signature]*  
 RECORDER OF MARION COUNTY, INDIANA

**LEGEND**  
 O - OWNER'S CERTIFICATE OF TITLE  
 B.H.L. - BOUNDARY LINE  
 S.L. - SURVEY LINE  
 S.C. - SURVEY CORNER  
 S.P. - SURVEY POINT  
 S.A. - SURVEY AREA  
 S.M. - SURVEY MARK  
 S.D. - SURVEY DATA  
 S.E. - SURVEY ERROR  
 S.F. - SURVEY FEATURE  
 S.G. - SURVEY GROUP  
 S.H. - SURVEY HISTORY  
 S.I. - SURVEY INFORMATION  
 S.J. - SURVEY JOURNAL  
 S.K. - SURVEY KEY  
 S.L. - SURVEY LIST  
 S.M. - SURVEY MAP  
 S.N. - SURVEY NUMBER  
 S.O. - SURVEY OFFICE  
 S.P. - SURVEY PLAN  
 S.Q. - SURVEY QUANTITY  
 S.R. - SURVEY RATE  
 S.S. - SURVEY STATE  
 S.T. - SURVEY TIME  
 S.U. - SURVEY UNIT  
 S.V. - SURVEY VALUE  
 S.W. - SURVEY WEIGHT  
 S.X. - SURVEY X-COORDINATE  
 S.Y. - SURVEY Y-COORDINATE  
 S.Z. - SURVEY Z-COORDINATE

**STAKE REQUIREMENTS**  
 1.0 - 1.0000  
 2.0 - 2.0000  
 3.0 - 3.0000  
 4.0 - 4.0000  
 5.0 - 5.0000  
 6.0 - 6.0000  
 7.0 - 7.0000  
 8.0 - 8.0000  
 9.0 - 9.0000  
 10.0 - 10.0000  
 11.0 - 11.0000  
 12.0 - 12.0000  
 13.0 - 13.0000  
 14.0 - 14.0000  
 15.0 - 15.0000  
 16.0 - 16.0000  
 17.0 - 17.0000  
 18.0 - 18.0000  
 19.0 - 19.0000  
 20.0 - 20.0000

**MAIN STREET CONSULTING COMPANY**  
 200 WEST MAIN STREET  
 MARION, INDIANA 44602  
 PH: 724-2345  
 FAX: 724-2346  
 WWW.MAINSTREETCONSULTING.COM

MARION COUNTY RECORDER  
WANDA MARTIN  
2004 - 02/23/07



MARION COUNTY RECORDER  
WANDA MARTIN  
2004 - 02/23/07

WHITE OAK FARMS  
REPLAT OF LOT 11 - FINAL PLAT  
PART OF THE NW 1/4 SECTION 4711-44-R4E  
MARION COUNTY, INDIANA

APPROVAL: [Signature]  
11/18/07 (1703)5  
3/23/08 (1703)5

[Handwritten notes and signatures]



MARION COUNTY RECORDER  
WANDA MARTIN  
2004 - 02/23/07



NOTE: IT IS THE INTENT THAT THE LINES SHOWN REPRESENT THE CORNER POINTS OF THE PLAT.  
ALL LOTS SHALL BE 1/4 ACRES EACH UNLESS OTHERWISE SHOWN.

SEEN:  
C. J. ROYER, COUNTY ENGINEER  
S. L. BARNETT, COUNTY CLERK  
S. J. CHASE, COUNTY CLERK  
S. J. CHASE, COUNTY CLERK  
C. J. ROYER, COUNTY ENGINEER  
S. L. BARNETT, COUNTY CLERK  
S. J. CHASE, COUNTY CLERK  
C. J. ROYER, COUNTY ENGINEER  
S. L. BARNETT, COUNTY CLERK  
S. J. CHASE, COUNTY CLERK

APPROVED: [Signature]  
WANDA MARTIN, COUNTY RECORDER  
2004 - 02/23/07

MARION COUNTY RECORDER  
WANDA MARTIN  
2004 - 02/23/07

MAIN STREET  
COMMERCIAL TRADING COMPANY  
2004 - 02/23/07

THE UNDERSIGNED COUNTY ENGINEER HAS CAUSED THE SURVEY TO BE MADE AND THE LINES TO BE PLACED ON THE MAP OF THIS PLAT TO BE THE CORNER POINTS OF THE PLAT. IT IS THE INTENT THAT THE LINES SHOWN REPRESENT THE CORNER POINTS OF THE PLAT. ALL LOTS SHALL BE 1/4 ACRES EACH UNLESS OTHERWISE SHOWN.

THE UNDERSIGNED COUNTY ENGINEER HAS CAUSED THE SURVEY TO BE MADE AND THE LINES TO BE PLACED ON THE MAP OF THIS PLAT TO BE THE CORNER POINTS OF THE PLAT. IT IS THE INTENT THAT THE LINES SHOWN REPRESENT THE CORNER POINTS OF THE PLAT. ALL LOTS SHALL BE 1/4 ACRES EACH UNLESS OTHERWISE SHOWN.

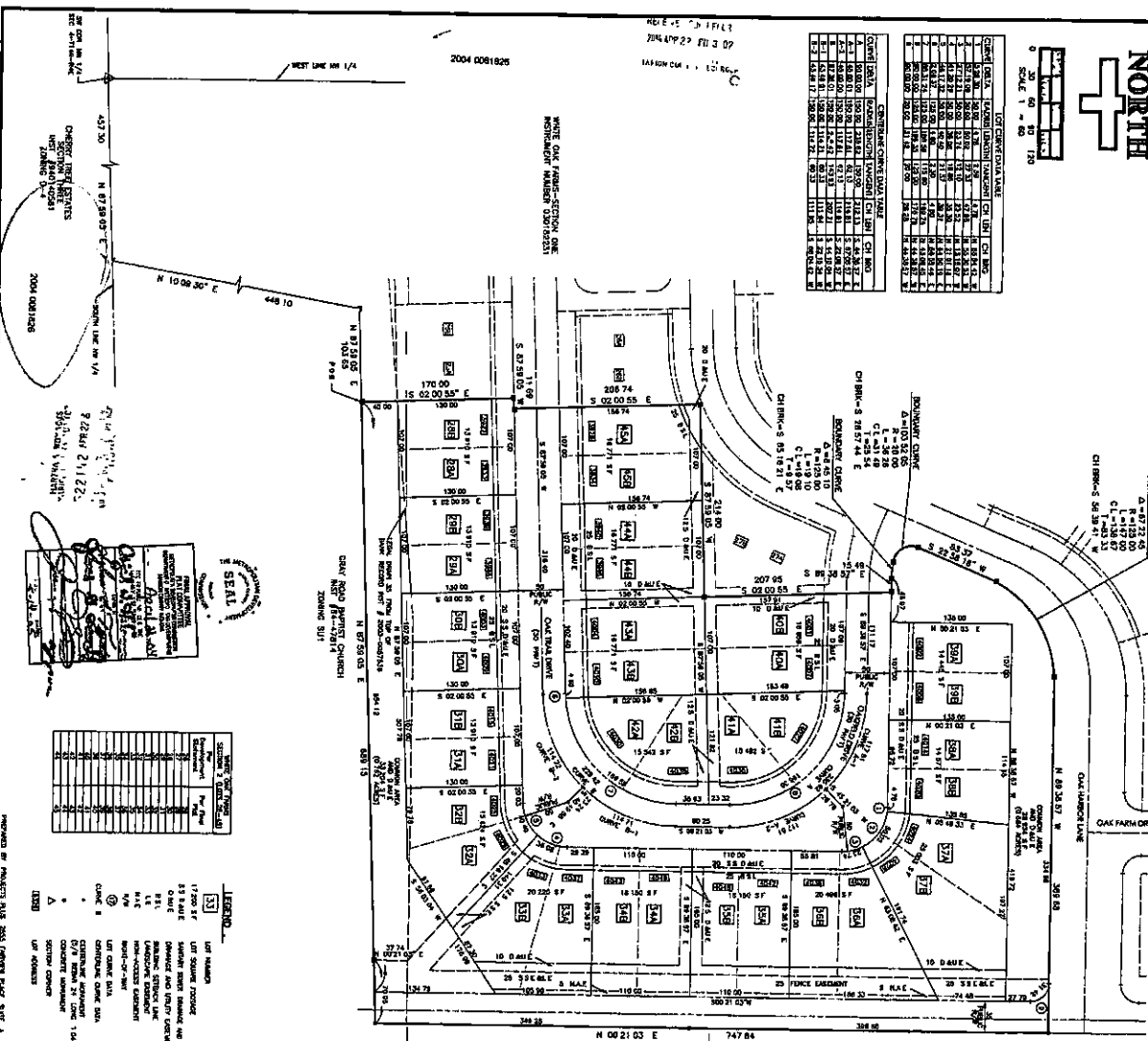
THE UNDERSIGNED COUNTY ENGINEER HAS CAUSED THE SURVEY TO BE MADE AND THE LINES TO BE PLACED ON THE MAP OF THIS PLAT TO BE THE CORNER POINTS OF THE PLAT. IT IS THE INTENT THAT THE LINES SHOWN REPRESENT THE CORNER POINTS OF THE PLAT. ALL LOTS SHALL BE 1/4 ACRES EACH UNLESS OTHERWISE SHOWN.

THE UNDERSIGNED COUNTY ENGINEER HAS CAUSED THE SURVEY TO BE MADE AND THE LINES TO BE PLACED ON THE MAP OF THIS PLAT TO BE THE CORNER POINTS OF THE PLAT. IT IS THE INTENT THAT THE LINES SHOWN REPRESENT THE CORNER POINTS OF THE PLAT. ALL LOTS SHALL BE 1/4 ACRES EACH UNLESS OTHERWISE SHOWN.

THE UNDERSIGNED COUNTY ENGINEER HAS CAUSED THE SURVEY TO BE MADE AND THE LINES TO BE PLACED ON THE MAP OF THIS PLAT TO BE THE CORNER POINTS OF THE PLAT. IT IS THE INTENT THAT THE LINES SHOWN REPRESENT THE CORNER POINTS OF THE PLAT. ALL LOTS SHALL BE 1/4 ACRES EACH UNLESS OTHERWISE SHOWN.



GENERAL DATA - CALCULATED DATA		GENERAL DATA - CALCULATED DATA	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	AREA	1	AREA
2	PERIMETER	2	PERIMETER
3	LENGTH	3	LENGTH
4	BREADTH	4	BREADTH
5	DEPTH	5	DEPTH
6	HEIGHT	6	HEIGHT
7	VOLUME	7	VOLUME
8	WEIGHT	8	WEIGHT
9	TEMPERATURE	9	TEMPERATURE
10	PRESSURE	10	PRESSURE
11	SPEED	11	SPEED
12	ACCELERATION	12	ACCELERATION
13	ANGLE	13	ANGLE
14	DISTANCE	14	DISTANCE
15	TIME	15	TIME
16	ENERGY	16	ENERGY
17	POWER	17	POWER
18	MOMENTUM	18	MOMENTUM
19	IMPULSE	19	IMPULSE
20	STRESS	20	STRESS
21	FORCE	21	FORCE
22	TORQUE	22	TORQUE
23	WORK	23	WORK
24	HEAT	24	HEAT
25	ENTHALPY	25	ENTHALPY
26	INTERNAL ENERGY	26	INTERNAL ENERGY
27	FREE ENERGY	27	FREE ENERGY
28	ENTROPY	28	ENTROPY
29	HEAT CAPACITY	29	HEAT CAPACITY
30	EXPANSION COEFFICIENT	30	EXPANSION COEFFICIENT
31	CONTRACTION COEFFICIENT	31	CONTRACTION COEFFICIENT
32	REFRACTIVE INDEX	32	REFRACTIVE INDEX
33	OPTICAL DENSITY	33	OPTICAL DENSITY
34	WAVELENGTH	34	WAVELENGTH
35	FREQUENCY	35	FREQUENCY
36	PERIOD	36	PERIOD
37	AMPLITUDE	37	AMPLITUDE
38	PHASE	38	PHASE
39	SPEED OF LIGHT	39	SPEED OF LIGHT
40	WAVE NUMBER	40	WAVE NUMBER
41	ANGLE OF REFRACTION	41	ANGLE OF REFRACTION
42	ANGLE OF INCIDENCE	42	ANGLE OF INCIDENCE
43	ANGLE OF REFLECTION	43	ANGLE OF REFLECTION
44	ANGLE OF DIFFRACTION	44	ANGLE OF DIFFRACTION
45	ANGLE OF SCATTERING	45	ANGLE OF SCATTERING
46	ANGLE OF ABSORPTION	46	ANGLE OF ABSORPTION
47	ANGLE OF TRANSMISSION	47	ANGLE OF TRANSMISSION
48	ANGLE OF REFRACTION	48	ANGLE OF REFRACTION
49	ANGLE OF INCIDENCE	49	ANGLE OF INCIDENCE
50	ANGLE OF REFLECTION	50	ANGLE OF REFLECTION



# FINAL PLAT

## WHITE OAK FARMS - SECTION TWO

### PERRY TOWNSHIP, MARION COUNTY, INDIANA

#### ZONED D-P

**STATE OF INDIANA, COUNTY OF MARION, TOWNSHIP OF PERRY.**

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Notary Public for Marion County, Indiana

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Notary Public for Marion County, Indiana



**STATE OF INDIANA, COUNTY OF MARION, TOWNSHIP OF PERRY.**

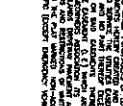
BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day of \_\_\_\_\_, 2004, personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing plat, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Notary Public for Marion County, Indiana

Witness my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

Notary Public for Marion County, Indiana



# WHITE OAK FARMS

## PERRY TOWNSHIP, MARIC

### ZONED I

#### DESCRIPTION

PART OF THE NORTHWEST QUARTER OF SECTION 4 TOWNSHIP 14 NORTH RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN PERRY TOWNSHIP MARION COUNTY INDIANA DESCRIBED AS FOLLOWS

COMMENCING AT THE SOUTHWEST CORNER OF SAID QUARTER SECTION THENCE ALONG THE SOUTH LINE OF SAID QUARTER SECTION NORTH 87 DEGREES 59 MINUTES 05 SECONDS EAST (ASSUMED BEARING) 457 30 FEET TO THE CENTERLINE OF AN EXISTING DITCH THE NEXT THREE (3) COURSES FOLLOW ALONG LAST SAID CENTERLINE 1) THENCE NORTH 10 DEGREES 09 MINUTES 30 SECONDS EAST 448 10 FEET 2) THENCE NORTH 87 DEGREES 59 MINUTES 05 SECONDS EAST 103 65 FEET TO THE POINT OF BEGINNING OF THIS DESCRIBED TRACT 3) THENCE CONTINUING NORTH 87 DEGREES 59 MINUTES 05 SECONDS EAST 689 15 FEET TO THE CENTERLINE OF GRAY ROAD THENCE ALONG LAST SAID CENTERLINE NORTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 747 84 FEET THENCE NORTH 89 DEGREES 38 MINUTES 57 SECONDS WEST 389 68 FEET TO A CURVE CONCAVE SOUTHEASTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 00 DEGREES 21 MINUTES 03 SECONDS WEST 125 00 FEET THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 67 DEGREES 22 MINUTES 45 SECONDS 147 00 FEET THENCE SOUTH 22 DEGREES 58 MINUTES 18 SECONDS WEST 83 37 FEET TO A CURVE CONCAVE NORTHEASTERLY THE RADIUS OF SAID CURVE BEARS SOUTH 67 DEGREES 01 MINUTE 42 SECONDS EAST 20 00 FEET THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 103 DEGREES 52 MINUTES 05 SECONDS 36 26 FEET TO A COMPOUND CURVE CONCAVE NORTHERLY THE RADIUS OF SAID CURVE BEARS NORTH 09 DEGREES 06 MINUTES 14 SECONDS EAST 125 00 FEET THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 08 DEGREES 45 MINUTES 10 SECONDS 19 10 FEET THENCE SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST 15 49 FEET THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 207 95 FEET THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 214 00 FEET THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 206 74 FEET THENCE SOUTH 87 DEGREES 59 MINUTES 05 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID QUARTER SECTION 11 69 FEET THENCE SOUTH 02 DEGREES 00 MINUTES 55 SECONDS EAST 170 00 FEET TO THE POINT OF BEGINNING CONTAINING 10 278 ACRES MORE OR LESS SUBJECT RIGHTS-OF-WAY EASEMENTS AND RESTRICTIONS

THIS SUBDIVISION CONSISTS OF 36 LOTS NUMBERED 28A THROUGH 45B AND COMMON AREAS TOGETHER WITH STREETS AND EASEMENTS AS SHOWN HEREON

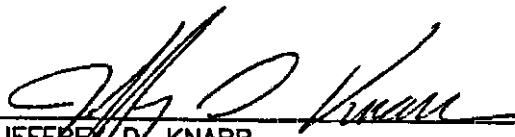
THE SIZE OF LOTS AND WIDTHS OF STREETS AND EASEMENTS ARE SHOWN IN FIGURES DENOTING FEET AND DECIMAL PARTS THEREOF

CROSS-REFERENCE IS HEREBY MADE TO SURVEY PLAT RECORDED AS INSTRUMENT NUMBER 2003-0195431 IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA

I THE UNDERSIGNED HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED IN COMPLIANCE WITH THE LAWS OF THE STATE OF INDIANA AND THAT THE WITHIN PLAT REPRESENTS A SUBDIVISION OF THE LANDS SURVEYED WITHIN THE CROSS REFERENCED SURVEY PLAT AND THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF THERE HAS BEEN NO CHANGE FROM THE MATTERS OF SURVEY REVEALED BY THE CROSS-REFERENCE SURVEY ON ANY LINES THAT ARE COMMON WITH THE NEW SUBDIVISION I FURTHER CERTIFY THAT THE SAID SUBDIVISION WAS PLATTED UNDER MY DIRECT SUPERVISION AND CONTROL AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF

INST #2000-0108956



  
JEFFREY D. KNARR  
PROFESSIONAL LAND SURVEYOR  
INDIANA 20100069



THE UNDERSIGNED WHITE OAK DEVELOPMENT L L C BY ITS CO-MANAGER BEING THE OWNER OF THE WITHIN DESCRIBED REAL ESTATE DOES HEREBY LAYOFF PLAT AND SUBDIVIDE THE SAME INTO LOTS AND STREETS IN ACCORDANCE WITH THE WITHIN PLAT THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS WHITE OAK FARMS - SECTION TWO A SUBDIVISION IN MARION COUNTY PERRY TOWNSHIP INDIANA

IN ADDITION TO THE WITHIN PLAT RESTRICTIONS ALL LANDS IN THE SUBDIVISION AND THE USE OF THE LANDS IN THIS SUBDIVISION BY PRESENT AND FUTURE OWNERS OR OCCUPANTS SHALL BE SUBJECT TO DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF WHITE OAK FARMS ( DECLARATION ) TO BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA BEFORE TITLE TO ANY LOT IS TRANSFERRED FROM COMMUNITY DEVELOPMENT II INC

THE STREETS AS SHOWN ON THE ATTACHED PLAT ARE HERBY DEDICATED TO THE CITY OF INDIANAPOLIS MARION COUNTY

THE FOLLOWING DEVELOPMENT STANDARDS APPEAR IN THE DEVELOPMENT STATEMENT IN ZONING CAUSE #2002-ZON-099 (2002-DP-008) FOR THIS REAL ESTATE AND ARE REPEATED HEREIN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT TO BE CONSTRUED AS PLAT COVENANTS ANY DILUTION IN ANY OF THESE STANDARDS REQUIRE ADDITIONAL ZONING APPROVAL

A EACH HALF OF A DUPLEX (DWELLING) SHALL HAVE A LIVING AREA (EXCLUSIVE OF GARAGE OPEN PORCHES AND VERANDAS) OF 1400 SQUARE FEET

B ALL HOMES EXCLUSIVE OF WOOD AND VINYL TRIM GABLES WINDOWS AND DOORS WILL BE MASONRY (BRICK STONE FIBER CEMENT SIDING STUCCO)

C EACH RESIDENCE SHALL HAVE AT LEAST A 2 CAR ATTACHED GARAGE AND A PAVED DRIVEWAY

D. ZONING STANDARDS AT TIME OF PLATTING:

- MINIMUM REAR YARD 20
- MINIMUM SIDE YARD 10 TOTAL NO SIDE LESS THAN 3

E 60% OPEN SPACE REQUIREMENT

F ALL LOTS AND DWELLING UNITS SHALL BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES AND SHAI BE LIMITED AS STATED IN ONE OF THE FOLLOWING COVENANTS OF WHITE OAK FARMS WHICH IS REPEATED THEREFROM FOR EASE OF REFERENCE AS FOLLOWS

NO ONE UNDER THE AGE OF FIFTY-FIVE (55) YEARS OF AGE SHALL BE A RESIDENT OF A DWELLING ON A LOT OTHER THAN THE FOLLOWING EXCEPTIONS

A LIVE-IN CARETAKER WHO DOES NOT MEET THE AGE REQUIREMENTS MAY BE PERMITTED TO DWELL WHITE OAK FARMS IF REQUIRED DUE TO THE RESIDENT-OWNER'S POOR HEALTH OR HANDICAP IF TH RESIDENT DIES OR NO LONGER NEEDS A CARETAKER THE CARETAKER MUST VACATE THE RESIDENCE WITHIN THIRTY (30) DAYS OF SUCH OCCURRENCE THE BOARD DEFINED IN THE DECLARATION MAY VERIFY THE NEED OF A CARETAKER IN SUCH CASES THROUGH REQUIREMENT OF AN ATTENDING PHYSICIAN S STATEMENT OR OTHER SUCH PROOF OF NEED

A NON-AMBULATORY AND /OR DEVELOPMENTALLY DISABLED DEPENDENT CHILD OR A RESIDENT LOT OWNER WHO MEETS THE AGE RESTRICTIONS REQUIREMENT MAY LIVE WITH THE PARENT(S) IN WHITE OAK FARMS REGARDLESS OF THE CHILD S AGE THE CHILD S CONDITION AND NEED IS SUBJECT TO VERIFICATION BY THE BOARD



A. EACH HALF OF A DUPLEX (DWELLING) SHALL HAVE A LIVING AREA (EXCLUSIVE OF GARAGE OPEN PORCHES AND VERANDAS) OF 1400 SQUARE FEET

B. ALL HOMES EXCLUSIVE OF WOOD AND VINYL TRIM GABLES WINDOWS AND DOORS WILL BE MASONRY (BRICK STONE FIBER CEMENT SIDING STUCCO)

C. EACH RESIDENCE SHALL HAVE AT LEAST A 2 CAR ATTACHED GARAGE AND A PAVED DRIVEWAY

D. ZONING STANDARDS AT TIME OF PLATTING:

MINIMUM REAR YARD 20

MINIMUM SIDE YARD 10 TOTAL NO SIDE LESS THAN 3

E. 60% OPEN SPACE REQUIREMENT

F. ALL LOTS AND DWELLING UNITS SHALL BE USED EXCLUSIVELY FOR RESIDENTIAL PURPOSES AND SHALL BE LIMITED AS STATED IN ONE OF THE FOLLOWING COVENANTS OF WHITE OAK FARMS WHICH IS REPEATED THEREFROM FOR EASE OF REFERENCE AS FOLLOWS

NO ONE UNDER THE AGE OF FIFTY-FIVE (55) YEARS OF AGE SHALL BE A RESIDENT OF A DWELLING ON A LOT OTHER THAN THE FOLLOWING EXCEPTIONS

A LIVE-IN CARETAKER WHO DOES NOT MEET THE AGE REQUIREMENTS MAY BE PERMITTED TO DWELL WHITE OAK FARMS IF REQUIRED DUE TO THE RESIDENT-OWNER'S POOR HEALTH OR HANDICAP IF THE RESIDENT DIES OR NO LONGER NEEDS A CARETAKER THE CARETAKER MUST VACATE THE RESIDENCE WITHIN THIRTY (30) DAYS OF SUCH OCCURRENCE THE BOARD DEFINED IN THE DECLARATION MAY VERIFY THE NEED OF A CARETAKER IN SUCH CASES THROUGH REQUIREMENT OF AN ATTENDING PHYSICIAN'S STATEMENT OR OTHER SUCH PROOF OF NEED

A NON-AMBULATORY AND /OR DEVELOPMENTALLY DISABLED DEPENDENT CHILD OR A RESIDENT LOT OWNER WHO MEETS THE AGE RESTRICTIONS REQUIREMENT MAY LIVE WITH THE PARENT(S) IN WHITE OAK FARMS REGARDLESS OF THE CHILD'S AGE THE CHILD'S CONDITION AND NEED IS SUBJECT TO VERIFICATION BY THE BOARD

A SPOUSE OF A RESIDENT LOT OWNER WHO IS UNDER THE AGE OF FIFTY-FIVE MAY LIVE IN WHITE OAK FARMS AS LONG AS THE TITLE OWNER IS AT LEAST FIFTY-FIVE YEARS OF AGE THE UNDERAGE SPOUSE MAY JOINTLY OWN THE LOT IN WHITE OAK FARMS - SECTION TWO

G. OTHER DEVELOPMENT STANDARDS INCLUDING BUT NOT LIMITED TO LOT SIZE FRONT REAR AND SIDE YARD CLEARANCE ARE FOUND IN THE DWELLING DISTRICT ORDINANCE UNDER THE D5 CLASSIFICATION SUBJECT TO THE SUBDIVISION CONTROL ORDINANCE VARIABLE FOR LOT SIZE AND THE WIDTH OF THE LOTS AT THE BUILDING SETBACK LINE

1 EASEMENTS

THERE ARE STRIPS OF GROUND MARKED SANITARY SEWER DRAINAGE AND UTILITY EASEMENTS (S S D & U E) AND DRAINAGE AND UTILITY EASEMENT (D & U E) SHOWN ON THE PLAT WHICH ARE HEREBY RESERVED FOR PUBLIC UTILITIES NOT INCLUDING TRANSPORTATION COMPANIES FOR INSTALLATION AND MAINTENANCE OF POLES MAINS SEWERS DRAINS DUCTS LINES AND WIRES PURCHASERS OF LOTS IN THIS SUBDIVISION SHALL TAKE THEIR TITLES SUBJECT TO THE EASEMENTS HEREBY CREATED AND SUBJECT AT ALL TIMES TO THE RIGHTS OF PROPER AUTHORITIES TO SERVICE THE UTILITIES EASEMENTS HEREBY CREATED AND NO PERMANENT STRUCTURE OF ANY KIND AND NO PART THEREOF EXCEPT FENCES AND SIDEWALKS SHALL BE BUILT ERECTED OR MAINTAINED ON SAID EASEMENTS THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED LANDSCAPE EASEMENT (L E) WHICH ARE RESERVED AS EASEMENTS FOR USE BY THE WHITE OAK FARMS HOMEOWNERS ASSOCIATION ITS SUCCESSORS AND ASSIGNS TO MAINTAIN THE LANDSCAPE AREAS ISLANDS DRIVEWAY PAVEMENT AND WALLS AS DEFINED IN THE DECLARATION OF COVENANTS CONDITIONS AND RESTRICTIONS OF WHITE OAK FARMS SUBDIVISION THERE ARE STRIPS OF GROUND AS SHOWN ON THE PLAT MARKED NON-ACCESS EASEMENT (N A E) WHICH RESTRICT ANY AND ALL VEHICULAR TRAFFIC (EXCEPT EMERGENCY VEHICLES FROM ACCESS TO THE PROPERTY ALONG THESE LIMITS)

- 2 STORM DRAINAGE COVENANT IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE DRAINAGE PLAN AS APPROVED FOR THIS PLAT BY THE DIVISION OF COMPLIANCE OF THE DEPARTMENT OF METROPOLITAN DEVELOPMENT OF THE CITY OF INDIANAPOLIS AND THE REQUIREMENTS OF ALL DRAINAGE PERMITS FOR THIS PLAT ISSUED BY SUCH DEPARTMENT
  
- 3 SANITARY SEWER COVENANT IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF ANY LOT OR PARCEL OF LAND WITHIN THE AREA OF THIS PLAT TO COMPLY AT ALL TIMES WITH THE PROVISIONS OF THE SANITARY SEWER CONSTRUCTION APPROVED BY THE DIVISION OF COMPLIANCE OF THE DEPARTMENT OF METROPOLITAN DEVELOPMENT AND THE REQUIREMENTS OF ALL SANITARY SEWER CONSTRUCTION PERMITS FOR THIS PLAN ISSUED BY SUCH DIVISION OWNER FURTHER COVENANTS THAT NO BUILDING STRUCTURE TREE OR OTHER OBSTRUCTION SHALL BE ERECTED MAINTAINED OR ALLOWED TO CONTINUE ON THE PORTION OF THE OWNERS REAL ESTATE IN WHICH THE EASEMENT AND RIGHT-OF-WAY ARE GRANTED WITHOUT EXPRESS WRITTEN PERMISSION WHEN DULY RECORDED SHALL RUN WITH THE REAL ESTATE THE DIVISION OF COMPLIANCE AND THE DEPARTMENT OF PUBLIC WORKS AND AGENTS SHALL HAVE THE RIGHT TO INGRESS AND ENGRESS FOR TEMPORARY PERIODS ONLY OVER THE OWNER'S REAL ESTATE ADJOINING SUCH EASEMENT AND RIGHT-OF-WAY WHEN NECESSARY TO CONSTRUCT REPAIR OR MAINTAIN SANITARY SEWER FACILITIES
  
- 4 SITE DISTANCE COVENANT SITE OBSTRUCTION NO FENCE WALL HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND NINE (9) FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREA FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING POINTS TWENTY-FIVE (25) FEET FROM THE INTERSECTION OF SUCH STREET LINES OR IN THE CASE OF A ROUNDED PROPERTY CORNER FROM THE INTERSECTION OF THE STREET LINES EXTENDED THE SAME SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET LINE WITH THE EDGE OF A DRIVEWAY PAVEMENT OR ALLEY LINE NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE FOLIAGE IS MAINTAINED AT A SUFFICIENT HEIGHT TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES
  
- 5 ANY FIELD TILE OR UNDERGROUND DRAIN WHICH IS ENCOUNTERED IN CONSTRUCTION OF ANY IMPROVEMENTS WITHIN THIS SUBDIVISION SHALL BE PERPETUATED AND ALL OWNERS OF LOTS IN THIS SUBDIVISION AND THEIR SUCCESSORS SHALL COMPLY WITH THE INDIANA DRAINAGE CODE OF 1965 AND AMENDMENTS THERETO
  
- 6 DRAINAGE SWALES (DITCHES) OR DRAINAGE RETENTION AREAS ALONG DEDICATED ROADWAYS AND WITHIN THE RIGHT-OF-WAY OR ON DEDICATED EASEMENTS ARE NOT TO BE ALTERED DUG OUT FILLED IN TILED OR OTHERWISE CHANGED WITHOUT THE WRITTEN PERMISSION OF THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS AND THE ARCHITECTURAL CONTROL COMMITTEE PROPERTY OWNERS MUST MAINTAIN THESE SWALES AS SODDED GRASS AREAS OR OTHER NON-ERODING SURFACES WATER FROM ROOFS OR PARKING AREAS MUST BE CONTAINED ON THE PROPERTY LONG ENOUGH SO THAT SAID DRAINAGE SWALES OR DITCHES WILL NOT BE DAMAGED BY SUCH WATER DRIVEWAYS MAY BE CONSTRUCTED OVER THESE SWALES OR DITCHES ONLY WHEN APPROPRIATELY SIZED CULVERTS OR OTHER APPROVED STRUCTURES HAVE BEEN PERMITTED BY THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS ANY PROPERTY OWNER ALTERING CHANGING OR DAMAGING SWALES OR DITCHES WILL BE HELD RESPONSIBLE FOR SUCH ACTION AND WILL BE GIVEN 10 DAYS NOTICE BY CERTIFIED MAIL TO REPAIR SAID DAMAGE AFTER WHICH TIME IF NO ACTION IS TAKEN THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS WILL CALL FOR SAID REPAIRS TO BE ACCOMPLISHED AND THE STATEMENT FOR THE COST OF THE SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR IMMEDIATE PAYMENT
  
- 7 ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF

REPAIR SAID DAMAGE AFTER WHICH TIME IF NO ACTION IS TAKEN THE INDIANAPOLIS DEPARTMENT OF PUBLIC WORKS WILL CALL FOR SAID REPAIRS TO BE ACCOMPLISHED AND THE STATEMENT FOR THE COST OF THE SAID REPAIRS WILL BE SENT TO THE AFFECTED PROPERTY OWNER FOR IMMEDIATE PAYMENT

7 ENFORCEMENT SHALL BE BY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANTS EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES INVALIDATION OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT FAILURE TO ENFORCE ANY SPECIFIC REQUIREMENT OF THE COVENANTS SHALL NOT BE CONSIDERED AS A WAIVER OF THE RIGHT TO ENFORCE ANY COVENANT HEREIN THEREAFTER

8 ENFORCEMENT COVENANT METROPOLITAN DEVELOPMENT COMMISSION THE METROPOLITAN DEVELOPMENT COMMISSION ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO RIGHT POWER OR AUTHORITY TO ENFORCE ANY COVENANTS RESTRICTIONS OR OTHER LIMITATIONS CONTAINED HEREIN OTHER THAN THOSE COVENANTS RESTRICTIONS OR COVENANTS THAT EXPRESSLY RUN IN FAVOR OF THE METROPOLITAN COMMISSION PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THIS ARTICLE OR ANY CONDITIONS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMMITTEE

9 DURATION OF COVENANTS THESE COVENANTS AND RESTRICTIONS SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON ALL PERSONS OR ENTITIES FROM TIME TO TIME HAVING ANY RIGHTS TITLE OR INTEREST IN THE REAL ESTATE OR ANY PART THEREOF AND ON ALL PERSONS OR ENTITIES CLAIMING UNDER THEM WITH THE EXCEPTION OF THE AGE RESTRICTION LANGUAGE HEREIN WHICH REQUEST A 100% VOTE OF LOT OWNERS SUBJECT TO THE DECLARATION OF WHITE OAK FARMS FOR AN AMENDMENT OF ALL OTHER PLAT COVENANTS SHALL EXIST UNTIL TWENTY (20) YEARS AFTER DATE OF RECORDING HEREOF IN THE LAST FIFTEEN (15) YEARS THEREOF SEVENTY PERCENT (70%) OF THE LOT OWNERS MAY AMEND THESE COVENANTS IN WHOLE OR IN PART AFTER SAID TWENTY (20) YEARS SAID COVENANTS AND RESTRICTIONS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10) YEARS EACH UNLESS PRIOR TO THE COMMENCEMENT OF ANY SUCH EXTENSION PERIOD BY A VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IN THE SUBDIVISION IT IS AGREED THAT SAID COVENANTS AND RESTRICTIONS SHALL TERMINATE IN WHOLE OR IN PART PROVIDED HOWEVER THAT NO TERMINATION OF SAID COVENANTS AND RESTRICTIONS SHALL AFFECT ANY EASEMENT HEREBY CREATED AND RESERVED UNLESS ALL PERSONS ENTITLED TO THE BENEFICIAL USE OF SUCH EASEMENT SHALL CONSENT THERETO ANY SUCH AMENDMENT OR TERMINATION SHALL BE EVIDENCE BY A WRITTEN INSTRUMENT SIGNED AND ACKNOWLEDGED BY THE LOT OWNER OR OWNERS CONCURRING THEREIN WHICH INSTRUMENT SHALL SET FORTH FACT SUFFICIENT TO INDICATE COMPLIANCE WITH THIS PARAGRAPH AND SHALL BE RECORDED IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA

10 THE REAL ESTATE REFERENCED HEREIN IS SUBJECT TO DECLARATION OF COVENANTS AND RESTRICTIONS (DECLARATION) RECORDED AS INSTRUMENT # 2003-0182232 IN THE OFFICE OF THE RECORDER OF MARION COUNTY INDIANA

THIS SUBDIVISION HAS BEEN DESIGNED TO INCLUDE A STORMWATER QUALITY BEST MANAGEMENT PRACTICE (BMP(s)) THAT MUST BE MAINTAINED BY THE BMP(s) OWNER SAID BMP(s) IS CURRENTLY MAINTAINED BY THE DEVELOPER HOWEVER UPON THE ACTIVATION OF THE HOMEOWNERS ASSOCIATION THE OPERATIONS AND MAINTENANCE MANUAL FOR THE SUCH BMP(s) SHALL BECOME THE RESPONSIBILITY OF SAID ASSOCIATION SUBJECT TO ALL FEES AND OTHER CITY REQUIREMENTS

IN WITNESS WHEREOF WHITE OAK DEVELOPMENT LLC BY DAVID BAIRD MANAGER HAS HEREUNTO CAUSED HIS NAME TO BE SUBSCRIBED THIS 12th DAY OF April 2004

WHITE OAK DEVELOPMENT LLC

BY *David Baird*

2004-001

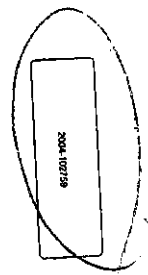
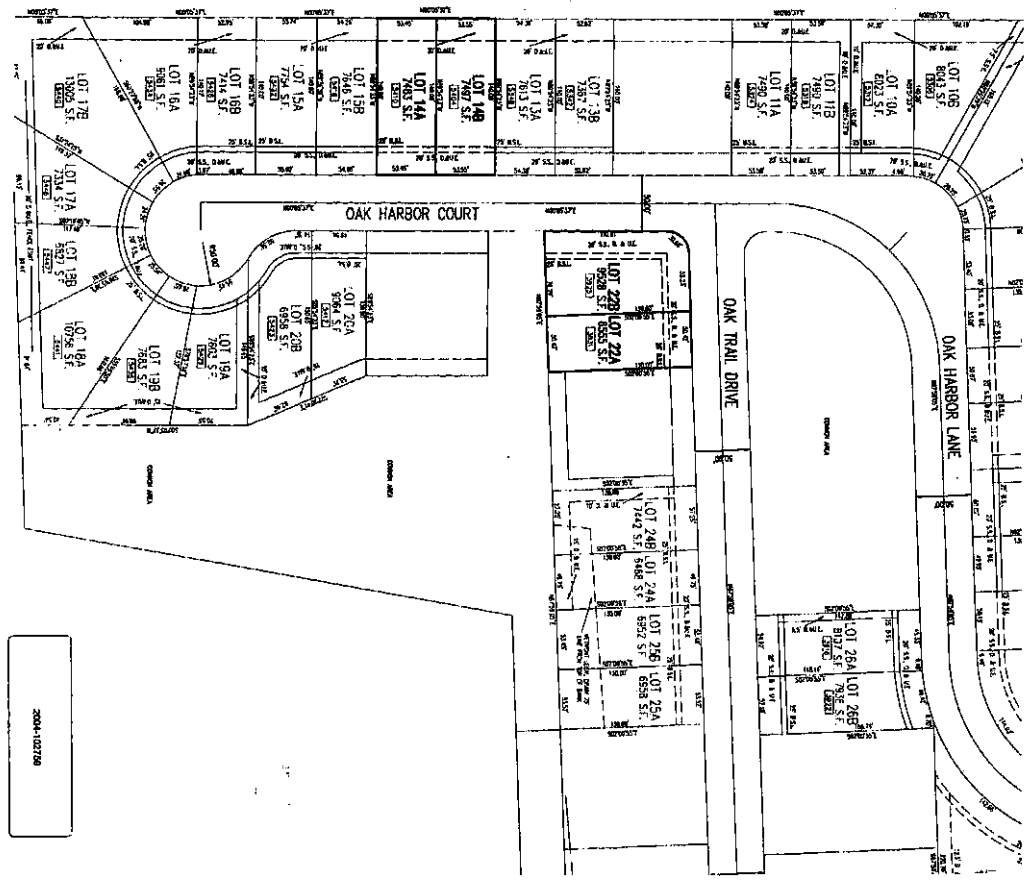




**WHITE OAK FARMS  
(SECTION ONE)  
REPLAT OF LOTS 14 AND 22 - FINAL PLAT  
PART OF THE NW 1/4 SECTION 47, T44R4E  
MARION COUNTY, INDIANA**

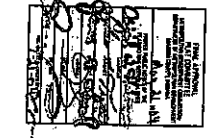
MARION A. SCHAARS  
MARION COUNTY ENGINEER  
526 715 REX 21.6  
MARION, INDIANA

THIS INSTRUMENT, BEING THE FINAL PLAT OF THE REPLAT OF LOTS 14 AND 22 OF THE NW 1/4 SECTION 47, T44R4E, MARION COUNTY, INDIANA, WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, ON THIS 21st DAY OF APRIL, 2004, AT 11:45 AM, IN BOOK 21, PAGE 32, AND THE ORIGINAL COPY OF THIS INSTRUMENT WAS DEPOSITED IN THE OFFICE OF THE CLERK OF THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, ON THIS 21st DAY OF APRIL, 2004, AT 11:45 AM. THE INSTRUMENT WAS DEPOSITED IN THE OFFICE OF THE CLERK OF THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, ON THIS 21st DAY OF APRIL, 2004, AT 11:45 AM. THE INSTRUMENT WAS DEPOSITED IN THE OFFICE OF THE CLERK OF THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, ON THIS 21st DAY OF APRIL, 2004, AT 11:45 AM.



**2004-102739**

**2004-102739**



IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Marion, Indiana, this 21st day of April, 2004.



THE UNDERSIGNED, BEING THE ENGINEER OF THE REPLAT, HEREBY CERTIFY THAT THE REPLAT OF LOTS 14 AND 22 OF THE NW 1/4 SECTION 47, T44R4E, MARION COUNTY, INDIANA, WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, ON THIS 21st DAY OF APRIL, 2004, AT 11:45 AM, IN BOOK 21, PAGE 32, AND THE ORIGINAL COPY OF THIS INSTRUMENT WAS DEPOSITED IN THE OFFICE OF THE CLERK OF THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, ON THIS 21st DAY OF APRIL, 2004, AT 11:45 AM.

THE REPLAT OF LOTS 14 AND 22 OF THE NW 1/4 SECTION 47, T44R4E, MARION COUNTY, INDIANA, WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, ON THIS 21st DAY OF APRIL, 2004, AT 11:45 AM, IN BOOK 21, PAGE 32, AND THE ORIGINAL COPY OF THIS INSTRUMENT WAS DEPOSITED IN THE OFFICE OF THE CLERK OF THE PUBLIC RECORDS OF MARION COUNTY, INDIANA, ON THIS 21st DAY OF APRIL, 2004, AT 11:45 AM.

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Marion, Indiana, this 21st day of April, 2004.

\_\_\_\_\_  
MARION COUNTY ENGINEER

TO HAVE AND TO HOLD unto the above named grantees, their heirs and assigns forever, all that certain parcel of land in Marion County, Indiana, described as follows: ...

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Marion, Indiana, this 21st day of April, 2004.

\_\_\_\_\_  
MARION COUNTY ENGINEER

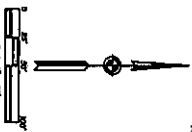
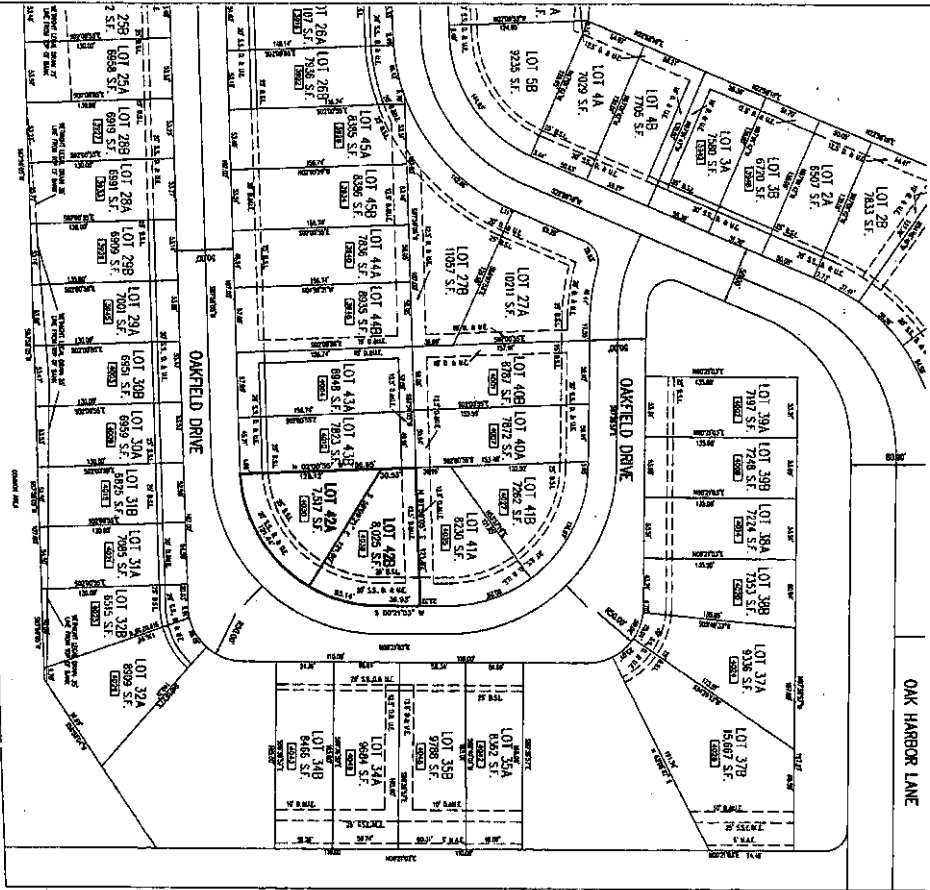
**MAIN STREET**  
COMPUTATION CONSULTANT  
MARION COUNTY ENGINEER



RECEIVED FOR RECORD  
OFFICE - 4 - 11-3-57  
MARION COUNTY, INDIANA

# WHITE OAK FARMS (SECTION TWO) REPLAT OF LOT 42 - FINAL PLOT PART OF THE NW 1/4 SECTION 4T14NR4E MARION COUNTY, INDIANA

OAK HARBOR LANE



MARION COUNTY RECORDER  
FEBRUARY 4, 2009  
2009 - 10719

*[Handwritten signatures and stamps]*  
10719  
SEARCHED [ ] INDEXED [ ]  
SERIALIZED [ ] FILED [ ]  
MARION COUNTY RECORDER  
FEBRUARY 4, 2009  
2009 - 10719

8-2-FEB-03 03:59:51  
MARION COUNTY RECORDER  
MARION COUNTY, INDIANA

1. THE UNDERSIGNED, MARION COUNTY, INDIANA, HAS RECEIVED FOR RECORD A COPY OF THE ORIGINAL RECORD OF THE STATE OF INDIANA, AND THAT THE RECORD...  
2. THE UNDERSIGNED...  
3. THE UNDERSIGNED...  
4. THE UNDERSIGNED...  
5. THE UNDERSIGNED...  
6. THE UNDERSIGNED...  
7. THE UNDERSIGNED...  
8. THE UNDERSIGNED...  
9. THE UNDERSIGNED...  
10. THE UNDERSIGNED...

WITNESSE MY HAND AND SEAL OF OFFICE THIS 4th DAY OF JANUARY, 2009.

*[Signature]*  
MARION COUNTY RECORDER

MAIN STREET  
CONSULTING COMPANY  
2009 - 10719

PAGE 1 OF 1









**SCRIVENER'S ERROR  
WHITE OAK FARMS-SECTION ONE**

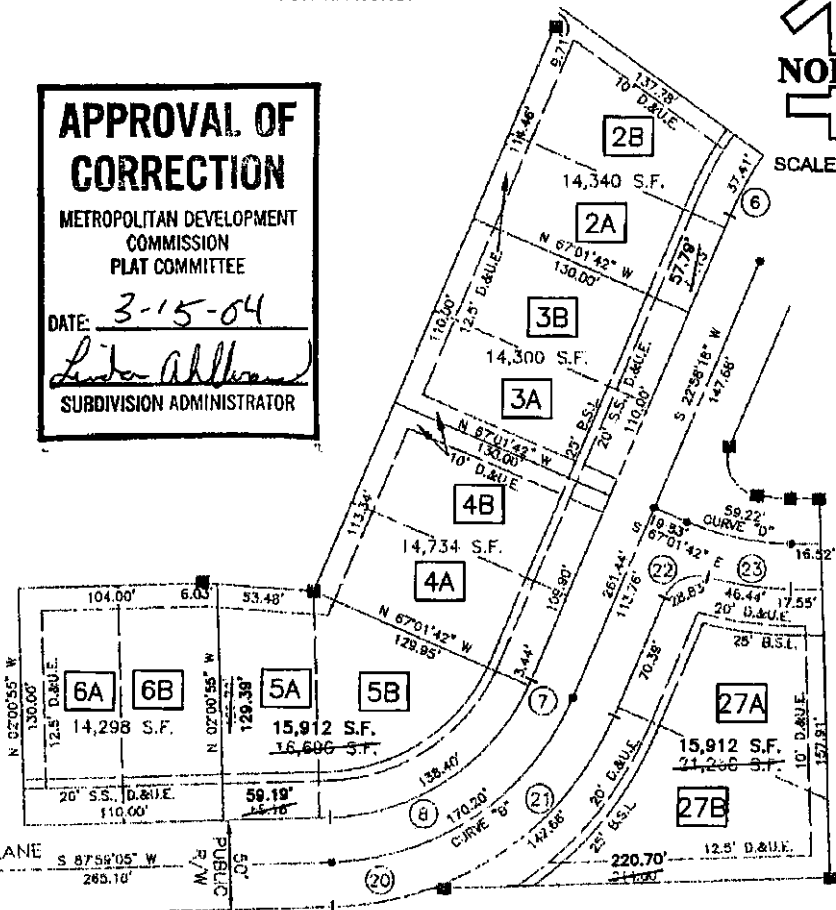
I, JEFFREY D. KNARR, BEING DULY SWORN UPON MY OATH DEPOSE AND SAY:

I AM A REGISTERED LAND SURVEYOR IN THE STATE OF INDIANA. REGISTRATION NUMBER 20100069. A SCRIVENER'S ERROR OCCURRED ON THE PLAT OF WHITE OAK FARMS-SECTION ONE, PERRY TOWNSHIP, MARION COUNTY, INDIANA, AS RECORDED AS INSTRUMENT NUMBER 030182231 IN THE RECORDS OF THE RECORDER OF MARION COUNTY, INDIANA.

THE SQUARE FOOTAGE OF AREA OUTSIDE LAKE LAKE IS INCORRECT. THE SQUARE FOOTAGE IS LABLED AS 45,110 SQ. FT. THIS SHOULD BE CORRECTED TO READ AS 45,116 SQ. FT.

SEE DRAWING BELOW FOR ADDITIONAL CORRECTIONS.

**APPROVAL OF  
CORRECTION**  
METROPOLITAN DEVELOPMENT  
COMMISSION  
PLAT COMMITTEE  
DATE: 3-15-04  
*Linda Adkins*  
SUBDIVISION ADMINISTRATOR



APPROVED THIS 11th DAY OF March 2004  
*Tim R. Geary*  
PERRY TOWNSHIP ASSESSOR  
GIS MANAGER

OAK HARBOR LANE (30' PAV'T)  
S 87°56'05" W 265.10'  
PUBLIC R/W 50'

*Jeffrey D. Knarr*  
JEFFREY D. KNARR  
PROFESSIONAL LAND SURVEYOR #20100069  
STATE OF INDIANA



MARTHA A. WOMBACS  
MARION COUNTY ASSESSOR  
514807 MAR-28  
SUBJECT TO BE RECORDED FOR INSTRUMENT

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF MARCH, 2004

RESIDING COUNTY: HANCOCK  
MY COMMISSION EXPIRES: 7/20/2009

*Myra S. Scott*  
NOTARY PUBLIC  
MYLA S. SCOTT



**PROJECTS plus**

**GREENWOOD SURVEYING COMPANY**  
CIVIL ENGINEERING - LAND SURVEYING  
LAND PLANNING - CONSTRUCTION MANAGEMENT  
2555 FAIRVIEW PLACE, SUITE 'A' - Greenwood, Indiana 46142  
(317)-882-5003

Inst # 2004-0057291  
03/15/04 04:28PM MARION COUNTY RECORDER  
MAR 11.00 PAGES: 1

MONUMENTATION AFFIDAVIT  
WHITE OAK FARMS - SECTION TWO

2

PAGES: 2

DATE

RECORDER

02/08/06 01:40PM MARION COUNTY RECORDER  
Inst # 2006-0017211

THE FOLLOWING IS A LIST OF MONUMENTATION FOUND OR SET FOR WHITE OAK FARMS - SECTION TWO. THE PLAT OF WHICH IS RECORDED AS INSTRUMENT #2004-0081826 IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF THE INFORMATION CONTAINED IN THE AFFIDAVIT IS TRUE AND CORRECT.

MONUMENTATION OF LOT CORNERS FOR WHITE OAK FARMS - SECTION TWO BEGAN JANUARY 1, 2006 AND WAS COMPLETED JANUARY 9, 2006. UNLESS OTHERWISE NOTED A 5/8" BY 24" REBAR WITH A YELLOW CAP STAMPED "PROJECTS PLUS 0029" WAS PLACED AT ALL LOT CORNERS.

- A 5/8" BY 24" REBAR WAS FOUND AT THE FOLLOWING LOT CORNERS ON THE BOUNDARY: NORTHWEST CORNERS (2) OF LOT 28, NORTHWEST CORNER LOT 45.
- A CUT "X" WAS FOUND THE NORTHWEST CORNER OF LOT 43.

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR  
618194 FEB -08  
DULY EXAMINED FOR TAXATION  
SUBJECT TO FINAL ADJUDICANCE  
FOR TRANSFER

*Jeffrey D. Knarr*  
JEFFREY D. KNARR  
PROFESSIONAL LAND SURVEYOR  
#20100069  
STATE OF INDIANA



SUBSCRIBED AND SWORN TO  
BEFORE THIS  
7th DAY OF FEBRUARY, 2006

RESIDING COUNTY: HANCOCK  
MY COMMISSION EXPIRES:  
7/20/2009



*Myla S. Scott*  
NOTARY PUBLIC  
MYLA S. SCOTT

**PROJECTS plus**

GREENWOOD SURVEYING COMPANY

CIVIL ENGINEERING - LAND SURVEYING  
LAND PLANNING - CONSTRUCTION MANAGEMENT  
2555 Fairview Place Suite A - Greenwood, Indiana 46142  
(317)-882-5003

Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant

Joanna M. Myers  
Printed Name of Declarant