



Job #100.5

SCHNEIDER ENGINEERING CORPORATION
Civil Engineers & Land Surveyors

LAND DESCRIPTION

COMMON AREA
TENNIS COURT

BOOK 159 PAGE 285

WOOD CREEK SECTION THREE

Part of the Northwest and Part of the Southwest Quarter of Section 4, Township 17 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northeast corner of the said Northwest Quarter Section; thence South 00 degrees 17 minutes 42 seconds East along the East line of the said Northwest Quarter Section 2928.83 feet to the Northeast corner of the said Southwest Quarter Section; thence South 00 degrees 20 minutes 37 seconds East along the East line of the said Southwest Quarter Section 84.39 feet; thence South 89 degrees 39 minutes 23 seconds West 108.09 feet; thence South 56 degrees 00 minutes 00 seconds West 173.89 feet; thence North 34 degrees 00 minutes 00 seconds West 185.40 feet to the POINT OF BEGINNING OF THIS DESCRIPTION, (said point being on a curve having a radius of 725.00 feet, the radius point of which bears North 39 degrees 45 minutes 14 seconds West); thence Southwesterly along said curve 188.24 feet to a point which bears South 24 degrees 53 minutes 38 seconds East from the said radius point; thence North 24 degrees 53 minutes 38 seconds West 192.88 feet; thence North 56 degrees 00 minutes 00 seconds East 157.11 feet; thence South 34 degrees 00 minutes 00 seconds East 193.91 feet to the POINT OF BEGINNING, containing 0.783 acres, more or less.

Subject, however, to all legal easements and rights of way of record.

This Instrument Recorded Nov 15 1979
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.
11/7/79

EXHIBIT "B"

Part 2

24

3675 North Post Road
Indianapolis, Indiana 46226
(317) 893-8282
Mailing Address
P. O. Box 26068



Vincent J. Schneider, PE LS, President
John V. Schneider PE LS, V.P.

SCHNEIDER ENGINEERING CORPORATION
Civil Engineers - Land Surveyors

Job #100.2

Page #2 of 2

LEGAL DESCRIPTION, Continued:

BOOK 159 PAGE 264

along said curve 141.97 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 27 degrees 00 minutes 00 seconds East 225.00 feet from said point; thence South 63 degrees 00 minutes 00 seconds East 7.02 feet; thence South 00 degrees 08 minutes 52 seconds East 32.27 feet; thence South 89 degrees 51 minutes 08 seconds West 66.00 feet; thence North 26 degrees 50 minutes 52 seconds West 551.30 feet; thence North 02 degrees 00 minutes 52 seconds West 317.54 feet to the POINT OF BEGINNING, containing 0.516 acres (22,461 square feet), more or less.

Subject, however, to all legal easements and rights of way of record.

4/3/79

RECEIVED
FEB 11 3 11 AM '79
BY: L. CLARK
REGISTER
HAMILTON CO., IND.

EXHIBIT "B"
Part 1, Page 2



SCHNEIDER ENGINEERING CORPORATION

Civil Engineers - Land Surveyors

Job #100.2

Page #1 of 2

LEGAL DESCRIPTION

COMMON PROPERTY

WOODCREEK - SECTION II BOOK 159 PAGE 263

A part of the Northwest Quarter of Section 4, Township 17 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Commencing at the Northwest corner of the said Northwest Quarter Section; thence North 89 degrees 28 minutes 50 seconds East along the North line of the said Northwest Quarter Section 998.54 feet to the Northwest corner of "Wood Creek Section II", a subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 7, pages 7 and 8 in the Office of the Recorder of Hamilton County, Indiana; thence North 89 degrees 28 minutes 50 seconds East along the North line of the said Northwest Quarter Section and a Northerly line of said "Wood Creek Section II" 85.53 feet; thence South 15 degrees 00 minutes 00 seconds East along the East line of said "Wood Creek Section II" 46.48 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence South 15 degrees 00 minutes 00 seconds East along the said East line 503.52 feet; thence South 45 degrees 00 minutes 00 seconds East along said East line 120.00 feet; thence South 80 degrees 00 minutes 00 seconds East along a Northerly line of said "Wood Creek Section II" 180.00 feet; thence South 72 degrees 00 minutes 00 seconds East along said Northerly line 140.00 feet; thence North 76 degrees 30 minutes 00 seconds East along said Northerly line 24.83 feet; thence South 00 degrees 03 minutes 52 seconds East 149.83 feet; thence South 63 degrees 30 minutes 00 seconds West 160.01 feet to a point on a 25.46479 degree curve to the left, the radius point of said curve being South 63 degrees 30 minutes 00 seconds West 225.00 feet from said point; thence Northerly along the said curve 143.34 feet to the POINT OF TANGENCY, the radius point of said curve being South 27 degrees 00 minutes 00 seconds West 225.00 feet from said point; thence North 63 degrees 00 minutes 00 seconds West 63.65 feet to the POINT OF CURVATURE of a 32.74045 degree curve to the right, the radius point of said curve being North 27 degrees 00 minutes 00 seconds East 175.00 feet from said point; thence Northerly along the said curve 110.42 feet to the POINT OF TANGENCY, the radius point of said curve being North 63 degrees 09 minutes 03 seconds East 175.00 feet from said point; thence North 26 degrees 50 minutes 52 seconds West 363.96 feet to the POINT OF CURVATURE of a 32.74045 degree curve to the right, the radius point of said curve being North 63 degrees 09 minutes 08 seconds East 175.00 feet from said point; thence Northerly along the said curve 63.02 feet to the POINT OF TANGENCY, the radius point of said curve being North 83 degrees 47 minutes 08 seconds East 175.00 feet from said point; thence North 06 degrees 12 minutes 52 seconds West 269.41 feet; thence North 89 degrees 28 minutes 50 seconds East parallel with the North line of the said Northwest Quarter Section, 41.53 feet to the POINT OF BEGINNING, containing 2.465 acres (107,384 square feet) more or less.

ALSO: Commencing at the Northwest corner of said "Wood Creek Section II" thence South 02 degrees 00 minutes 52 seconds East along the West line of said "Wood Creek Section II" 45.01 feet to the POINT OF BEGINNING OF THIS DESCRIPTION; thence North 89 degrees 28 minutes 50 seconds East parallel with the North line of the said Northwest Quarter Section, 4.20 feet; thence South 06 degrees 12 minutes 52 seconds East 274.39 feet to the POINT OF CURVATURE of a 25.46479 degree curve to the left, the radius point of said curve being North 83 degrees 47 minutes 03 seconds East 225.00 feet from said point; thence Southerly along the said curve 81.03 feet to the POINT OF TANGENCY thereof, the radius point of said curve being North 63 degrees 09 minutes 03 seconds East 225.00 feet from said point; thence South 26 degrees 50 minutes 52 seconds East 363.96 feet to the POINT OF CURVATURE of a 25.46479 degree curve to the left, the radius point of said curve being North 03 degrees 09 minutes 03 seconds East 225.00 feet from said point; thence Southerly

EXHIBIT "B"

LEGAL DESCRIPTIONWOOD CREEK SECTION II BOOK 159 PAGE 262

A part of the Northwest Quarter of Section 4, Township 17 North, Range 4 East in Hamilton County, Indiana, being more particularly described as follows:

Beginning at a point on the East line of the said Northwest Quarter Section South 00 degrees 17 minutes 42 seconds East 1174.83 feet from the Northeast corner of the said Northwest Quarter Section; thence South 00 degrees 17 minutes 42 seconds East along said East line 649.45 feet; thence South 89 degrees 42 minutes 18 seconds West 83.42 feet; thence South 49 degrees 00 minutes 00 seconds West 330.00 feet; thence South 12 degrees 30 minutes 00 seconds East 80.00 feet; thence South 43 degrees 00 minutes 00 seconds West 194.69 feet; thence South 65 degrees 30 minutes 00 seconds West 200.00 feet; thence North 99 degrees 00 minutes 00 seconds West 123.06 feet; thence North 60 degrees 00 minutes 00 seconds West 218.52 feet; thence North 66 degrees 00 minutes 00 seconds West 195.56 feet; thence North 39 degrees 07 minutes 29 seconds West 54.54 feet; thence North 59 degrees 30 minutes 00 seconds West 140.20 feet; thence South 89 degrees 51 minutes 08 seconds West 52.00 feet to the West line of the East Half of the said Northwest Quarter Section; thence North 00 degrees 08 minutes 52 seconds West along said West line 1148.21 feet; thence South 89 degrees 51 minutes 08 seconds West 66.00 feet; thence North 26 degrees 50 minutes 52 seconds West 551.30 feet; thence North 02 degrees 00 minutes 52 seconds West 362.56 feet to the North line of the said Northwest Quarter Section; thence North 29 degrees 28 minutes 50 seconds East along the said North line 85.53 feet; thence South 15 degrees 00 minutes 00 seconds East 550.00 feet; thence South 45 degrees 00 minutes 00 seconds East 120.00 feet; thence South 80 degrees 00 minutes 00 seconds East 180.00 feet; thence South 72 degrees 00 minutes 00 seconds East 140.00 feet; thence North 76 degrees 30 minutes 00 seconds East 150.00 feet; thence South 75 degrees 30 minutes 00 seconds East 70.00 feet; thence South 21 degrees 30 minutes 00 seconds East 88.00 feet; thence North 81 degrees 30 minutes 00 seconds East 300.00 feet; thence South 67 degrees 30 minutes 00 seconds East 150.00 feet; thence South 09 degrees 00 minutes 00 seconds East 270.00 feet; thence South 35 degrees 30 minutes 00 seconds East 222.00 feet; thence North 66 degrees 00 minutes 00 seconds East 197.01 feet to the POINT OF BEGINNING, containing 42.271 acres, more or less.

Wood Creek Section I is explicitly excluded from the effect of this Declaration of Covenants and Restrictions for Wood Creek.

EXHIBIT "A"

(ii) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than fifty-one percent (51%) of the Member-Owners. No amendment to this Declaration shall be adopted which would change the uniform voting rights or uniform assessment of all Members-Owners.

(iii) Each amendment to this Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the Office of the Recorder of Hamilton County, Indiana, and such amendment shall not become effective until so recorded.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Covenants and Restrictions to be executed the day and year first above written.

RYAN HOMES, INC.
BY Richard N. Kleisley
Richard N. Kleisley
Vice President

ATTEST:

Samuel T. Cannon
Samuel T. Cannon
Assistant Secretary

"Declarant"

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned Notary Public, personally appeared Richard N. Kleisley and Samuel T. Cannon, the Vice President and Assistant Secretary, respectively of Ryan Homes, Inc., who acknowledged execution of the foregoing Declaration of Covenants and Restrictions for Wood Creek for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of November, 1979.

Barbara J. DeLisle
Printed Barbara J. DeLisle
Notary Public - Marion County

My Commission Expires:
9-26-82

This instrument was prepared by James W. Beatty, Attorney at Law, 400 Union Federal Building, Indianapolis, Indiana 46204, (317) 632-3030.

observe, comply with and perform all of the covenants, restrictions and agreements contained herein.

(d) Right of Board of Directors to Adopt Rules and Regulations. The Board of Directors, in accordance with the provisions of the Articles and By-Laws of the Corporation, may promulgate such additional rules and regulations regarding the operation and use of the Common Properties as it may deem necessary from time to time, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners. Such rules as are adopted may be amended by a vote of a majority of the Board and the Board shall cause such amendment to be delivered or mailed to all Owners.

(e) Reservation of Name. Declarant hereby reserves the right to use the name "Wood Creek" or any form thereof in any other development in which Declarant might be involved now or in the future.

(f) Costs and Attorneys' Fees. In any proceeding arising because of a failure of any Owner or Member to make any payments required or to comply with any provision of this Declaration of Covenants and Restrictions, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

(g) Severability Clause. The invalidity of any covenant, restriction, limitation or other provision of this Declaration of Covenants and Restrictions shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration of Covenants and Restrictions.

(h) Amendment of Declaration. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors of the Corporation or by a majority of the Member-Owners.

binding upon all parties and all persons claiming under them until January 1, 1998, at which time such covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the Dwelling Units in the Development. Present or future Owners, the Corporation or Declarant shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation. Neither the Declarant or the Corporation shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these covenants and restrictions. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these covenants and restrictions shall be held to be a waiver by that part of (or an estoppel of that party to assert) any right available to him on the occurrence, recurrence or continuation of such violation of these covenants and restrictions.

(c) Acceptance and Ratification. All present and future Owners, tenants and occupants of any Dwelling Unit within the Development shall be subject to and shall comply with the provisions of this Declaration of Covenants and Restrictions. The acceptance of a deed of conveyance and the execution of a contract for the purchase of or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration of Covenants and Restrictions and the agreements contained herein, including, but not limited to, the obligation to pay any Annual or special assessment and membership fee where applicable, are accepted and ratified by each Owner, tenant or occupant, and such Owner, tenant or occupant acknowledges the rights and powers of the Declarant and of the Corporation with respect to his Declaration of Covenants and Restrictions and agrees to keep,

hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

6. General Provisions.

(a) Right of Declarant to Use Real Estate During Construction. Notwithstanding any provisions to the contrary contained herein or in any other instrument, covenants or agreements affecting the Real Estate, the Common Properties, or any part thereof, the Declarant, its successors, assigns and nominees during the period in which the Real Estate is being developed or, if applicable, being conveyed, may maintain upon such portion of the Real Estate or upon such portion of the Common Properties as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the development and sale of any part or parts of the Real Estate, including but not limited to a business office, storage area, construction yard, signs, model units and sales office.

(b) Covenants and Restrictions. The covenants and restrictions contained in this Declaration of Covenants and Restrictions are for the mutual benefit and protection of the present and future Owners, the Corporation and Declarant, and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Corporation or Declarant. These covenants and restrictions shall run with the land and be

lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, successors and assigns. If, under subsection (c) installment payments of special assessments have been authorized, then failure to pay any one installment within ten (10) days after the due date shall accelerate the payment of all installments and the entire unpaid balance of such assessment shall immediately become due and owing without further notice. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum and the Corporation may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

(j) Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Real Estate subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

(k) "Junior Lien" Provision. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust (l) the foreclosure of the lien

an amount which bears the same relationship to the annual assessment provided for in subsection (c) hereof as the remaining number of months in that year bears to twelve (12). The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the Real Estate now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under subsection (d) hereof shall be fixed in the resolution authorizing such assessment, which resolution may authorize payment in equal installments no less often than monthly, provided the entire special assessment is paid during the calendar year to which it is applicable.

(b) Duties of the Board of Directors. The Board of Directors of the Corporation shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Real Estate and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent out to every Owner subject thereto.

The Corporation shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

(1) Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date or dates when due (being the dates specified in subsection (g) hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing

two-thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of subsection (c) hereof shall not apply to any change in the basis and maximum of the assessments undertaken as an incident to a merger or consolidation in which the Corporation is authorized to participate under its Articles of Incorporation and under paragraph 2(d)(iv) hereof.

(f) Quorum for Any Action Authorized Under Subsections (d) and (e). The quorum required for any action authorized by subsections (d) and (e) hereof shall be as follows:

At the first meeting called, as provided in subsections (d) and (e) hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty percent (60%) of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in subsections (d) and (e), and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(g) Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Corporation to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be

not limited to, trash and garbage pickup which are not provided by the local municipal authorities and for such items of repair, maintenance and alteration of the Common Properties as the Board of Directors may, by appropriate action, from time to time authorize.

(c) Basis and Maximum of Annual Assessments. Until the year beginning January 1981, the annual assessment shall be Twelve Dollars (\$12.00) per Lot. From and after January 1, 1981, the annual assessment may be increased by vote of the Member Owners, as hereinafter provided, for the next succeeding two (2) years and at the end of each such period of two (2) years for each succeeding period of two (2) years.

The Board of Directors of the Corporation may, after consideration of current maintenance costs and future needs of the Corporation, fix the actual assessment for any year at a lesser amount.

(d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized by subsection (c) above, the Corporation may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

(e) Change in Basis and Maximum of Annual Assessments. Subject to the limitations of subsection (c) hereof, and for the periods therein specified, the Corporation may change the basis and maximum of the assessments fixed by subsection (c) hereof prospectively for any such period, provided that any such change shall have the assent of

Corporate Warranty Deed prior to the first annual meeting of the Corporation.

5. Covenant for Maintenance Assessments.

(a) Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within the Development hereby covenants and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Corporation: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

(b) Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development and in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the Real Estate including, but not limited to, the payment of taxes and insurance for the Common Properties, the grass cutting, yard maintenance and snow removal of the Common Properties and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties and all recreational facilities located thereon. The assessment shall also be for the purpose of providing such municipal services including, but

Class B. Class B member(s) shall be the Declarant and shall be entitled to three votes for each Lot in which it holds the interest required for membership by this Section; provided, however, that the Class B membership shall be cancelled and converted to Class A membership on the happening of either of the following events:

(i) When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(ii) on December 31, 1987.

(c) Purposes. The purposes of the Corporation are more fully set forth in the Articles of Incorporation and are generally to provide for the ownership, maintenance, repair, replacement, administration, operation, preservation and ownership of the Common Properties and such other areas that may come within its jurisdiction and authority. Corporation shall have all powers set forth in its Articles of Incorporation together with all other powers granted under the laws of the State of Indiana, including, but not limited to, the power to levy a uniform assessment against Class A members and such additional special assessment against Class A members as necessary and in the manner set forth in this Declaration, the Articles of Incorporation and the By-Laws.

(d) Operation of Corporation. The operation of Corporation is more fully described in its Articles of Incorporation which are filed in the Office of the Secretary of State of the State of Indiana and the By-Laws, both of which are incorporated herein by reference.

4. Common Properties. The Common Properties shall consist of tennis courts and open space adjacent to Woodcreek Drive designated as Common Property on the Plat of Wood Creek - Section II, a Subdivision in Hamilton County, Indiana, the Plat of which is recorded in Plat Book 7, Pages 7 and 8 in the Office of the Recorder of Hamilton County, Indiana, as amended. Declarant hereby covenants and declares that the Common Properties shall be conveyed to the Corporation by

Declaration and allow the Owners thereof to have the same rights and privileges to use the Common Properties as Owners and Residents within the Real Estate.

(iv) Merger of Corporation. The Articles of Incorporation provide that the Corporation may merge or consolidate with another corporation with similar purposes, provided such merger or consolidation is approved by the members in accordance with the Articles of Incorporation. Upon such a merger or consolidation of the Corporation with another corporation, the Corporation's Real Estate, rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation, or alternatively, the Real Estate, rights and obligations of another corporation may, by operation of law, be added to the Real Estate, rights and obligations of the Corporation as a surviving corporation pursuant to the merger. A surviving or consolidated corporation may administer the covenants and restrictions established in this Declaration of Covenants and Restrictions with respect to the Real Estate.

3. Membership and Voting Rights in the Corporation.

(a) Membership. Every person or entity who is a record Owner of a fee interest in any Lot which is part of the Development and which is subject by covenants of record to assessment by this Corporation shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

(b) Voting Rights. The Corporation shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

conveyed to the Corporation as and for the Common Properties, on or before December 31, 1980, by a good and sufficient Warranty Deed free and clear of all liens and encumbrances except the lien of current taxes, rights-of-way, the provisions of these covenants and restrictions, and other easements and restrictions of record.

(d) Additional and Other Real Estate. Additional Real Estate and Other Real Estate may become subject to this Declaration in the following manner:

(i) At any time prior to February 1, 1987, Declarant at its option may, but is not obligated to, submit any Additional Real Estate or Other Real Estate to the terms and provisions of this Declaration. Declarant expressly reserves the right not to submit to the provisions of this Declaration any Additional Real Estate or Other Real Estate whether or not now owned by Declarant.

(ii) If any Additional Real Estate or Other Real Estate is submitted to the terms and provisions of this Declaration, Declarant or the Owner thereof shall record a Supplemental Declaration submitting the real estate described in such Supplemental Declaration to the terms and provisions of this Declaration. A Supplemental Declaration adopting by reference the provisions of this Declaration in its entirety shall be sufficient to conform with this Section. In addition, such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additional Real Estate and/or Other Real Estate and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration.

(iii) Any person by acceptance of a deed to any part of the Real Estate acknowledges, consents and agrees that Declarant may submit Additional Real Estate or cause Other Real Estate to be submitted to the terms and provisions of this

property that is subsequently submitted to the terms and provisions of this Declaration after such property has been submitted.

(h) "Owner" means any person, firm, corporation, partnership, association, trust or other legal entity or combination thereof who owns the fee simple title to one or more Dwelling Units.

(i) "Common Properties" means the real estate on which the recreational facilities, as described in paragraph 4 of the Declaration, shall be constructed and located, and is more particularly described in Exhibit "B" attached hereto and made a part hereof.

(j) "Lot" shall mean any plot of land shown upon any recorded subdivision plat of the Real Estate with the exception of the Common Properties.

(k) "Member Owner" shall mean any person, firm, corporation, partnership, association, trust or other legal entity or combination thereof who owns the fee simple title to one or more Dwelling Units.

(l) "Other Real Estate" means any property not owned by Declarant but which, upon the written consent of Declarant, might subsequently be submitted to the terms and provisions of this Declaration.

2. Property Subject to this Declaration and Additions Thereto:

(a) Property. The Real Estate which is and shall be, held, conveyed, encumbered, used, occupied and improved subject to this Declaration is located in Hamilton County, Indiana, and is more particularly described on Exhibit "A" attached hereto.

(b) Easement to Owner. Declarant hereby grants an easement in favor of each Owner for the use, enjoyment, and benefit of the Development, and such easement shall be appurtenant to and shall pass with the title to every Lot.

(c) Covenant to Convey Recreational Area. Declarant hereby covenants and declares that all areas now owned by it which are described in Exhibit "B" attached hereto are to be

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conveyed and to which should be delegated and assigned the powers of maintaining and administering the Common Properties and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created.

G. Declarant has incorporated under the laws of the State of Indiana, as a not-for-profit corporation, Wood Creek Recreational, Inc. for the purpose of carrying out the functions described above.

NOW, THEREFORE, Declarant declares that the Real Estate shall be held, conveyed, encumbered, used, occupied and improved in accordance with the Covenants and Restrictions contained in this Declaration of Covenants and Restrictions.

1. Definitions. The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Additional Real Estate" shall mean any property that might be subsequently submitted by Declarant to the terms and provisions of this Declaration.

(b) "Corporation" shall mean the not-for-profit corporation, Wood Creek Recreational, Inc., which is described in paragraph 3 of this Declaration.

(c) "Board of Directors" means the governing body of the Corporation elected by the members in accordance with the By-Laws of the Corporation.

(d) "Declarant" means Ryan Homes, Inc., its successors, assigns and nominees.

(e) "Development" means Wood Creek and includes the Real Estate, Additional Real Estate and Other Real Estate.

(f) "Dwelling Unit" means any single family home that is located on a lot that has been submitted to the terms and provisions of this Declaration and is owned by the persons living within such unit.

(g) "Real Estate" means the property which is more particularly described in Exhibit "A" attached hereto and made a part hereof. Real Estate shall also include any other

11/13/79

DECLARATION OF COVENANTS AND RESTRICTIONS FOR WOOD CREEK

1884

BOOK 159 PAGE 217

This Declaration of Covenants and Restrictions for Wood Creek (hereinafter referred to as "Declaration") made this 14th day of November, 1979, by Ryan Homes, Inc., a Pennsylvania corporation (hereinafter referred to as "Declarant"),

WITNESSETH:

WHEREAS,

A. Declarant is the owner of certain real estate located in Hamilton County, Indiana, the legal description of which is set forth in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Real Estate").

B. Declarant owns, has the right to purchase, or anticipates the purchase of additional real estate located in the general vicinity of the Real Estate (hereinafter referred to as "Additional Real Estate").

C. Declarant anticipates developing the Real Estate and the Additional Real Estate into a residential community and anticipates that other real estate not owned by Declarant may also become part of such residential community (hereinafter referred to as "Other Real Estate").

D. The Real Estate, the Additional Real Estate, the Other Real Estate and the development thereof shall be referred to as Wood Creek (hereinafter referred to as the "Development").

E. Declarant desires to develop for the benefit of persons living within the Development and also for persons located outside the Development (at the discretion of the Board of Directors), a recreational area (hereinafter referred to as the "Common Properties") on part of the Real Estate and on part of the Additional Real Estate, the legal description of such areas being set forth in Exhibit "B" attached hereto and made a part hereof.

F. Declarant deems it desirable for the efficient preservation of the values and amenities in said Development to create an agency to which the Common Properties should be

This Instrument Recorded Nov 15 1979
MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

1883

BOOK 159 PAGE 215

RECEIVED

NOV 15 9 11 AM '79

RECORDED
HAMILTON CO., IND.

CERTIFICATE OF CORRECTION

This instrument is filed for the purpose of amending the location of Drainage and Utility Easements and the right of way for Woodcreek Drive from the centerline of East 116th Street to the Point of Tangency of Curve Number 3 in the Plat of "Wood Creek - Section II", a Subdivision in Hamilton County, Indiana, the plat of which is recorded in Plat Book 7, pages 7 and 8 in the Office of the Recorder of Hamilton County, Indiana.


This instrument further amends all lot dimensions and square footages pertaining to Lot number 48 and the Common Property in said "Wood Creek - Section II".

Certified May 16, 1978



[Handwritten Signature]
JOHN V. SCHNEIDER
Reg. Land Surveyor - Indiana #S0115

This Instrument Recorded May 15 1978
MARY L. C.

 **SCHNEIDER ENGINEERING CORPORATION**
3675 NORTH POST ROAD
INDIANAPOLIS, INDIANA 46226

civil engineers
land surveyors

(317) 898-8282
P.O. BOX 26068

SHEET 2 of 2

Secretary, owner of the real estate described in the plat "Wood Creek, Section 2", do
This subdivision shall be known and designated as "Wood Creek, Section 2".

...utilities for installation and maintenance of poles, wires, mains, ducts, drains, and
...reserved. No permanent or other structure shall be erected or maintained on said strips
...be erected, altered, placed or permitted to remain on any lot herein other than one single dwelling.
...all use shall be erected or maintained on any lot in this subdivision.
...pt during the period of construction of a proper structure and for the use by the builder
...d between which line and the street property line there shall be erected or maintained no
...loor area exclusive of open porches and garages of less than 900 square feet in the case
...esements" which are hereby reserved for the use of public utility companies, not including
...sewers and drains subject, at all times, to the authority of the Town of Carmel, Indiana.
...ed on said strips. The owners of such lots in this Addition, however, shall take their
...Addition to said Easement herein granted for ingress and egress, in, along, and through the
...g be done herein which may become an annoyance or a nuisance to the neighborhood at large.
...ny of the covenants, restrictions, provisions or conditions herein, it shall be lawful for
...gainst the person or persons violating or attempting to violate any such covenants and to
...es of the streets as shown on the within plat. Also no fences shall be erected in the area
...made to permit such drainage to continue, without restriction or reduction, across the
...ement for such flow of water is provided on said plat.
...es and all persons claiming under them for a period of 25 years from the date of this plat,
...ds of ten (10) years unless changed by vote of a majority of the then owners of the buildings
...oregoing covenants (or restrictions) by judgment or court order shall in no way affect

...of Covenants and Restrictions". Such Declaration of Covenants and Restrictions shall contain such terms, conditions and
...of the real estate hereinabove described. Such Declaration of Covenants and Restrictions, at the option of Occidental Realty
...rofit Corporation, to whom the Common Properties may be conveyed, at the option of Occidental Realty Company, its
...t thereof by the owners of Lots within the above described subdivision and by owners of other real estate, which real estate
...rovide for methods of subjecting other real estate to the terms thereof or enabling other real estate to have the benefits of
...sion as Occidental Realty Company, its successors or assigns deem appropriate. (d) Maintenance and repair of the Common
...costs of maintenance of the Common Properties and the creation of liens upon real estate for failure to pay such costs or an
...assigns, until such time as Occidental Realty Company, its successors or assigns deem it appropriate to convey the same to
...ts successors or assigns.

...of Covenants and Restrictions shall be effective from the time the same are placed of record in Hamilton County, as against
...subdivision not theretofore conveyed by Occidental Realty Company, its successors or assigns to any other person, and shall
...alid and binding upon Lots theretofore conveyed only if the Owner thereof joins therein.
...the foregoing, the Common Properties are reserved for the common use and enjoyment of the owners of Lots in this addition and
...estate accorded the same or other rights pursuant to such Declaration of Covenants and Restrictions, subject to the terms of
...n of Covenants and Restrictions.
...ring title to any portion of the real estate of the foregoing subdivision shall take the same subject to all of the terms,
...itions, provisions and restrictions herein contained and those contained in any Declaration of Covenants and Restrictions
...d of record in Hamilton County, Indiana by Occidental Realty Company, its successors or assigns, prior to the acquisition of
...erson, and subject to any amendments of or supplements to any such Declaration of Covenants and Restrictions theretofore or
...pursuant to the terms of such Declaration of Covenants and Restrictions. None of the Common Properties shall be deemed
...blic use except by specific dedication hereafter made, and Occidental Realty Company, its successors or assigns reserve the
...ny such dedication at any time hereafter, so long as it, its successors or assigns owns such Common Property.

Chapter 174, Acts of 1947, enacted by the General Assembly of the State of Indiana,
...elo and an ordinance adopted by the Town Board of Trustees of the Town of Carmel,
...approval by the Town of Carmel as follows:

...mission at a meeting, Dec. 20th 1977

James Smith
VICE PRESIDENT

Richard M. Art
SECRETARY

DULY ENTERED FOR TAXATION

23 day January 1978

Richard B. Jennings Auditor
Hamilton County

By the City of Carmel Board of Public Works at a meeting held _____ 197

DAVEN S. KERN

ALBERT F. KOHL

9166

...gineering Corp.

RECORDED
AT 2:40 O'CLOCK p.

JAN 23 1978

BOOK 7 PAGE 7-8
James M. Art

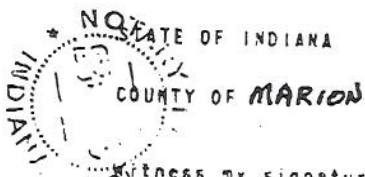
The undersigned, Occidental Realty Company by Robert A. Efreymsom, vice President, and Virginia M. Peters, hereby lay off plat and subdivide the same in accordance with the foregoing plat of Wood Cree

PROTECTIVE COVENANTS

1. The streets, if not heretofore dedicated, are hereby dedicated to public use.
2. There are strips of ground of width as shown on this plat which are hereby reserved for sewers subject at all times to the authority of the proper Civil Officers and to the easements but such owners shall take their titles subject to the rights of such public utilities.
3. All lots in this subdivision shall be known and designated as residential lots. No str
4. No hotel, boarding house, mercantile building, factory building or buildings of any kin
5. No trailer, shacks, or out houses of a permanent nature shall be erected or situated on for his material and tools.
6. Building lines as shown on the plat in feet back from the street property line are here building structure of any kind or part thereof.
7. No residence shall be erected or maintained on any lot or lots in this subdivision havi of a one story structure or 720 square feet in case of a higher structure.
8. There are strips of ground as shown on the within plat marked "Drainage Easements" and/ transportation companies, for the installation and maintenance of mains, ducts, poles, and to the easements herein reserved. No permanent or other structures shall be erecte title subject to the rights of the public utilities and to those of the owners of said strips so reserved.
9. No noxious trade or activity shall be carried on upon any lot in this subdivision, nor
10. If the parties hereto or any of them or their heirs or assigns shall violate or attempt any person owning real estate in this subdivision to prosecute any proceedings at law o prevent him or them from doing so or to recover damage or other dues for such violation
11. No fences shall be erected in this subdivision between the front building lines and the marked "Flood Plain"
12. In the event storm water drainage from any lot or lots flows across another lot, providi downstream lot and into the natural drainage channel or course, even though no specific
13. The foregoing covenants (or restrictions) are to run with the land and shall be binding at which time said covenants (or restrictions) shall be automatically extended for succ covered by these covenants (or restrictions), in whole or in part. Invalidation of any any of the other covenants (or restrictions) which shall remain in full force and effect
14. There shall be a six (6) foot drainage and utility easement on eachside lot line unles

Occidental Realty Company, its successors or assigns, reserve the right to place of record an instrument entitled provisions as are deemed advisable by Occidental Realty Company, its successors or assigns for the development an Company, its successors or assigns, may provided for, among other things, as following: (a) The formation of an In successors or assigns. (b) The reservation of the Common Properties shown on the foregoing plat for the common u shall be designated in such Declaration of Covenants and Restrictions or which Declaration of Covenants and Restr such Common Property; (c) The making available of Common Properties for use by persons residing on other real es Properties, the payment of taxes and insurance thereon and other matters relating to the Common Properties; (e) appropriate share thereof; (f) The continued ownership of the Common Properties by Occidental Realty Company, its the aforementioned Corporation to be formed; and (g) Such other matters as are deemed appropriate by Occidental Re

WITNESS MY SIGNATURE THIS 21st day of DECEMBER 1977



Before me, a Notary Public in and for said County and State personally appeared Occidental Realty Company by Robert A. Efreymsom and Virginia M. Peters, vice president and secretary respectively, and acknowledged the foregoing instrument as its voluntary act and deed, for the use and purpose therein expressed.

Witness my signature and notarial seal this 21st day of DECEMBER 1977.

My Commission expires MAY 18, 1980

Notary Public John A. Grayson
JOHN A. GRAYSON

OCCIDENTAL REALTY COMPANY

By: Robert A. Efreymsom
ROBERT A. EFROYMSOM
Vice President

Attest: Virginia M. Peters
VIRGINIA M. PETERS
Secretary

Under authority and all acts and Indiana, this pl
Approved by the

This plat was g

ALBERT B. PICKETT

This Document prepared by John V. Schneider of
1977

For Declaration of Covenants & Restrictions See Miss. Blk. 159
For Certificate of Correction See Miss Blk. 159 Page 24

NE Cor. Aulife
Sec. 4-17-4E

E. 116th ST.

North Line North Sec. 4-17-4E

N 87° 28' 30" E - 68.53'

Δ	R	L	Lc	T	Dc	Δ	R	L	Lc	T	Dc
1A	173.00'	75.85'	73.26'	30.33'	37.74045°	3A	430.00'	200.16'	208.05'	107.71'	11.37460°
1B	230.00'	86.64'	84.01'	44.03'	28.64789°	3B	453.00'	223.36'	220.19'	113.44'	12.59248°
2A	175.00'	123.01'	123.01'	83.70'	37.74045°	6A	233.00'	234.97'	232.25'	198.68'	11.93662°
2B	230.00'	86.64'	84.01'	44.03'	28.64789°	6B	250.00'	253.56'	253.56'	117.9'	25.46419°
3A	173.00'	75.85'	73.26'	30.33'	37.74045°	7A	450.00'	286.67'	281.86'	148.38'	12.73240°
3B	230.00'	86.64'	84.01'	44.03'	28.64789°	7B	500.00'	318.52'	313.16'	164.88'	11.43916°
4A	173.00'	75.85'	73.26'	30.33'	37.74045°	8A	175.00'	83.99'	83.99'	42.82'	32.74045°
4B	230.00'	86.64'	84.01'	44.03'	28.64789°	8B	200.00'	103.51'	82.91'	42.37'	28.64789°
						9A	210.00'	131.34'	130.03'	67.33'	22.3931°
						9B	270.00'	144.70'	143.04'	74.07'	20.83483°
						9C	300.00'	157.85'	156.04'	80.86'	19.09855°

Δ	R	L	Lc	T	Dc
1A	173.00'	75.85'	73.26'	30.33'	37.74045°
1B	230.00'	86.64'	84.01'	44.03'	28.64789°
2A	175.00'	123.01'	123.01'	83.70'	37.74045°
2B	230.00'	86.64'	84.01'	44.03'	28.64789°
3A	173.00'	75.85'	73.26'	30.33'	37.74045°
3B	230.00'	86.64'	84.01'	44.03'	28.64789°
4A	173.00'	75.85'	73.26'	30.33'	37.74045°
4B	230.00'	86.64'	84.01'	44.03'	28.64789°

CURVE DATA

500° 17' 42" E - 117.45'

East Line North Sec. 4-17-4E

Baseline Point

