

890057333

1989

DECLARATION OF RESTRICTIONS FOR BRADFORD CREEK

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek Section 1, (hereinafter referred to as the "Development") and as more particularly described in the Plat thereof as Instrument No. 89-0057333 recorded in the office of the Recorder of Merion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted area of the Development and before doing so desires to subject and impose upon all real estate within the platted area of the Development actual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the said lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and enhancement of the lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of the lots having and all of the Restrictions shall remain in full force and effect binding upon the Developer and upon the legal heirs, assigns and successors of the Developer and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate;

APPROVED AND DORS BY JUN 15 1989

FILED JUN 14 1989 LAWRENCE TOWNSHIP ASSESSOR

RECORDED JUN 15 1989

provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within the entire development.

DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Bradford Creek Homeowners Association, Inc. a not-for-profit corporation, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, reassign to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the development which is recorded in the office of the recorder of Marion County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General: Every numbered lot platted as part of the development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the development. All tracts of land located within the development which have not been designated by number as residential building lots in the recorded plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a zoning proceeding before the Metropolitan Development Commission of Marion County, Indiana.

Under District No. 1142-C1. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and City for modifications of the plan, and, whose authority shall apply to any other necessary governmental body for such classification, rezoning or variance of use needed to accommodate the Developer's planned use.

b. Prohibited Improvements. No sheds, outbuildings, above ground pools, antennas, satellite dishes, solar panels, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any lot.

c. Prohibition of Residential Use of Partially Completed Dwelling House. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

2. RESTRICTIONS CONCERNING USE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER BUILDINGS.

a. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on residential lots in the development, exclusive of porches, terraces, walkways, carports, accessory buildings or basements, or similar structures, or similar facilities not included and decorated for regular and continuous habitation, shall be designated on the recorded plat within the development, but shall in no case contain less than 1200 square feet of living area.

b. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these restrictions or on the recording plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the development so as to comply with the setback lines, as established on the plat of the development.

(ii) Side Yard. The side yard setback lines shall not be less than 10 feet from the side line of the lot on one side and 8 feet from the side line of the lot on the other side.

(iii) Rear Yard. The rear setback line shall be at least 20 feet from the rear lot line.

c. Fences, Mailboxes and Tree Preservation. In order to preserve the natural quality and aesthetic appearance of the

existing geographic areas within the Development. Any fence or wall over six feet high must be approved by the Committee. Signs, size, location, height and composition before it is installed, and all signs shall be wooden. No tree with a trunk diameter of six inches or more when measured 6 feet above the ground or any other planting installed by the Developer may be removed without the prior written consent of the Committee.

D. Landscaping. Each lot shall have a planting and landscaping plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs with at least three (3) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18") and a minimum of two (2) trees with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental trees at least six feet (6') in height.

E. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tan paper, millbricks siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 8/12. There shall be a separation of two (2) lots before a house type and elevation or color shall be repeated. The same house type and elevation or color cannot be located directly across the street from one another.

F. Committee Approval. All houses in the Development shall be first approved by the Committee. Prior to construction, the Builder or Owner shall submit to the Committee a plot plan, print of structure and color scheme. All fences, awnings, lawn ornaments and all improvements shall be approved by the Committee prior to erection.

G. Garages Required. All residential dwellings in the Development shall include an enclosed, two (2) car garage.

H. Heating Plans. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

I. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Approval of Plans by Developer. Every lot within the Development shall be sold to an approved builder or developer by the Developer.

Prohibition of Use of Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the said lot or improvements from becoming unsightly, and specifically the Owner shall:

- (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds;
- (ii) Remove all debris or rubbish;
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development;
- (iv) Cut down and remove dead trees;
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;
- (vi) Confine all construction activity and materials to the lot being improved, and no materials shall be used for the delivery or storage of construction materials.

M. Association's Right to Perform Certain Maintenance.
In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right by and through its agents or employees or contractors to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE

Sanitary Facilities. No outside toilets shall be located on any lot in the Development (except during a period of construction).

Construction of Sewer Lines. All sanitary sewage lines on residential building lots shall be designed and constructed in accordance with the provisions and requirements of the local health department. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

GENERAL PROVISIONS

In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraphs below. All houses built in the Development shall be equipped with a garbage disposal unit.

Fuel Storage Tanks and Trash Bins. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be placed and kept so not to be visible from any street within the Development.

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at the time when refuse collection is made.

Small Homes. No owner of any lot in the Development shall permit the building upon said lot of any dwelling which shall be used as a rental home or for other purposes from the Developer.

Temporary Structures. No temporary house, utility, fence, garage or other outbuilding shall be placed on any lot.

Ditches and Swales. It shall be the duty of every owner of every lot in the Development in 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 and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-line is unavailable.

OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES

Each common facility depicted on the recorded plat of the Development shall remain private and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer shall be intended to convey or shall be construed as a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple as a part of the financial encumbrance to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions or Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

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... and of said plain shall remain in its natural state...
 ... and shall be used only by owner and their heirs and assigns...
 ... improvements in such areas shall be...
 ... or bark... shall be permitted...
 ... alteration of the creek...
 ... approved by the Indiana Department of Natural Resources...
 ... Department of Public Works of the State of Indiana...

ARTICLE

In General. The Association of any party to whose behalf these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions; but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

Waiver or Failure to Enforce. 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 Restrictions shall be held to be a waiver by that party (or an estoppel) of that party to assert any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

Enforcement by Metropolitan Development Commission.
 See Attached Resolution No. 83-4-26, 1983 of the Metropolitan Development Commission of Marion County, Indiana, dated December 7, 1983.

EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, shall be deemed to have accepted a subsequent owner of such lot, shall accept such deed and agreement such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and

to the owners and subsequent owners of each of the lots
affected by these restrictions, to keep, observe, comply with and
enforce the restrictions and agreements.

TITLE
The provisions of the various paragraphs of
the underlined restrictions hereinafter set forth shall be construed
and the provisions of the restrictions shall be used as if the construction
of any provisions of the restrictions, wherever and whenever
applicable, the singular form of any word shall be taken to mean
or apply to the plural, and the masculine form shall be taken to
mean or apply to the feminine or to the neuter.

DURATION
The foregoing covenants and restrictions 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, at which time
said covenants and restrictions shall be automatically extended
for successive periods of ten (10) years. This duration may be
amended or changed in whole or in part by vote of those persons
who are then the owners of a majority of the numbered lots in the
Development.

11. AMENDMENT
This Declaration may be amended at any time by an instrument
recorded in the Office of the Recorder of Marion County, Indiana,
executed by the Association and at least 75% of the lot owners.
Modification or waiver of any provisions of this Declaration shall
be done and at a time and not as a whole.

12. SEVERABILITY
Every one of the restrictions is hereby declared to be
independent of and severable from the rest of the restrictions
and of and from every other one of the restrictions, and of and
from every combination of the restrictions. Therefore, if any of
the restrictions shall be held to be invalid or to be
unenforceable, or to lack the quality of running with the land,
that holding shall be without effect upon the validity,
enforceability or "running" quality of any other one of the
restrictions.

13. HOMEOWNERS ASSOCIATION EASEMENT
The Association shall have the sole right and responsibility
to design, install, maintain and alter community plantings located
within the Homeowners Association Landscape Easements, as shown on
the plat of the Development.

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IN WITNESS WHEREOF, I have hereunto set my hand and seal of the Declaration
this 12th day of June 1987

THE BRADFORD GROUP, INC.

By [Signature]
James L. Brothers
President

[Signature]
STEPHEN D. NEARY

STATE OF INDIANA)
COUNTY OF MARION) ss:

I, Stephen D. Neary, a Notary Public in and for said County and State
personally appeared James L. Brothers, President of The Bradford
Group, Inc., who acknowledged the execution of the foregoing
Declaration of Restrictions for and on behalf of that corporation.

Witness my hand and seal this 12th day of June 1987

[Signature]
Stephen D. Neary
Notary Public
Printed

My Commission Expires: 12/15/89
County of Residence: Marion

This instrument was prepared by Stephen D. Neary, Attorney at Law
KILMANN, ROSE, WOLF AND WALLACK, 2100 First Indiana Plaza,
Indianapolis, Indiana 46204 (317) 264-6000.

METROPOLITAN DEVELOPMENT COMMISSION
METROPOLITAN DEVELOPMENT COMMISSION
RESOLUTION NO. 88-118, 1988

WHEREAS, the Metropolitan Development Commission is empowered to enforce covenants made in connection with the platting of a subdivision that is approved by the Commission;
WHEREAS, the Metropolitan Development Commission has followed the policy established by the Metropolitan Development Commission of such covenants which policy may provide a right of enforcement of such covenants in the Metropolitan Development Commission by including such rights in the enforcement paragraph of the covenants of all final plats; and
WHEREAS, some of the covenants contained in final approved plats are actually private agreements between private property owners, and the Metropolitan Development Commission has no interest in enforcing such private covenants; and
WHEREAS, the Commission desires to amend its policy to provide that it will enforce only certain covenants that are made a part of a final approved plat;

NOW, THEREFORE, BE IT RESOLVED THAT:

- 1. The following language will be included in all final plats approved by the Plat Committee.

The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the subdivision control ordinance, 38-40-3, or any conditions attached to approval of this plat by the Plat Committee.

- 2. The policy expressed in this Resolution shall replace and supersede the policy adopted relative to the enforcement of plat covenants by the Commission on July 1, 1983.

Dated: December 7, 1988 *Robert Sawin*
ROBERT SAWIN, PRESIDENT
METROPOLITAN DEVELOPMENT COMMISSION

APPROVED AS TO LEGAL FORM AND
ADEQUACY THIS 16th day of
November, 1988
James E. Burroughs
James E. Burroughs
Chief Counsel, Economic Development

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CROSS REFERENCE

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DECLARATION OF RESTRICTIONS FOR BRADFORD CREEK

RECEIVED AS RECORD
MAY 23 PM 2:59
MARION COUNTY RECORDER

THIS DECLARATION, made this 30th day of April, 1980, by Bradford Group, Inc. (hereinafter referred to as the "Developer"), amending that certain Declaration recorded June 15, 1979 as Instrument No. 89-37155 in the Office of the Recorder of Marion County, Indiana:

WITNESSETH

CROSS REFERENCE

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Section 1 and Bradford Pointe, Section 2A (hereinafter, referred to as the "Development") and as more particularly described on the plat thereof as Instrument Nos. 89-005551A and 90-0043761 recorded in the office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or otherwise leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and better use for the lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to include any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within the entire development.

2. DEFINITIONS. The following are the definitions of the terms

Exhibit A Not Attached
IF True, OF Recording

FILED
MAY 23 1980
MARION COUNTY RECORDER

A. "Committee" shall mean the Bradford Creek Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time of the last lot in the Development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, INC., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer of the Association by the President or Vice President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by zoning as residential building lots in the recorded plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a zoning proceeding before the Metropolitan Development Commission of Marion County, Indiana, under Docket Nos. 87-2-116 and 87-2-117. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Installments. No shade, porchlight, above ground pools, antennas, satellite dishes, solar panels, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any lot.

C. Occupancy of Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the

Residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

All streets in the Development shall be dedicated to the public.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. MINIMUM LIVING SPACE AREAS. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and designated for regular and continuous habitation, shall be designated on the recorded plat within the development, but shall in no case contain less than 1700 square feet.

B. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed as placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

(ii) Side Yards. The side yard setback lines shall not be less than 10 feet from the side line of the lot on one side and 6 feet from the side line of the lot on the other side.

(iii) Rear Yards. The rear setback line shall be at least 20 feet from the rear lot line.

C. FENCES AND TREE PRESERVATION. In order to preserve the natural quality and aesthetic appearance ~~also existing geographic areas~~ within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

D. Landscaping, Mailboxes and Post Lamps. Each lot shall have a planting and mulching plan approved by the Committee. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18") and a minimum of two (2) trees, with shade trees of least two and one-quarter inches (2 1/4") in caliper and ornamental or evergreen trees at least six feet (6') in height.

Mailboxes and post lamps are required to be installed by the builder on each lot and shall be uniform. The approved post lamp shall be Thomas 8L-2045-1 on a black post. The approved mailbox shall be Corporate medium custom on a 6" by 4" post.

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(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Installation of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall, because of its nature, be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such cases, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

E. Garbage and Other Refuse. No owner of a lot in the Development shall burn or permit the burning of any garbage or other refuse, nor shall any such owner accumulate or permit the accumulation of any such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

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F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every trash receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time except at trucking when refuse collection is being made.

G. Model Home. No owner of any lot in the Development shall build or occupy the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every owner of every lot in the Development 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 and in good repair and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purpose of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plan nor the filing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Headford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by canoes and their guests and invitees for passive recreation. Improvements in such areas shall be limited to trails or back trails for access. No vehicles (motorized or

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non-enforcement of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

REMARKS

A. In General—The Association or any party to whom benefit these Restrictions here, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce—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 Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission—These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance—In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or other acts as enter upon said lot and repair, now, clean 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. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

E. EFFECT OF BECOMING AN OWNER

The owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent owner of such lot, shall accept such deed and execute such contract subject to such and every Restriction and agreement herein contained. By such acceptance of such deed or execution of such contract, the owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for

themselves, their heirs, personal representatives, successors and assigns, such covenants and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions, to keep, observe, comply with and perform such Restrictions and agreements.

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

10. DURATION.

The foregoing covenants and restrictions 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, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by the vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot Owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEPARABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be

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held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the restrictions.

IN WITNESS WHEREOF, witness the signatory of this Declaration this 20 day of April, 1990.

THE BRADFORD GROUP, INC.

By: [Signature]
James L. Brothman,
President

ATTEST:

APPROVED
CMD-003 BY [Signature]

5-23-90

STATE OF INDIANA)
COUNTY OF MARIAN)

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothman, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that partnership.

Witness my hand and seal this 20th day of April, 1990.

[Signature]
Notary Public

My Commission Expires: 11/5/93
County of Residence: Marian

FILED
MAY 23 1990
LAWRENCE T. ASSECO

This instrument was prepared by Stephen E. Means, Attorney at Law, MEANS, FOCKER & WYCHOWSKI, 180 Madison Center-Fourth Floor, 50 E. Madison Street, Indianapolis, Indiana 46204 (317) 264 4040.

CROSS REFERENCE

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RECONE AMENDED
DECLARATION OF RESTRICTIONS
FOR BRADFORD CREEK

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THIS DECLARATION, made this 22nd day of April, 1991, by
the Bradford Group, Inc. (hereinafter referred to as the "Developer"),
amending that certain First Amended Declaration recorded April 30, 1989,
as Instrument No. 89-00432 and correcting Instrument No. 90-00472 by
amending the legal description (Exhibit "A") and correcting the name
of the Bradford Group, Inc. on page 1 and adding Paragraph 11, in the
Office of the Recorder of Marion County, Indiana;

WITNESSETH

WHEREAS, the Developer is the owner of all the land contained in
the area shown on Exhibit A, attached hereto and made a part hereof,
which lands have been subdivided as Bradford Creek, Section 1 and
Bradford Pointe, Section 2A (hereinafter referred to as the
"Development") and as more particularly described on the plat thereof as
Instrument Nos.
89-003338 and 90-0043761 recorded in the Office of the Recorder of
Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential
lots situated within the platted area of the Development and, before
doing so, desires to subject and impose upon all real estate within the
platted area of the Development mutual and beneficial restrictions,
covenants, conditions and charges (hereinafter referred to as the
"Restrictions") under a general plan or scheme of improvement for the
benefit of the lots and lands in the Development and the future owners
thereof;

NOW, THEREFORE, the Developer hereby declares that all of the
platted lots and lands located within the Development as they herein
~~are held and shall be held, conveyed, hypothecated or~~
encumbered, leased, rented, used, occupied and improved, subject to the
following restrictions, all of which are declared and agreed to be in
furtherance of a plan for the improvement and sale of said lots and
lands in the Development, and are established and agreed upon for the
purpose of enhancing and protecting the value, desirability and
usefulness of the Development as a whole and of each of said lots
situated therein. All of the Restrictions shall run with the land and
shall be binding upon the Developer and upon the parties having or
acquiring any right, title or interest, legal or equitable, in and to
the real property or any part or parts thereof subject to such
Restrictions, and shall inure to the benefit of the Developer and every
one of the Developer's successors in title to any real estate in the
Development. The Developer specifically reserves unto itself the right
and privilege, prior to the recording of the plat by the Developer of a
particular lot or tract within the Development as shown on Exhibit A, to
exclude any real estate so shown from the Development, or to include
additional real estate; provided, however, that the Developer may not

plat and therefore include more than a maximum of 123 residential lots within the entire development.

DEFINITIONS: The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Bradford Creek Development Committee, composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the development which is recorded in the office of the Recorder of Marion County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. **IN GENERAL.** Every numbered lot platted as part of the development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the development. All tracts of land located within the development which have not been designated by numbering as residential building lots in the recorded plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceeding before the Metropolitan Development Commission of Marion County, Indiana, under Booklet Nos. 87-1-116 and 89-1-63. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Improvements. No sheds, outbuildings, above ground pools, antennae, satellite dishes, solar panels, lawn ornaments in line or front yards, nor clothes lines shall be erected or placed on any lot.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SITE PLACEMENT AND MAINTENANCE OF EXISTING ROADS AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or porches thereof, or similar facilities not modeled and dedicated for regular and continuous habitation, shall be designated on the recorded plat within the development, but shall in no case contain less than 1200 square feet of living area, except for lots 18 through 22 and 71 through 101, which shall contain no less than 1000 square feet.

B. Residential Setback Requirements.

(1) Front Setbacks. Unless otherwise provided in these restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the development so as to comply with the set-back lines, as established on the plat of the development.

(ii) Side Yards. The side yard setback lines shall not be less than 10 feet from the side line of the lot on one side and 6 feet from the side line of the lot on the other side.

(iii) Rear Yards. The rear setback line shall be at least 20 feet from the rear lot line.

C. Landscaping and Tree Preservation. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

D. Landscaping, Mulchboxes and Planting. Each lot shall have a planting and mulching plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18") and a minimum of two (2) trees, with shade trees at least two and

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one quarter inch (1/4") in caliber and ornamental or swaggers
trees at least six feet (6') in height.

Mailboxes and post lamps are required to be installed by the
builder on each lot and shall be uniform. The approved post lamp shall
be Thomas 52-3045-1 on a black post. The approved mailbox shall be
Caporale medium custom on a 6" by 4" post.

I. Exterior Construction. The finished exterior of every
building constructed or placed on any lot in the development shall be of
material other than tar paper, rollback siding or any other similar
material. No house shall have metal prefabricated flues that extend
above the highest roof line. All driveways must be paved with asphalt
or concrete. The minimum roof pitch shall be 6/12. There shall be a
separation of two (2) lots before a house type and elevation or color
shall be repeated. The same house type and elevation or color cannot be
located directly across the street from one another.

J. Committee Approval. All houses in the development shall
be first approved by the Committee. Prior to construction, the builder
or owner shall submit to the Committee a plot plan, plan or brochure
and a color scheme. All fences, awnings, lawn or deck etc. additions and
other improvements shall be approved by the Committee prior to erection.

K. Garage Required. All residential dwellings in the
development shall include an enclosed, two (2) car garage.

L. Heating Plants. Every house in the development must
contain a heating plant installed in compliance with the required codes
and capable of providing adequate heat for year-round human habitation
of the house.

M. Diligence in Construction. Every building whose
construction or placement on any residential lot in the development is
begun shall be completed within six (6) months after the beginning of
such construction or placement. No improvement which has partially or
totally been destroyed by fire or otherwise, shall be allowed to remain
in such state for more than three (3) months from the time of such
destruction or damage.

N. Sales of Lots by Developer. Every lot within the
development shall be sold to an approved builder or developed by the
developer.

O. Prohibition of Used Structures. All structures
constructed or placed on any numbered lot in the development shall be
constructed with substantially all new materials, and no used structures
shall be relocated or placed on any such lot.

P. Maintenance of Lots and Improvements. The owner of any
lot in the development shall at all times maintain the lot and any
improvements situated thereon in such a manner as to prevent the lot or

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Improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be

permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Dual Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development 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 and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purpose of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. CONVEYANCE, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's evacuation or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

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The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be limited to paths or bridges for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain. Any alteration of the creek or flood plain shall be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

ARTICLE III
ASSOCIATION
 Section 1. **Formation.** The Association or any party to whom benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to abide by, enforce or carry out any of these Restrictions.

Section 2. **Delay or Failure to Enforce.** No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

Section 3. **Enforcement by Metropolitan Development Commission.** These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

Section 4. **Association's Right to Perform Certain Maintenance.** In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, sew, clean 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 the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 5. **EFFECT OF BECOMING AN OWNER.**

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to

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each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners, covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. EXTENT.

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

10. REPEAL.

The foregoing covenants and restrictions 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, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEPARABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or 'running' quality of any other one of the Restrictions.

13. LIEN OF ASSOCIATION.

All sums assessed by the Association, but unpaid, INCLUDING installments of the Annual Assessment and Special Assessments, and any

lines duly imposed by the Association, together with late charges and interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

(a) Tax liens on the lot in favor of any assessing unit or specially district; and
 (b) All sums unpaid on a first mortgage of record.
 The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment Lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable amount for the use and occupancy of the lot. The Association, upon the affirmative vote of 50% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

WITNESSETH WHEREOF, witness the signature of the Declarant this 28th day of April, 1991.

THE BRADFORD GROUP, INC.

By: James L. Brothers
 James L. Brothers
 President

ATTEST:
Stephan Hattag

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STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that partnership.

Witness my hand and seal this 22 day of April, 1991.

Adith A. Moneys
Signature
Adith A. Moneys
Printed
NOTARY PUBLIC

My Commission Expires: 12/15/93
County of Residence: Marion

This instrument was prepared by Stephen D. Mears, Attorney at Law, MEARS, TUCKER & RICHOLTS, Meridian Centre-Fourth Floor, 50 S. Meridian Street, Indianapolis, Indiana 46204 (317) 264-4040.

BRADFORD POINTE
SECTION 2A

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Section; thence North 89 degrees 13 minutes 59 seconds East (assumed bearing) along the North line of said Quarter Section 520.16 feet; thence South 00 degrees 10 minutes 21 seconds East 200.00 feet; thence South 49 degrees 03 minutes 59 seconds West 111.06 feet; thence South 25 degrees 03 minutes 36 seconds West 244.97 feet; thence South 50 degrees 08 minutes 10 seconds East 196.39 feet; thence North 85 degrees 40 minutes 37 seconds East 36.35 feet; thence South 22 degrees 12 minutes 26 seconds East 214.66 feet to a point on a curve concave southeasterly, the radius point of said curve being South 22 degrees 12 minutes 26 seconds East 200.00 feet from said point; thence southwesterly along said curve 94.94 feet to a second point on said curve the radius point being South 49 degrees 24 minutes 24 seconds East 200.00 feet from said point; thence South 52 degrees 16 minutes 22 seconds East 4.73 feet; thence South 37 degrees 43 minutes 38 seconds West 214.40 feet; thence North 32 degrees 57 minutes 45 seconds West 80.00 feet; thence North 85 degrees 10 minutes 55 seconds West 71.47 feet; thence South 64 degrees 50 minutes 36 West 307.28 feet to a point on the West line of said Quarter Section; thence North 00 degrees 10 minutes 21 seconds West along said West line 1113.84 feet to the place of beginning containing 11.451 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 28 lots numbered 38-65 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

CERTIFIED:

David J. Stoppalwerth
Registered Land Surveyor
50474

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03/02/90
03/16/90

EXHIBIT "A"
(Page 1 of 2)

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BRADFORD CREEK
SECTION I

A part of the Northeast Quarter of Section 17, Township 17 North, Range 3 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet to the Point of Beginning; thence South 80 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West 331.16 feet; thence North 74 degrees 07 minutes 45 seconds West 307.75 feet; thence North 02 degrees 06 minutes 01 seconds West 353.14 feet; thence North 41 degrees 41 minutes 00 seconds East 187.83 feet; thence North 32 degrees 53 minutes 58 seconds East 115.00 feet; thence North 89 degrees 13 minutes 59 seconds East 29.68 feet; thence North 00 degrees 46 minutes 01 seconds West 150.00 feet; thence North 10 degrees 38 minutes 25 seconds West 52.46 feet; thence North 00 degrees 10 minutes 21 seconds West 300.00 feet; thence North 89 degrees 13 minutes 59 seconds East along the north line of said Quarter Section 322.80 to the place of beginning containing 14.154 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

EXHIBIT "A"
(Page 2 of 2)

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THIRD AMENDED
DECLARATION OF RESTRICTIONS
FOR BRADFORD CREEK

THIS DECLARATION, made this 8th day of May, 1992, by The Bradford Group, Inc. (hereinafter referred to as the "Developer") amending that certain Second Amended Declaration recorded April 25, 1991 as Instrument No. 91-38506, in the Office of the Recorder of Marion County, Indiana;

WITNESSETH:

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Sections 1 and 4 and Bradford Pointe, Section 2A hereinafter referred to as the "Development") and as more particularly described on the plat thereof as Instrument Nos. 89-55510 and 90-43761 recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within the entire development.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Bradford Creek Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the Development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation, who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of its obligations.

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2. CHARACTER OF THE DEVELOPMENT

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceedings before the Metropolitan Development Commission of Marion County, Indiana, under Docket Nos. 87-Z-116 and 89-Z-63. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Improvements. No sheds, outbuildings, above ground pools, antennae, satellite disks, solar panels, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any lot.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1200 square feet of living area; except for lots 58 through 68 and 71 through 102, which shall contain no less than 1000 square feet.

B. Residential Setback Requirements

(i) Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

(ii) Side Yards. The side yard setback lines shall not be less than 10 feet from the side line of the lot on one side and 6 feet from the side line of the lot on the other side. However, in Section 4 of Bradford Creek the side yard setback may be only 5 feet per side.

(iii) Rear Yards. The rear setback line shall be at least 20 feet from the rear lot line.

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A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

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F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development 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 and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

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J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be limited to mulch or bark trails for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. 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 restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

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C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean 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 the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

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

10. DURATION.

The foregoing covenants and restrictions 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, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. LIEN OF ASSESSMENT

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this 8 day of May, 1992.

THE BRADFORD GROUP, INC.

By: James L. Brothers
James L. Brothers
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that partnership.

Witness my hand and seal this 8th day of May, 1992

Maxine H. Webb
Signature
MAXINE H. WEBB
Printed

NOTARY PUBLIC

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 LAWRENCE TOWNSHIP
 ASSESSOR

CROSS REFERENCE
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**FOURTH AMENDED
 DECLARATION OF RESTRICTIONS
 FOR BRADFORD CREEK**

THIS DECLARATION, made this 15th day of Sept, 1992, by The Bradford Group, Inc. (hereinafter referred to as the "Developer") amending that certain Third Amended Declaration recorded May 11, 1992 as Instrument No. 92-58311, in the Office of the Recorder of Marion County, Indiana;

WITNESSETH:

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Sections 1 and 4 and Bradford Pkate, Sections 2A, 3A and 3B hereinafter referred to as the "Development" and as more particularly described on the plat thereof as Instrument Nos. 89-55510, 90-43761, 92-58311 and ~~92-58311~~ recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within the entire development.

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1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Bradford Creek Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the Development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, with respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. **CHARACTER OF THE DEVELOPMENT**

A. **In General.** Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a zoning proceedings before the Metropolitan Development Commission of Marion County, Indiana, under Docket Nos. 87-Z-116 and 89-Z-63. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. **Prohibited Improvements.** No sheds, outbuildings, above ground pools, antennae, satellite dishes, solar panels, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any lot.

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A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1200 square feet of living area.

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(iii) Rear Yards. The rear setback line shall be at least 20 feet from the rear lot line.

C. Fences and Tree Preservation. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

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E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

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Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every oil-based receptacle for ashes, trash, rubbish or garbage shall be installed underground and shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development 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 and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be limited to mulch or bark trails for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall

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be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

REMEDIES

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. 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 restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean 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 the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

B. EFFECT OF BECOMING AN OWNER

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the

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lot affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES

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

10. DURATION

The foregoing covenants and restrictions 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, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. LIEN OF ASSESSMENT

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

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The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer) shall extinguish the Assessment Lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereon. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same) shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this
 15th day of Sept 1992.

THE BRADFORD GROUP, INC.

By: James L. Brothers
 James L. Brothers
 President

FILED
 SEP 23 1992
 LAWRENCE TOWNSHIP
 ASSESSOR

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STATE OF INDIANA)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that partnership.

Witness my hand and seal this 23 day of Sept. 1992



Signature: Wendy Rut May
Printed: Wendy Rut May
NOTARY PUBLIC

My Commission Expires: _____
County of Residence: _____

WENDY RUT MAY
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXPIRES FEB. 24 1994



This instrument was prepared by Stephen D. Mears, Attorney at Law, 8595 Keystone Crossing, Suite 100, Indianapolis, Indiana 46240 (317) 253-5115.

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BRADFORD CREEK
SECTION 1.

A part of the Northeast Quarter of Section 27, Township 17 North, Range 9 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 240.00 feet to the Point of Beginning; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section 1336.17 feet; thence South 87 degrees 23 minutes 31 seconds West 331.16 feet; thence North 74 degrees 07 minutes 45 seconds West 307.75 feet; thence North 02 degrees 06 minutes 01 seconds West 353.14 feet; thence North 41 degrees 41 minutes 00 seconds East 187.85 feet; thence North 32 degrees 53 minutes 59 seconds East 315.00 feet; thence North 89 degrees 13 minutes 59 seconds East 29.68 feet; thence North 00 degrees 45 minutes 01 seconds West 150.00 feet; thence North 10 degrees 38 minutes 25 seconds West 55.46 feet; thence North 00 degrees 10 minutes 21 seconds West 300.00 feet; thence North 89 degrees 13 minutes 59 seconds East along the north line of said Quarter Section 322.80 to the place of beginning containing 14.154 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

EXHIBIT "A"

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BRADFORD CREEK

Section 1

Exhibit "A"

A part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section; said line also being the East line of Bradford Creek, Section 1, recorded as Instrument No. 89-55510, in the Office of the Recorder of Marion County, Indiana, 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West along the South line of said Bradford Creek, Section 1, 331.16 feet to the POINT OF BEGINNING; thence South 00 degrees 28 minutes 07 seconds East 455.75 feet to a point on the North line of Hidden Creek at Celis, Section 1, recorded as Instrument No. 87-131435, in the Office of the Recorder of Marion County, Indiana; the following 30 courses being along the North line of said Hidden Creek at Celis, Section 1: 1) South 60 degrees 40 minutes 00 seconds West 30.63 feet; 2) South 62 degrees 47 minutes 30 seconds West 118.32 feet; 3) North 62 degrees 07 minutes 21 seconds West 34.00 feet; 4) North 18 degrees 05 minutes 00 seconds West 58.00 feet; 5) South 83 degrees 43 minutes 01 seconds West 90.00 feet; 6) South 25 degrees 35 minutes 54 seconds West 34.69 feet; 7) South 45 degrees 00 minutes 00 seconds West 32.00 feet; 8) South 20 degrees 45 minutes 00 seconds West 66.00 feet; 9) South 85 degrees 15 minutes 00 seconds West 65.00 feet; 10) North 36 degrees 39 minutes 21 seconds West 57.78 feet; 11) North 28 degrees 21 minutes 32 seconds West 110.13 feet; 12) North 25 degrees 25 minutes 00 seconds West 65.00 feet; 13) North 58 degrees 36 minutes 03 seconds West 69.39 feet; 14) North 53 degrees 06 minutes 05 seconds West 49.80 feet; 15) North 88 degrees 50 minutes 00 seconds West 33.00 feet; 16) South 39 degrees 55 minutes 00 seconds West 60.00 feet; 17) South 02 degrees 16 minutes 21 seconds West 158.31 feet; 18) South 47 degrees 35 minutes 00 seconds West 34.00 feet; 19) North 72 degrees 25 minutes 00 seconds West 40.00 feet; 20) North 35 degrees 30 minutes 00 seconds West 58.00 feet; 21) South 65 degrees 15 minutes 29 seconds West 22.46 feet; 22) South 47 degrees 00 minutes 49 seconds West 26.04 feet; 23) North 74 degrees 53 minutes 46 seconds West 50.31 feet; 24) North 21 degrees 52 minutes 01 seconds West 19.37 feet; 25) North 12 degrees 42 minutes 35 seconds West 110.44 feet; 26) North 66 degrees 40 minutes 00 seconds West 42.00 feet; 27) South 80 degrees 35 minutes 00 seconds West 52.00 feet; 28) South 46 degrees 32 minutes 04 seconds West 81.51 feet; 29) South 41 degrees 10 minutes 00 seconds West 48.00 feet; 30) South 30 degrees 37 minutes 49 seconds West 36.43 feet; thence North 00 degrees 10 minutes 21 seconds West 482.90 feet; thence North 78 degrees 37 minutes 15 seconds East 250.75 feet; thence South 31 degrees 22 minutes 45 seconds East 25.00 feet; thence North 78 degrees 37 minutes 15 seconds East 182.26 feet; thence South 81 degrees 37 minutes 45 seconds East 256.45 feet; thence North 61 degrees 45 minutes 00 seconds East 137.55 feet to the Southwest corner of Bradford Creek, Section 1; thence South 74 degrees 07 minutes 45 seconds East along the South line of said Bradford Creek, Section 1, 307.75 feet to the place of beginning.

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BRADFORD POINTE

Sections 3A, 6, 3B

Exhibit attached to and forming a part of commitment number: P012159
 Continuation of SCHEDULE A

Legal Description

A part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marlon County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Section; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Quarter Section, said line also being the West line of Bradford Pointe, Section 2A, recorded as Instrument No. 900043761, in the Office of the Recorder of Marlon County, Indiana, 1113.84 feet to the Southwest corner of said Bradford Pointe, Section 2A; said point also being the Point of Beginning for this description; the following four courses being along the Southerly line of said Bradford Pointe, Section 2A: (1) North 64 degrees 50 minutes 36 seconds East 307.28 feet; (2) South 85 degrees 10 minutes 55 seconds East 71.48 feet; (3) South 52 degrees 57 minutes 45 seconds East 80.00 feet; (4) North 37 degrees 43 minutes 38 seconds East 214.40 feet; thence leaving the said Southerly line of Bradford Pointe, Section 2A, South 52 degrees 16 minutes 22 seconds East 35.00 feet to a point on a curve concave Southwesterly, the radius point of said curve being South 37 degrees 43 minutes 38 seconds West 225.00 feet from said point; thence Southeasterly along said curve 99.81 feet to a point on said curve, the radius point being South 63 degrees 08 minutes 41 seconds West 225.00 feet from said point; thence North 63 degrees 08 minutes 41 seconds East 76.68 feet; thence South 85 degrees 16 minutes 22 seconds East 290.58 feet; thence South 00 degrees 10 minutes 21 seconds East 851.21 feet to a point on the North line of Hidden Creek at Galist, Section 1; no perpendicular thereat, recorded as Instrument No. 87-131435, in the Office of the Recorder of Marlon County, Indiana, the next twenty-five calls being along said North line of Hidden Creek at Galist, Section 1: (1) South 30 degrees 37 minutes 49 seconds West 69.26 feet; (2) North 84 degrees 55 minutes 00 seconds West 57.00 feet; (3) North 37 degrees 45 minutes 00 seconds West 58.00 feet; (4) North 02 degrees 39 minutes 35 seconds East 116.37 feet; (5) North 58 degrees 30 minutes 00 seconds West 23.00 feet; (6) South 83 degrees 20 minutes 00 seconds West 29.00 feet; (7) South 40 degrees 35 minutes 00 seconds West 27.00 feet; (8) South 16 degrees 20 minutes 00 seconds West 35.00 feet; (9) South 65 degrees 40 minutes 35 seconds West 34.55 feet; (10) North 6 degrees 00 minutes 00 seconds West 40.00 feet; (11) North 79 degrees 25 minutes 19 seconds West 42.35 feet; (12) North 79 degrees 35 minutes 00 seconds West 24.00 feet; (13) North 56 degrees 56 minutes 39 seconds West 63.52 feet; (14) South 66 degrees 25 minutes 00 seconds West 33.00 feet; (15) South 54 degrees 55 minutes 00 seconds West 35.00 feet; (16) South 82 degrees 26 minutes 45 seconds West 11.96 feet; (17) North 36 degrees 57 minutes 39 seconds West 105.64 feet; (18) North 63 degrees 53 minutes 38 seconds West 19.39 feet; (19) North 80 degrees 35 minutes 00 seconds West 80.00 feet; (20) North 52 degrees 40 minutes 00 seconds West 200.00 feet; (21) North 80 degrees 45 minutes 00 seconds West 130.46 feet; (22) North 00 degrees 10 minutes 21 seconds West 47.00 feet; (23) North 06 degrees 15 minutes 00 seconds East 105.00 feet; (24) North 10 degrees 35 minutes 00 seconds West 63.00 feet; (25) North 32 degrees 53 minutes 46 seconds West 67.02 feet; to a point on the West line of said Quarter Section (thence leaving the said North line of Hidden Creek at Galist, Section 1, North 00 degrees 10 minutes 21 seconds West on said West line 102.70 feet to the place of beginning.

EXHIBIT "A"

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BRADFORD POINTS
SECTION 2A

The undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Section; thence North 89 degrees 13 minutes 59 seconds East (assumed bearing) along the North line of said Quarter Section 520.16 feet; thence South 00 degrees 10 minutes 21 seconds East 200.00 feet; thence South 49 degrees 03 minutes 59 seconds West 111.06 feet; thence South 25 degrees 03 minutes 36 seconds West 246.97 feet; thence South 50 degrees 08 minutes 10 seconds East 196.39 feet; thence North 35 degrees 40 minutes 37 seconds East 56.35 feet; thence South 22 degrees 12 minutes 26 seconds East 214.66 feet to a point on a curve concave southeasterly, the radius point of said curve being South 22 degrees 12 minutes 26 seconds East 200.00 feet from said point; thence southwesterly along said curve 94.94 feet to a second point on said curve the radius point being South 49 degrees 24 minutes 24 seconds East 200.00 feet from said point; thence South 52 degrees 16 minutes 22 seconds East 4.75 feet; thence South 37 degrees 43 minutes 38 seconds West 214.40 feet; thence North 52 degrees 57 minutes 45 seconds West 80.00 feet; thence North 65 degrees 10 minutes 55 seconds West 71.47 feet; thence South 64 degrees 50 minutes 36 West 307.28 feet to a point on the West line of said Quarter Section; thence North 00 degrees 10 minutes 21 seconds West along said West line 1113.84 feet to the place of beginning containing 11.451 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 29 lots numbered 38-65 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

CERTIFIED:

David J. Stoepelwerth
Registered Land Surveyor
50474

1143052A/METES
03/02/90
03/16/90

EXHIBIT "A"
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