

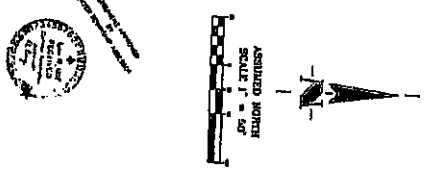
FALL CREEK PROPER
 (REPLAT OF MERIDIAN INVESTMENT CO'S 1ST SUB.
 AND PART OF DOUGLASS PARK)
 CENTER TOWNSHIP
 MARION COUNTY, INDIANA

11-1-1933
 15-241193
 The plat was prepared and approved by the Board of Commissioners of Marion County, Indiana, on the 11th day of November, 1933.

15-201193

NOTICE

Total Acres	120.00
Area of Section	120.00
Total Area of Section	120.00
Total Area of Section	120.00
Total Area of Section	120.00



15-241193

<p>Schneider Independent Corporation</p>	
<p>Prepared by: <i>[Signature]</i> Date: 11-1-1933</p>	
<p>Approved by: <i>[Signature]</i> Date: 11-1-1933</p>	
<p>Plat No. 15-241193</p>	
<p>Section 1</p>	

95 0041493

660041493

FALL CREEK PROPER

660011193

(REPLAT OF MERIDIAN INVESTMENT CO'S 1ST SUB. AND PART OF DOUGLASS PARK) PART OF SECTION 25-16N-R3E CENTER TOWNSHIP MARION COUNTY, INDIANA

THIS INSTRUMENT WAS PREPARED BY EDWARD D. CASCOLETTI REGISTERED LAND SURVEYOR - INDIANA #05060 SCHNEIDER ENGINEERING CORP. 3020 NORTH POST ROAD INDIANAPOLIS, INDIANA 46226 TELEPHONE (317) 598-8222

THIS PLAT IS SUBJECT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF FALL CREEK PROPER RECORDED AS INSTRUMENT # [blank] IN THE OFFICE OF THE RECORDER OF MARION COUNTY, INDIANA, AND ANY ASSIGNMENTS THEREIN IN TESTIMONY WHEREOF, WITNESS THE SIGNATURE OF OWNER AND DEDICANT THIS [blank] DAY OF [blank]

THE UNDERSIGNED, DEPARTMENT OF METROPOLITAN DEVELOPMENT, BY ELAINE E. BEDEL, DIRECTOR FOR AND BEHALF OF DEPARTMENT OF METROPOLITAN DEVELOPMENT, AS OWNER OF THE WITHIN DESCRIBED REAL ESTATE SHOWN AND DESCRIBED ON THIS PLAT, HEREBY LAYS OFF, PLATS AND SUBDIVIDES THE SAID INTO LOTS AND PUBLIC WAYS IN ACCORDANCE WITH THE WITHIN PLAT, THE WITHIN PLAT SHALL BE KNOWN AND DESIGNATED AS FALL CREEK PROPER, A SUBDIVISION IN MARION COUNTY, CENTER TOWNSHIP, INDIANA.

IN WITNESS WHEREOF, THE UNDERSIGNED, HAVE HERETO CAUSED ITS AN-D THEIR NAMES TO BE SUBSCRIBED THIS [blank] DAY OF April, 1995

OWNER DEPARTMENT OF METROPOLITAN DEVELOPMENT BY: Elaine E. Bedel ELAINE E. BEDEL, DIRECTOR

STATE OF Indiana COUNTY OF Marion

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED.

WITNESS MY SIGNATURE AND NOTARIAL SEAL THIS 10th DAY OF April 1995

MY COMMISSION EXPIRES [blank] NOTARY PUBLIC [blank]

METROPOLITAN DEVELOPMENT COMMISSION, THE METROPOLITAN DEVELOPMENT COMMISSION, ITS SUCCESSORS AND ASSIGNS SHALL HAVE NO POWER OR AUTHORITY TO ENFORCE ANY COVENANTS, RESTRICTIONS OR OTHER INSTRUMENTS CONTAINED HEREIN OTHER THAN THOSE COVENANTS, RESTRICTIONS OR INSTRUMENTS THAT EXPRESSLY BENEFIT THE METROPOLITAN DEVELOPMENT COMMISSION; PROVIDED THAT NOTHING HEREIN SHALL BE CONSTRUED TO PREVENT THE METROPOLITAN DEVELOPMENT COMMISSION FROM ENFORCING ANY PROVISION OF THE SUBDIVISION CONTROL CHARTERS, 36-40-13, AS AMENDED, OR ANY COVENANTS ATTACHED TO APPROVAL OF THIS PLAT BY THE PLAT COMRAITE.

SEE COVENANTS, NO FENCE, WALL, HEDGE OR SHRUB PLANTING WHICH OBSTRUCTS SIGHT LINES AT ELEVATIONS BETWEEN TWO (2) AND NINE (9) FEET ABOVE THE STREET SHALL BE PLACED OR PERMITTED TO REMAIN ON ANY CORNER LOT WITHIN THE TRIANGULAR AREAS FORMED BY THE STREET PROPERTY LINES AND A LINE CONNECTING POINTS TWENTY-TWO (22) FEET FROM THE INTERSECTION OF SAID STREET LINES OR IN THE CASE OF A ROUNDABOUT PROPERTY CORNER, FROM THE INTERSECTION OF THE STREET LINES EXTENDED. THE SAID SIGHT LINE LIMITATIONS SHALL APPLY TO ANY LOT WITHIN TEN (10) FEET FROM THE INTERSECTION OF A STREET LINE WITH THE EDGE OF A SURVEYED PAVEMENT OR ALLEY LINE, NO TREE SHALL BE PERMITTED TO REMAIN WITHIN SUCH DISTANCES OF SUCH INTERSECTIONS UNLESS THE TREE IS MAINTAINED AT A SUBSTANTIAL COST TO PREVENT OBSTRUCTION OF SUCH SIGHT LINES.

DESCRIPTION OF THE SOUTHWEST CORNER OF LOT 180 IN SAID DOUGLASS PARK, THENCE SOUTH 88 DEGREES 02 MINUTES 02 SECONDS WEST ALONG THE NORTH (2) FEET BOUNDARY OF SAID LOT 180 TO THE POINT OF BEGINNING, THENCE NORTH 88 DEGREES 02 MINUTES 02 SECONDS WEST ALONG SAID BOUNDARY OF SAID LOT 180 TO THE POINT OF BEGINNING, THENCE SOUTH 88 DEGREES 02 MINUTES 02 SECONDS WEST ALONG SAID BOUNDARY OF SAID LOT 180 TO THE POINT OF BEGINNING, THENCE SOUTH 88 DEGREES 02 MINUTES 02 SECONDS WEST ALONG SAID BOUNDARY OF SAID LOT 180 TO THE POINT OF BEGINNING, THENCE SOUTH 88 DEGREES 02 MINUTES 02 SECONDS WEST ALONG SAID BOUNDARY OF SAID LOT 180 TO THE POINT OF BEGINNING.

NOTICE: This instrument covers 76 lots, 74 lots 54, 56 and 65, 74 lots 78, 80, 82, 84, 86, 88, 90, 92, 94, 96, 98, 100, 102, 104, 106, 108, 110, 112, 114, 116, 118, 120, 122, 124, 126, 128, 130, 132, 134, 136, 138, 140, 142, 144, 146, 148, 150, 152, 154, 156, 158, 160, 162, 164, 166, 168, 170, 172, 174, 176, 178, 180, 182, 184, 186, 188, 190, 192, 194, 196, 198, 200, 202, 204, 206, 208, 210, 212, 214, 216, 218, 220, 222, 224, 226, 228, 230, 232, 234, 236, 238, 240, 242, 244, 246, 248, 250, 252, 254, 256, 258, 260, 262, 264, 266, 268, 270, 272, 274, 276, 278, 280, 282, 284, 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, 310, 312, 314, 316, 318, 320, 322, 324, 326, 328, 330, 332, 334, 336, 338, 340, 342, 344, 346, 348, 350, 352, 354, 356, 358, 360, 362, 364, 366, 368, 370, 372, 374, 376, 378, 380, 382, 384, 386, 388, 390, 392, 394, 396, 398, 400, 402, 404, 406, 408, 410, 412, 414, 416, 418, 420, 422, 424, 426, 428, 430, 432, 434, 436, 438, 440, 442, 444, 446, 448, 450, 452, 454, 456, 458, 460, 462, 464, 466, 468, 470, 472, 474, 476, 478, 480, 482, 484, 486, 488, 490, 492, 494, 496, 498, 500, 502, 504, 506, 508, 510, 512, 514, 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576, 578, 580, 582, 584, 586, 588, 590, 592, 594, 596, 598, 600, 602, 604, 606, 608, 610, 612, 614, 616, 618, 620, 622, 624, 626, 628, 630, 632, 634, 636, 638, 640, 642, 644, 646, 648, 650, 652, 654, 656, 658, 660, 662, 664, 666, 668, 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, 724, 726, 728, 730, 732, 734, 736, 738, 740, 742, 744, 746, 748, 750, 752, 754, 756, 758, 760, 762, 764, 766, 768, 770, 772, 774, 776, 778, 780, 782, 784, 786, 788, 790, 792, 794, 796, 798, 800, 802, 804, 806, 808, 810, 812, 814, 816, 818, 820, 822, 824, 826, 828, 830, 832, 834, 836, 838, 840, 842, 844, 846, 848, 850, 852, 854, 856, 858, 860, 862, 864, 866, 868, 870, 872, 874, 876, 878, 880, 882, 884, 886, 888, 890, 892, 894, 896, 898, 900, 902, 904, 906, 908, 910, 912, 914, 916, 918, 920, 922, 924, 926, 928, 930, 932, 934, 936, 938, 940, 942, 944, 946, 948, 950, 952, 954, 956, 958, 960, 962, 964, 966, 968, 970, 972, 974, 976, 978, 980, 982, 984, 986, 988, 990, 992, 994, 996, 998, 1000.



660041493

DOCKET NO. 95-P-9

PROJECT: FALL CREEK PROPER JOB NO: 1028 PREPARED FOR: DEPARTMENT OF METROPOLITAN DEVELOPMENT DRAWN BY: DATE: 4/10/95 SCALE: 1"=40'

660041493



CITY OF INDIANAPOLIS

STEPHEN GOLDSMITH
MAYOR

AMENDMENT TO FALL CREEK PROPER
Instrument # 950041493

2

JOHN R. VON ARD
MARION COUNTY CLERK

MAY 1995 90024

April 11, 1995

Jill Henry
DMD
2065 City-County Building
Indianapolis, Indiana 46204

DULY ENTERED FOR
TAXATION
SUBJECT TO FIRST
ACCEPTANCE FOR TRANSFER

Re: 236 EAST 25TH STREET (95-HOV-26)

Dear Ms. Henry:

The Hearing Officer, appointed pursuant to IC-36-7-4-923, at his regular meeting on April 11, 1995, heard your petition for a variance of development standards of the Dwelling Districts Zoning Ordinance to provide for the construction of single-family residences, associated with the Fall Creek Proper Subdivision, with front yard setbacks of:

- a. 20 feet from Delaware Street (minimum 40 feet from proposed right-of-way required),
 - b. 25 feet from Central Avenue (minimum 40 feet from proposed right-of-way required),
 - c. 20 feet from New Jersey Street (minimum 25 feet required),
 - d. 20 feet from Alabama Street (minimum 25 feet required),
 - e. 10 feet from Fall Creek Parkway South Drive (minimum 25 feet required),
 - f. 15 feet from 25th Street (minimum 30 feet from proposed right-of-way required),
 - g. 15 feet from the proposed connector street, between Alabama and New Jersey Streets (minimum 25 feet required), and with the main floor area of each single-family residence (first floor) consisting of a minimum of 500 square feet (minimum 900 for one-story and 660 for buildings higher than one story required).
- The property is located at 236 East 25th Street in Indianapolis, Center Township, in a D-8 and C-3 zoning district.

The Hearing Officer, being fully advised in the matter, granted the variance, and his findings are of record in the office of the Neighborhood and Development Services Division. The variance is subject to the following conditions to which the petitioner agreed:

- 1. All development shall comply with the Dwelling Districts Zoning Ordinance development standards, except as modified by this petition.

An Improvement Location Permit (ILP) shall be obtained prior to construction.

05/01/95 10:31AM JOAN N. KONERIL MARION CTY RECORDER TJK 9.00 PAGES: 2
Inst # 1995-0048459

DEPARTMENT OF METROPOLITAN DEVELOPMENT
NEIGHBORHOOD AND DEVELOPMENT SERVICES DIVISION
SUITE 2021 CITY COUNTY BUILDING
200 EAST WASHINGTON STREET • INDIANAPOLIS, INDIANA 46204-3329
(317) 327-5155 • FAX: (317) 327-7883 • TDD FOR HEARING IMPAIRED: (317) 327-5186



Under the Hearing Officer's rules of procedure, a completion affidavit, showing compliance with the approved plan, must be filed with the Neighborhood and Development Services Division, in Room 2021 of the City-County Building, within thirty days after completion.

Very truly yours,



Eugene Lausch
Hearing Officer

EL/js

COUNTY OF MARION)
) ss:
STATE OF INDIANA)

Before me, a notary public in and for said county and state, personally appeared the above and acknowledge the execution of the foregoing instrument as his voluntary act and deed for the uses and purposes therein expressed. Witness my signature and seal this 1st day of May, 1995.

Jan L. Stevens
Notary Public
Printed Name: Jan L. Stevens

My commission expires: 4-7-98

This document prepared by Jan Stevens.

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PLAT COVENANTS AND RESTRICTIONS OF FALL CREEK PROPER

The undersigned, ~~F~~FALL CREEK PROPER, L.P., an Indiana limited partnership ("Developer"), as the owner of the real estate more specifically described on this plat (the "Real Estate"), hereby certifies that it has laid off, platted and subdivided, and does hereby lay off, plat and subdivide said Real Estate in accord with this plat. This subdivision (the "Subdivision") shall be known and designated as Fall Creek Proper, consisting of Lot Nos. 1 through 56, inclusive, an addition in Marion County, Indiana. In addition to the covenants and restrictions hereinafter set forth, the Real Estate is, pursuant to the terms of a Declaration of Covenants, Conditions and Restrictions recorded immediately subsequent to the recordation of this plat (the "Declaration"), subject to the restrictions and agreements contained in the Declaration, and to the rights, powers, duties and obligations of Fall Creek Proper Homeowner's Association, Inc. (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and further owners of lots in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. Utility, Drainage, Sanitary Sewer, Landscape and Sign Easements. There are areas of ground on this plat marked "Drainage, Utility and Sewer Easements (D.U. & S.E.)", "Landscape Maintenance Access Easements" and "Sign Landscape Easements" either separately or in combination.

The Drainage, Utility and Sewer Easements are hereby created and reserved for the Department of Public Works of the City of Indianapolis, Indiana its successors or assigns, who shall have full authority and maintenance and repair responsibilities for such storm sewer system servicing the Subdivision, as well as any future connections and extensions thereto. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

The Landscape Maintenance Access Easements are hereby created and reserved for the use of Developer and the Association for access to and for the installation, repair, replacement and maintenance of landscaping within the Subdivision.

The Sign Landscape Easements are hereby created and reserved for the use of Developer and the Association for access to and for the installation, repair, replacement and maintenance of signs, sign structures and landscaping.

03/20/96 03:44PM JOAN N. ROBERTL MARION CTY RECORDER SLS 21.00 PAGES: 7

Inst # 1996-0037234

The delineation of the Drainage, Utility and Sewer Easements, Landscape Maintenance Access Easement and Sign Landscape Easement areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go onto any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 1. No permanent structures shall be erected or maintained upon said easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Drainage, Utility and Sewer Easements herein created and reserved.

The delineation of the Drainage and Utility Easement, Drainage Easement, Drainage, Utility and Sanitary Sewer Easements and Drainage, Utility and Sewer Easements areas on this plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go onto any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this paragraph 1. No permanent structures shall be erected or maintained upon said easements. The owners of lots in this Subdivision shall take and hold title to the lots subject to the Drainage and Utility Easements, Drainage Easements and Drainage, Utility and Sanitary Sewer Easements herein created and reserved.

2. Dedication of Streets. The streets and rights-of-way as shown on this plat, if not heretofore dedicated to the public, are hereby dedicated to public use, to be owned and maintained by the governmental body having jurisdiction thereof.

3. Building Location. "Building Lines (B.L.)" are as depicted in and on this plat. With the exception of permitted fences as may be approved by the Committee (as defined in paragraph 4 below), no buildings or structures shall be erected or maintained between said setback lines and the lot line of said lot. With the exception of periods reasonably necessary for construction, all lots shall be sodded from the front yard lot line to, at a minimum, the building set-back line applicable to the lot. In addition, with the exception of fences as may be approved by the Committee, no building or structures shall be erected or maintained closer than _____ () feet to any side lot line of any lot, with each lot having an aggregate side yard requirement of _____ () feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.

4. Architectural Control Committee. No building, fence, walls, fuel storage tanks, antennae, satellite dishes, in-ground or above-ground pools, or other structure or appurtenance shall be constructed, erected, placed, replaced, altered, or repaired on any lot in this Subdivision until the building plans, specifications and plot plans showing the location and nature of such structures, improvements and/or appurtenances have been approved by the Fall Creek Proper Architectural Control Committee ("Committee"), in accord with the terms and provisions of the Declaration. The destruction of trees and vegetation and any other such matters as may effect the environment and ecology of this Subdivision shall be the proper concern of the Committee and shall first be approved thereby. Notwithstanding the provisions of this paragraph 4 or any

other provisions of this plat or the Declaration requiring the approval of the Committee, Developer and any affiliate of Developer shall not be required to apply for or secure the approval of the Committee in connection with any construction, improvement or installation by Developer, or any affiliate of Developer, of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Real Estate.

5. Fence Limitation/Site Lines. All fences located in the back yards shall be approved by the Architectural Control Committee. Galvanized chain link fence shall not be permitted. No fence, wall, hedge or shrub planting which obstructs site lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same site line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of driveway pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.

6. Minimum Living Area. No residence constructed on a lot herein shall have less than eleven hundred (1,100) square feet of finished and liveable floor area in aggregate, exclusive of basements, open porches and garages. A minimum square footage of 600 square feet (exclusive of basements, open porches and garages) for the ground level shall be required whenever a multi-floor residence is involved, with the aggregate of all liveable floor area to remain a minimum of eleven hundred (1,100) square feet.

7. Residential Use Only. All lots in this Subdivision shall be solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana, as amended from time to time. No residence shall be erected, altered, placed, or permitted to remain on any lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory buildings. Any attached garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of any residence. Detached garages, tool sheds or storage buildings may be erected on any lot subject to the approval of the Committee as to type, appearance and placement within a lot.

8. Two Car Garages. All residences are required to have a garage which will accommodate at least two (2) automobiles.

9. Sidewalks. Each sidewalk in this Subdivision shall be of concrete or pavers material and shall not be less than two (2) feet in width.

10. Parking. No parking is permitted on a lot other than in the garage. No parking shall be permitted on the streets except in designated areas. No recreational vehicles, boats, or other storage shall be permitted on or adjacent to any lot. No nonfunctioning vehicles shall be maintained on any lot or in any designating parking areas on the streets. All repairs to cars shall be performed inside a garage.

11. Temporary Residences Prohibited. No trailer, shack, tent, boat, basement (except the use thereof as an integrated part of the entirety of the residence), garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon the completion of construction of such building.

12. Construction Sites. All home construction sites shall be kept free of any unnecessary trash, scrap materials and equipment and in a clean and orderly fashion.

13. Limitations on Trash. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any lot in open public view. All rubbish, garbage or other waste shall be regularly removed from all lots and shall not be allowed to accumulate thereon.

14. Sign Limitations. No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (6) square feet may be displayed for the purpose of advertising the property for sale and signs for political campaigns of not more than six (6) square feet may be displayed provided such are removed within five (5) days after an election. Developer may use larger signs during the sale and development of the Subdivision.

15. Prohibited Animals/Nuisances. No farm animals, fowls or domestic animals for commercial purpose shall be kept or permitted on any lot or lots in the Subdivision. No unlawful, or otherwise offensive activity shall be carried out on any lot in the Subdivision; nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

16. Limitations on Water and Sewer. No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the Subdivision which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any lot.

17. Limited Access. All lots shall be accessed from the alley in the rear of each lot in the Subdivision. No access to any lot is permitted from the streets.

18. Required Yard Lights. Each lot shall be equipped with a decorative front yard light controlled or illuminated by photocells.

19. Binding Nature/Duration of Covenants. These covenants and restrictions (as the same may be amended from time to time as provided in the Declaration) shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until twenty (20) years after the date of recording hereof, and thereafter said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of the majority of the then owners of the lots in the Subdivision, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office the Recorder of Marion County, Indiana.

20. Severability. Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way effect any of the other covenants and restrictions, which shall remain in full force and effect.

21. Enforcement. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by Developer, the Association, any owner of any lot in the Subdivision and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief for such violation shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

22. Metropolitan Development Commission. The Metropolitan Development Commission, its successors or 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, 58-A0-3, as amended, or any conditions attached to approval of this plat by the plat committee.

23. Titles. The underlined titles preceding the various paragraphs hereof are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this plat. 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.

24. Creation of Association. The Developer has the responsibility of creating the Association for the Subdivision, the membership for which is required and automatic for all lot owners in all sections of this Subdivision.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, as hereunto caused its name to be subscribed this 20th day of March, 1996.

FALL CREEK PROPER L.P., an Indiana limited partnership

By: URBAN DEVELOPERS, INC., managing general partner

By: [Signature]
FLOYD J. TUCKER Resident
(printed name, title)

By: CITIZENS NEIGHBORHOOD COALITION, INC., general partner

By: [Signature]
DOROTHY BURSE Authorized Representative
(printed name, title)

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared LLOYD J. TUCKER, the PRESIDENT, of Urban Developers, Inc., an Indiana corporation, the managing general partner of Fall Creek Proper L.P., an Indiana general partnership, who acknowledged the execution of the foregoing Plat Covenants and Restrictions of Fall Creek Proper for and on behalf of said corporation.

Lloyd J. Tucker
Signature
Lloyd J. Tucker
Printed Notary Public

My Commission Expires:

July 25, 1998

County of Residence:

Marion

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared DOROTHY L. BURSE, the AUTHORIZED REPRESENTATIVE, of Citizens Neighborhood Coalition, Inc., an Indiana corporation, the general partner of Fall Creek Proper L.P., an Indiana general partnership, who acknowledged the execution of the foregoing Plat Covenants and Restrictions of Fall Creek Proper for and on behalf of said corporation.

Dorothy L. Burse
Signature
Dorothy L. Burse
Printed Notary Public

My Commission Expires:

July 25, 1998

County of Residence:

Marion

This instrument was prepared by Joseph E. Whitsett, Jr., Ice Miller Donadio & Ryan, One American Square, Box 82001, Indianapolis, Indiana 46282. Telephone: (317) 236-2100.

353692.2

105

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE FALL CREEK PLACE DEVELOPMENT**

This DECLARATION (hereinafter referred to as "the Declaration" or "this Declaration"), made this 14th day of January, 2002, by the Consolidated City of Indianapolis, Indiana by and through its Department of Metropolitan Development, on behalf of the Metropolitan Development Commission of Marion County, acting in its capacity as the Redevelopment Commission of Marion County (hereinafter referred to as "Declarant");

WITNESSETH:

WHEREAS, Declarant is the Owner of the real estate in Marion County, State of Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby incorporated herein by reference (hereinafter referred to as the "Real Estate");

WHEREAS, the Real Estate is part of a development previously platted as (Center Township Assessor's Plat Map 75-13) Douglas Park PB 10 P26, (CTA PM 75-12) Martindale's "Lincoln Park" Add. PB 10 P 4, (CTA PM 75-11) Martindale's "Lincoln Park" Add. 2nd Section PB 9 P 116, (CTA PM 75-10) Martindale's "Lincoln Park" Add. PB 8 P189 & PB 9 P116, (CTA PM 75-14) Martindale's Lincoln Park PB 10 P74, (CTA PM 75-15) Martindales Lincoln Park PB 9 P 160, (CTA PM 75-15) Wm. E. Stevenson's Peck Sub. PB13 P17, (CTA PM 75-16) Martindale's Lincoln Park Pt. 1st SECTION PB 8 P189 & COR PB 9 P 116, (CTA PM 75-28) Pt. Bruce Place PB 6 P 122, (CTA PM 75-29) J.A. & M. Bruce's Add. PB 11 P 11, (CTA PM 75-30) W. Wright's TR's Park Ave. Add. PB 9 P133, Hadley & Hamilton's Sub. PB 10 P 139, Hadley's Sub. PB 12 P151 and Minerva Hittle's Sub. PB 16 P113 in the Office of the Recorder of Marion County, Indiana;

WHEREAS, the Real Estate owned by Declarant is presently comprised of Three-Hundred and Forty-Eight (348) Lots upon which improvements permitted hereunder exist or may be constructed or altered;

WHEREAS, Declarant intends to acquire additional Lots within the Fall Creek Place Development and by amendment add the later acquired Lots to this Fall Creek Place Development Declaration and make those Lots subject to these Declarations and Restrictions;

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values in such community and, to this end, Declarant desires to subject the Real Estate to certain rights, privileges, covenants, restrictions, easements, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and each Owner of all or part thereof; and

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WHEREAS, Declarant deems it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of administering and enforcing the covenants and restrictions contained in this Declaration, and promoting the health, safety and welfare of the owners of the Real Estate, and all parts thereof.

NOW, THEREFORE, Declarant hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the terms and conditions of this Declaration, all of which are declared to be in furtherance of a plan of redevelopment and enhancement of the Real Estate.

ARTICLE I DEFINITIONS

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

- A. "Applicable Date" see Article III, Section 2.
- B. "Association" shall mean the Fall Creek Place Homeowners Association, Inc., a not for profit corporation, the member and powers of which are more fully described in Article III of this Declaration.
- C. "Common Areas" are those areas of the Real Estate shown on the Map, attached hereto as Exhibit "C", required to be owned by the Association, not including Lots or dedicated and improved streets.
- D. "Developer" shall mean King Park Area Development Corporation.
- E. "Dwelling Unit" shall mean that portion of a structure erected or located on a Lot designed for occupancy by a single family.
- F. "Lot" shall mean any parcel of the Real Estate, excluding Common Areas and dedicated and improved streets, described on the Map, attached hereto as Exhibit "B".
- G. "Owner" shall mean a person, other than the Declarant, the Developer, or their designees, 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, and excluding the Declarant, Developer (or its designee).
- H. "Real Estate" shall mean the real estate subject to this Declaration, including the Lots described in Exhibit "A".

ARTICLE II
RESTRICTIONS, COVENANTS AND REGULATIONS

Section 1. Restrictions on Use. The following covenants and restrictions on the use and enjoyment of the Lots on the Real Estate, shall be in addition to any other covenants or restrictions contained herein and in any real estate plat of any part of the Real Estate heretofore or hereafter recorded, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners of any of the Lots and shall run with the land and inure to the benefit of and be enforceable by any Owner. Present or future Owners shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and in addition, shall be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

A. All Lots and the improvements constructed thereon (the "Dwelling Units") shall be used exclusively for residential purposes, including parks. No business buildings shall be erected on said Lots, and no businesses shall be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana, as amended from time to time. No residence shall be erected, altered, placed, or permitted to remain on any Lot herein, other than one detached single-family residence not to exceed two and one-half stories in height and permanently detached residential accessory building. Any detached garage, tool shed, storage building or any other detached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of any residence. Detached garages, tool sheds or storage buildings may be erected on any Lot subject to the approval of the Design Review Committee as to type, appearance and placement within a Lot.

B. **Parking.** No parking is permitted on a Lot other than in the garage, parking pad or rear drive. No recreational vehicles, boats, or other storage (except in an enclosed building) shall be permitted on or adjacent to any Lot. No nonfunctioning vehicles shall be maintained on any Lot or in any designating parking areas on the streets. All repairs to vehicles shall be performed inside a garage.

C. **Temporary Residences Prohibited.** No trailer, shack, tent, boat, basement (except the use thereof as an integrated part of the entirety of the residence), garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence, except that used by a builder during the construction of structures which shall be promptly removed upon the completion of construction of such building. However, at the discretion of the Design Review Committee, apartments above garages, if properly zoned, may be used as a residence.

D. **Nuisances, Waste and Trash.** No nuisance shall be permitted and no waste shall be committed in any Dwelling Unit or on any Lot. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or other waste shall be kept

in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. All rubbish, garbage or other waste shall be regularly removed from all Lots and shall not be allowed to accumulate thereon.

E. Use of Property. No Dwelling Unit or Lot shall be used in any unlawful manner or in any manner which might cause injury to the reputation of the development on the Real Estate, or which might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Dwelling Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, loud persons, and exterior lighting directed beyond a Lot line.

F. Construction Activity. All construction activity on the Real Estate shall be done in accordance with the standards set forth in the Fall Creek Place Builder's Guide and the Design Guidelines, all of which are attached hereto as Exhibit "B";

G. Occupancy and Residential Use of Partially Completed Dwelling House Prohibited. No Dwelling Unit constructed on any of the Lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

H. Five Year Restricted Period. Notwithstanding anything contained herein to the contrary, for a period from the later of Five (5) years from and after the date that the Owner purchases a newly constructed home or for a period of Five (5) years from and after the issuance of a Certificate of Completion issued pursuant to the Project Agreement required to be entered into between the first Owner and Declarant (the "Restricted Period"), each of the Dwelling Units must be devoted to and used only for single family, owner occupied and residential purposes, and as the Owner's principal residence. Rental, leasing or subleasing of a Dwelling Unit is prohibited. During the Restricted Period, the Owner shall not make or create or suffer to be made or created, any total or partial sale, assignment or conveyance of his interest in a Lot or Dwelling Unit, or enter into any agreement to do any of the same, without the prior written consent of the Declarant, which consent may be withheld in Declarant's sole and absolute discretion.

I. Construction Sites. All home construction sites shall be kept free of any unnecessary trash, scrap materials and equipment and in a clean and orderly fashion.

J. Prohibited Animals/Nuisances. No farm animals, fowls or domestic animals for commercial purpose shall be kept or permitted on any Lot or Lots in the Real Estate.

K. Limitations on Water and Sewer. No private or semi-private water supply and/or sewage disposal system may be located upon any Lot in the Real Estate. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any Lot.

L. Limited Access. All Lots shall be accessed from the alley in the rear of each Lot in the Real Estate. No access to any Lot is permitted from the streets, except as specifically permitted by Declarant.

M. Other Restrictions. All tracts of ground in the Real Estate shall be subject to the easements, restrictions and limitations of record appearing on any applicable Plat, other recorded easements, rights of way, restrictions and covenants, and also to all governmental zoning and regulatory authority affecting the Real Estate.

N. Binding Nature/Duration of Covenants. These covenants and restrictions (as the same may be amended from time to time as provided in this Declaration) shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until Twenty (20) years after the date of recording hereof, and thereafter said covenants and restrictions shall be automatically extended for successive periods of Ten (10) years each, unless prior to the commencement of any such extension period, by a vote of the majority of the then owners of the lots in the Real Estate, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto. Any such termination shall be evidenced by a written instrument, signed and acknowledged by the Lot Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the Office of the Recorder of Marion County, Indiana.

Section 2. Restrictions and Obligations Concerning the Development of the Lots and the Size, Placement and Maintenance of Dwelling Units and Other Structures.

A. Utility Drainage and Sewer Easements. There are areas of ground on the Lots contained in the Real Estate marked "Drainage, Utility and Sewer Easements (D.U. & S. E.) either separately or in combination.

The Drainage, Utility and Sewer Easements are hereby created and reserved for the Department of Public Works of the City of Indianapolis, Indiana its successors or assigns, who shall have full authority and maintenance and repair responsibilities for such sewer and drainage systems servicing the Real Estate, as well as any future connections and extensions thereto. The easement area of each lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility is responsible.

B. Design Review Committee. As a standing committee of the Association there shall be, and hereby is, established a Design Review Committee ("DRC") consisting of Three (3) or more persons as may, from time to time, be provided in the By-Laws. The Committee shall be the Initial Board of Directors, until the Committee is established in the Association in accordance with the By-Laws.

- (i) No building, fence, walls, fuel storage tanks, antennae, satellite dishes, in-ground or above-ground pools, or other structures or appurtenance shall be

constructed, erected, placed, replaced, altered, or repaired on any Lot in this Real Estate until the building plans, specifications and plot plans showing the location and nature of such structures, improvements and/or appurtenances have been approved by the Fall Creek Place DRC, in accord with the terms and provisions of the Declaration and the Design Review Guidelines. The destruction of trees and vegetation and any other such matters as may effect the environmental and ecology of the Real Estate shall be the proper concern of the DRC and shall first be approved thereby.

- (ii) Fence Limitations/Site Lines. All fences located in the back yards shall be approved by the DRC. Galvanized chain link fence shall not be permitted. No fence, wall, hedge or shrub planting which obstructs site lines at elevation between Two (2) and Six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points Twenty-Five (25) feet from the intersection of said street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same site line limitation shall apply to any Lot within Ten (10) feet from the intersection of a street line with the edge of driveway pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such site line; provided, however, the removal of a tree must be approved by the DRC per (i) above.

C. Minimum Living Area. No residence constructed on a Lot herein shall have less than Nine Hundred (900) square feet of finished and livable floor area in aggregate, exclusive of basements, open porches and garages, except as approved by the DRC. A minimum square footage of six hundred (600) square feet (exclusive of basements, open porches and garages) for the ground level shall be required whenever a multi-floor residence is involved, with the aggregate of all livable floor area to remain a minimum of Eleven Hundred (1,100) square feet.

D. Prohibition of Used Structures. All structures constructed or placed on any Lot shall be constructed or improved with substantially all new materials, and no used materials shall be relocated or placed on any such Lot; provided, however, nothing contained herein shall prohibit an Owner from preserving and restoring an existing Dwelling Unit on a Lot, provided all such preservation and restoration (including plans and specifications therefor) is approved by the DRC in the same manner as provided herein by the Fall Creek Place Builder's Guide and the Design Review Guidelines, all of which are attached hereto as Exhibit "B".

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

- (i) Cut the grass of 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 Real Estate;
- (iv) Cut down and remove dead trees;
- (v) Where applicable, prevent debris and foreign material from entering drainage areas;
- (vi) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly;
- (vii) Within Sixty (60) days following completion of a house on a Lot, landscape the Lot, weather permitting pursuant to the Design Guidelines; and
- (viii) Keep the Lot, sidewalk, and the street serving the Lot appropriately clean during all periods of construction.

F. Developer's and an Owner's Right to Perform Certain Maintenance. In the event that any Owner of a Lot shall fail to maintain his Lot and any improvements situated thereon in accordance with the provisions of these Restrictions and the provisions of any recorded plat of the Real Estate, the Developer, until the Applicable Date, and thereafter the Association, shall have the right, but not the obligation, by and through its agents and 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 these Restrictions and the provisions contained in any such plat. The cost thereof to the Developer or the Association shall be collected from such Owner and shall be a lien upon the Lot collectible in any court of law or in equity together with reasonable attorney's fees for the enforcement of such lien. The developer, the Association, or any of their agents, employees, or contractors, shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 3. Provisions Respecting Disposal of Sanitary Waste.

A. Outside Toilet Facilities. No outside or portable toilets shall be permitted on any Lot (except during a period of construction) and no sanitary waste or other wastes shall be permitted to be exposed.

B. Construction of Sanitary Sewage Lines and Disposal Facilities. All sanitary sewage lines and disposal facilities on the Lots shall be designed, constructed and installed in accordance with the provisions and requirements of the City of Indianapolis, the Health and Hospital Corporation of Marion County, or any other governmental agency or entity of competent jurisdiction, and the restrictions of this Declaration.

Section 4. General Prohibitions. In addition to any restrictions or limitations contained elsewhere in this Declaration and in any recorded plat of the Real Estate, the following prohibitions and restrictions shall govern the development, use and occupancy of the Real Estate.

A. **Garbage, Trash and Other Refuse.** No Owner of a Lot shall burn or permit the burning out-of-doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation of such refuse on his Lot except as may be permitted in subparagraph B below.

B. **Fuel Storage Tanks and Trash Receptacles.** No Owner shall install any tank for the storage of fuel. 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 Real Estate at any time, except at the time when refuse collections are being made.

C. **Utility Services.** Utility services shall, to the greatest extent possible, be installed underground.

D. **Animals.** An Owner may keep and maintain only typical and usual household pets on any Lot. No poultry or farm animals shall be raised or maintained on any Lot. Any household pets permitted hereunder shall be kept reasonably confined on such Lot so as not to become a danger to persons or other pets.

E. **Recreation Facilities.** Play structures, swing sets, pools, hot tubs, and other like accessory uses shall be confined to the rear yard and constructed and maintained so as not to be visible from the street.

ARTICLE III FALL CREEK PLACE HOMEOWNERS ASSOCIATION

Section 1. In General. There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "Fall Creek Place Homeowners' Association, Inc.", which is referred to as the "Association". Every Owner of a Lot shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these restrictions on other Owners of Lots within the Real Estate and on members of the Association, including those provisions with respect to the payment of a monthly or annual charge.

Section 2. Classes of Membership. The Association shall have Two (2) classes of voting membership:

Class A. Class A members shall be Owners, with the exception of the Declarant, Developer (or their designee) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among

themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. Class B member(s) shall be the Declarant and Developer (or their designee), who shall be entitled One (1) vote for each Lot owned. THE APPLICABLE DATE IS DEFINED AS: The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (1) The date upon which written resignation of the Class B members is delivered to the resident agent of the Association, or;
- (2) Thirty (30) days after the date when the total votes outstanding in the Class A Membership equal or exceed the total votes outstanding in the Class B Membership, or;
- (3) Ten (10) years after the date of recordation of this Declaration.

Section 3. Board of Directors. The members shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

Section 4. Professional Management. No contract or agreement for professional management of the Association shall be for a term in excess of Three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause and without any termination fee by written notice of Ninety (90) days or less.

Section 5. Responsibilities of the Association.

A. The Association shall own, maintain and repair the Common Areas shown on Exhibit "C" attached hereto, including landscaping and any improvement thereon.

B. The Association shall procure and maintain casualty insurance for the Common Areas, liability insurance (including directors' and officers' insurance) and such other insurance as it deems necessary or advisable.

C. The Association may contract for such services as management, snow removal, security control, trash removal, and such other services as the Association deems necessary or advisable.

Section 6. Covenant for Maintenance Assessments.

A. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot, except the Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly or annual assessment or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and

collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the Owners of Lots and for the improvement and maintenance of the Common Area and improvements, sidewalks, all Lots owned or maintained by the Association, and other purposes as specifically provided herein.

C. Special Assessments for Capital Improvements and Operating Deficits. In addition to the monthly or annual assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

D. Notice and Quorum for Any Action Authorized Under Section 6(c). Written notice of any meeting called for the purpose of taking any action authorized under Section 6(c) shall be sent to all members not less than Thirty (30) days nor more than Sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast Fifty One Percent (51%) of all the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be One-Half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than Sixty (60) days following the preceding meeting.

E. Date of Commencement of Monthly Assessments; Due Dates. The monthly or annual assessment provided for herein shall commence for each Lot on the earlier to occur of the date of conveyance to the Owner by deed or on the date the Owner signs a land contract to purchase the Lot and shall be effective (and prorated) on a calendar year basis. The Board of Directors shall fix the amount of the assessment at least Thirty (30) days in advance of the calendar year for which the assessment shall be effective; however, any increase in the assessment shall only be on a calendar year basis. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

F. Effect of Nonpayment of Assessments: Remedies of the Association. Any charge levied or assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that Lot at the time the charge became due. Such charge shall bear interest at the rate of Twelve Percent (12%) per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys' fees, incurred by the Association in collecting the same. Every Owner of a Lot in the Real Estate and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenanted to pay the Association all charges that the Association shall make pursuant to this subparagraph.

G. Subordination of the Lien to Mortgagee. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Lot. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

H. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the services to be provided by the Association, together with the right to use the facilities of the Association, of any member (i) for any period during which any of the Association's charges or any fines assessed under the Declaration owed by the member remains unpaid; (ii) during the period of any continuing violation of the restrictive covenants for the Real Estate after the existence of the violation shall have been declared by the Board of Directors of the Association; and (iii) during the period of any violation of the Articles of Incorporation, By-Laws or regulations of the Association.

ARTICLE IV
AMENDMENT OF DECLARATION

Section 1. Generally. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted by Declarant until the Applicable Date and thereafter, by agreement of the majority of the Lot Owners.

Section 2. Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, any mortgagees or any person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made; (a) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Dwelling Units; (c) to bring this Declaration into compliance with any statutory requirements; (d) to comply with or satisfy the requirements of any insurance underwriters, insurance rating bureaus or organizations which perform (or may in the future perform) functions similar to those performed by such agencies or entities; or (e) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved by (and granted by each Owner to) the Declarant to vote in favor of, make, or consent to any amendments described in this Section 2 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, or other evidence of obligation, or other instrument affecting a Lot or Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Section 2 shall terminate at such time as the Declarant no longer is an Owner.

ARTICLE V
ACCEPTANCE AND RATIFICATION

All present and future Owners, mortgagees, tenants and occupants of the Lots and Dwelling Units, and other Persons claiming by, through or under them, shall be subject to and shall comply with the provisions of this Declaration as amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot or Dwelling Unit shall constitute an agreement that the provisions of this Declaration and such rules, regulations and guidelines, as amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Lot or Dwelling Unit or the Real Estate, all as though

such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

ARTICLE VI
BENEFIT AND ENFORCEMENT

Section 1. This Declaration and the restrictions shall run with and bind the Real Estate for a term commencing on the date this Declaration is recorded in the office of the Recorder of Marion County, Indiana and expiring December 31, 2010, after which time they shall be automatically extended for successive periods of Ten (10) years each, unless by vote of a majority of the then Owners of the Lots it is agreed to change this Declaration or the restrictions in whole or in part, or to terminate the same. This Declaration may be enforced by Developer, and after the Applicable Date, by any Owner or the Association. The failure or delay at any time of Developer or the Owners or Association to enforce any of the same shall in no event be deemed a waiver of the same, or of the right to enforce the same at any time or from time to time thereafter, or an estoppel against the enforcement thereof.

Section 2. Metropolitan Development Commission. The Metropolitan Development Commission, by and through the Department of Metropolitan Development, its successors or assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or limitations contained in these Declarations other than those covenants, commitments, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission as the Declarant or an Owner under these Declarations.

ARTICLE VII
MISCELLANEOUS

Section 1. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by, or to comply with any provision of this Declaration as amended from time to time, a party who successfully brings an action to enforce the same shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such enforcement, and the amount of such costs and fees so awarded shall be a lien upon the non-complying Lot collectible in any court of law as are other liens on real property.

Section 2. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, and each shall be enforceable to the greatest extent permitted by law.

Section 3. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include all genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

Section 4. Interpretation. The captions and title of the various articles, sections, sub-sections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

Section 5. If Declarant shall transfer its fee interest in the Real Estate to any person, firm, corporation, agency or entity other than an Owner, such transferee shall be treated as Declarant as to such interest transferred, and shall be entitled to all of the benefits and obligations hereunder, and all Owners shall attorn to such transferee.

IN WITNESS WHEREOF, Consolidated City of Indianapolis, acting by and through its Department of Metropolitan Development, on behalf of the Metropolitan Development Commission of Marion County, acting in its capacity as the Redevelopment Commission, Declarant herein, has executed this Declaration on the day and year first hereinabove set forth.

CONSOLIDATED CITY OF INDIANAPOLIS,
Acting by and through its DEPARTMENT OF
METROPOLITAN DEVELOPMENT, on behalf of the
METROPOLITAN DEVELOPMENT COMMISSION
OF MARION COUNTY, acting in its capacity as the
REDEVELOPMENT COMMISSION

By: Mary Harsel

Printed: MAURIE BAMBICK

Title: Director

This instrument was prepared by Stephen Neff, Assistant Corporation Counsel, Office of Corporation Counsel, 200 E., Washington Street, Suite 1601, Indianapolis, Indiana 46204 and Mary E. Solada, Bingham McHale, LLP, 2700 Market Tower, 10 West Market St., Indianapolis, Indiana 46204 *S. Neff*



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Maury Plambeck, Director of the Department of Metropolitan Development, who acknowledged execution of the foregoing Instrument for and on behalf of said Department and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 14th day of January, 2002.

Vicki L. Peavey
Notary Public

Vicki L. Peavey
Printed

5-11-07
Commission Expiration Date

MARION
County of Residence

This instrument was prepared by Stephen Neff, Assistant Corporation Counsel, Office of Corporation Counsel, 200 E., Washington Street, Suite 1601, Indianapolis, Indiana 46204 and Mary E. Solada, Bingham McHale, LLP, 2700 Market Tower, 10 West Market St., Indianapolis, Indiana 46204

EXHIBIT LIST

EXHIBIT A	Legal Description
EXHIBIT B	Fall Creek Builder's Guide & Design Guidelines
EXHIBIT C	Common Areas Map

**Declaration of Covenants and Restrictions of the Fall Creek Place
Development EXHIBIT 'A'**

Address	Street Name	ID	Parcel #	Legal Description
318	E 22ND	ST	1033977	Martindales Lincoln Park Add 1st Sec 48FT W END L1 & 32FT S SIDE OF 48FT W END L2 B5
115	E 23RD	ST	1029457	Martindales Lincoln Park Add 1st Sec EX 90FT W END L17 B2
121	E 23RD	ST	1093795	Martindales Lincoln Park Add 74FT W END L16 B2
153	E 23RD	ST	1042053	Martindales Lincoln Park Add 1ST SEC L16 B3
216	E 23RD	ST	1023424	Martindales Lincoln Park Add 2nd Sec L1 B9
217	E 23RD	ST	1043806	Martindales Lincoln Park Add 2nd Sec 40FT W END L16 B4
305	E 23RD	ST	1051558	Martindales Lincoln Park Add 1st Sec 50FT E END L17 B5
322	E 23RD	ST	1093047	Martindales Lincoln Park Add 2nd Sec 50.43FT W END L1 B8
410	E 23RD	ST	1045156	Stevensons Sub 37.5FT W OF 37.5FT E END L31 & L32 B7
414	E 23RD	ST	1045155	Stevensons Sub 37.5FT E END L31 & L32 B7
415	E 23RD	ST	1078723	Martindales Lincoln Park Add 1st Sec L17 B6
419	E 23RD	ST	1098770	Martindales Lincoln Park Add 1st Sec L16 B6 EX 81FT E END
501	E 23RD	ST	1048317	Bruce Place Add 60 FT W END L18
15	E 24TH	ST	1075868	Martindales Lincoln Pk Add 2ND Sec 46.20 FT N END L16 B12
137	E 24TH	ST	1098231	Martindales Lincoln Park Add 2nd Sec 40FT 8IN NL 39FT 4IN SL E END L17 B10
140	E 24TH	ST	1012652	Martindales Lincoln Park Add 3rd Sec 52FT E END L30 B15
146	E 24TH	ST	1033962	Martindales Lincoln Park Add 3rd Sec EX 97.15FT SL E END L1 & EX 102.3FT NL E END L2 B15
150	E 24TH	ST	1018664	Martindales Lincoln Park Add 3rd Sec 36FT W OF 66.3FT W OF 61.05 FT SL E END L1 B15
204	E 24TH	ST	1068463	Martindales Lincoln Park Add 3rd Sec 40FT W OF 44FT E END L29 & 39.95FT W OF 44FT E END L30 B16
208	E 24TH	ST	1059745	Martindales Lincoln Park Add 3rd Sec 44FT E END L29 & L30 B16
212	E 24TH	ST	1012003	Martindales Lincoln Park Add 3rd Sec 50.26FT W END L1 B16
217	E 24TH	ST	1080459	Martindales Lincoln Park Add 2nd Sec 51.75FT W END OF 11FT N SIDE L15 & 51.75FT W END L16 B9
309	E 24TH	ST	1038809	Martindales Lincoln Park Add 2nd Sec 41.57FT E OF 55FT W END L17 B8
315	E 24TH	ST	1068710	Martindales Lincoln Park Add 2nd Sec 40FT E END L17 & 25FT N SIDE OF 40FT E END L18 B8
402	E 24TH	ST	1038786	Martindales Lincoln Park Add 3rd Sec 11FT S SIDE OF 62.45FT W END L29 & 62.45FT W END L30 B18
408	E 24TH	ST	1008920	Martindales Lincoln Park Add 3rd Sec 11FT S SIDE OF 30FT W OF 44FT E END L29 & 30FT W OF 44FT E END L30 B18
416	E 24TH	ST	1004446	Martindales Lincoln Park Add 3rd Sec 44FT E END L30 & 44FT E END OF 11FT S SIDE L29 B18
520	E 24TH	ST	1008886	J A & M Bruces Add L99 EX 97.5FT E END & EX 39FT MID PT
524	E 24TH	ST	1094481	J A & M Bruces Add 39FT X 55FT MID PT L99
610	E 24TH	ST	1036222	J A & M Bruces Add 50 FT E OF 82FT W END L78
616	E 24TH	ST	1053420	Bruce Add 50FT E END L78
10	E 25TH	ST	1052410	Douglass Park Add L7
15	E 25TH	ST	1033331	Martindales Lincoln Park Add 3rd Sec 42.5 FT W END L15 B13
25	E 25TH	ST	1088014	Martindales Lincoln Park Add 3rd Sec L15 B13 EX 42.5FT W END
111	E 25TH	ST	1013063	Martindales Lincoln Park Add 3rd Sec L16 B14
116	E 25TH	ST	1072170	Douglass Park Add EX 93.5FT E END L29 & L30
117	E 25TH	ST	1055769	Martindales Lincoln Park Add 3rd Sec 40FT W END L14 & L15 B14
215	E 25TH	ST	1012286	Martindales Lincoln Park Add 3rd Sec 40FT W END L15 & 40FT W END OF 21FT N SIDE L14 B16
301	E 25TH	ST	1088506	Martindales Lincoln Park Add 3rd Sec 30FT W END L16 B17

**Declaration of Covenants and Restrictions of the Fall Creek Place
Development EXHIBIT 'A'**

303	E	25TH	ST	1042524	Martindales Lincoln Park Add 3rd Sec 30FT E OF 30FT W END L16 B17
305	E	25TH	ST	1058530	Martindales Lincoln Park Add 3rd Sec 35FT E OF 60FT W END L16 & L17 B17 EX 10FT S SIDE
309	E	25TH	ST	1057289	Martindales Lincoln Park Add 3rd Sec 37.6FT E END L16 & L17 B17 EX 10FT S SIDE
Address, Street Name ID Parcel # Legal Description					
519	E	25TH	ST	1011711	J A & M BRUCES ADD 40FT W END L89
525	E	25TH	ST	1033792	J A & M BRUCES ADD 40FT W OF 102FT E END L89
535	E	25TH	ST	1091555	J A & M BRUCES ADD 62FT E END L89
535	E	25TH	ST	1042138	BRUCES ADD 40FT W OF 62FT E END L89
609	E	25TH	ST	1014196	J A & M BRUCES ADD 30FT E OF 72FT W END L88
615	E	25TH	ST	1072509	J A & MARGERET BRUCES ADD 40FT X 68 FT W OF 40FT N E COR L88
617	E	25TH	ST	1039899	J A & M BRUCES ADD 40FT E END L88
2201	N	ALABAMA	ST	1068165	Martindales Lincoln Park Add 1st Sec L32 B5
2206	N	ALABAMA	ST	1066797	Martindales Lincoln Park Add 1st Sec L3 B4
2211	N	ALABAMA	ST	1079714	Martindales Lincoln Park Add 1st Sec L30 B5
2225	N	ALABAMA	ST	1058524	Martindales Lincoln Park Add 1st Sec L26 B5
2229	N	ALABAMA	ST	1028492	Martindales Lincoln Park Add 1st Sec L25 B5
2230	N	ALABAMA	ST	1007889	Martindales Lincoln Park Add 1st Sec L8 B4
2234	N	ALABAMA	ST	1022326	Martindales Lincoln Park Add 1st Sec L9 B4
2236	N	ALABAMA	ST	1013702	Martindales Lincoln Park Add 1st Sec L10 B4
2237	N	ALABAMA	ST	1006365	Martindales Lincoln Park Add 1st Sec L23 B5
2241	N	ALABAMA	ST	1032698	Martindales Lincoln Park Add 1st Sec L22 B5
2242	N	ALABAMA	ST	1022817	Martindales Lincoln Park Add 1st Sec L11 B4
2245	N	ALABAMA	ST	1049820	Martindales Lincoln Park Add 1st Sec L21 B5
2246	N	ALABAMA	ST	1016549	Martindales Lincoln Park Add 1st Sec L12 B4
2247	N	ALABAMA	ST	1069910	Martindales Lincoln Park Add 1st Sec L20 B5
2250	N	ALABAMA	ST	1064770	Martindales Lincoln Park Add 1st Sec L13 B4
2253	N	ALABAMA	ST	1007091	Martindales Lincoln Park Add 1st Sec L19 B5
2259	N	ALABAMA	ST	1010078	Martindales Lincoln Park Add 1st Sec L18 B5
2262	N	ALABAMA	ST	1053843	Martindales Lincoln Park Add 1st Sec L16 B4 EX 40FT W END
2306	N	ALABAMA	ST	1058524	Martindales Lincoln Park Add 2nd Sec L2 B9
2321	N	ALABAMA	ST	1096510	Martindales Lincoln Park Add 2nd Sec L27 thru L32 B8
2322	N	ALABAMA	ST	1043330	Martindales Lincoln Park Add 2nd Sec L6 B9
2331	N	ALABAMA	ST	1093802	Martindales Lincoln Park Add 2nd Sec L25 B8
2335	N	ALABAMA	ST	1040953	Martindales Lincoln Park Add 2nd Sec L24 B8
2350	N	ALABAMA	ST	1060770	Martindales Lincoln Park Add 2nd Sec L13 B9
2357	N	ALABAMA	ST	1007803	Martindales Lincoln Park Add 2nd Sec L18 B8 EX 40FT NL X 25FT NE COR
2358	N	ALABAMA	ST	1060937	Martindales Lincoln Park Add 2nd Sec L15 B9 EX TR N SIDE 11FT WL 10FT EL
2359	N	ALABAMA	ST	1007816	Martindales Lincoln Park Add 2nd Sec 2FT N SIDE OF 35FT W END L19 B8
2402	N	ALABAMA	ST	1001335	Martindales Lincoln Park Add 3rd Sec 86.19FT E END L1 B16
2409	N	ALABAMA	ST	1004689	Martindales Lincoln Park Add 3rd Sec L28 B17
2425	N	ALABAMA	ST	1066945	Martindales Lincoln Park Add 3rd Sec L24 B17
2429	N	ALABAMA	ST	1065763	Martindales Lincoln Park Add 3rd Sec L23 B17
2436	N	ALABAMA	ST	1070924	Martindales Lincoln Park Add 3rd Sec L9 B16
2438	N	ALABAMA	ST	1033326	Martindales Lincoln Park Add 3rd Sec L10 B16
2441	N	ALABAMA	ST	1053437	Martindales Lincoln Park Add 3rd Sec L20 B17

**Declaration of Covenants and Restrictions of the Fall Creek Place
Development EXHIBIT 'A'**

2442	N	ALABAMA	ST	1047660	Martindales Lincoln Park Add 3rd Sec L11 B16	
2445	N	ALABAMA	ST	1023702	Martindales Lincoln Park Add 3rd Sec L19 B17	
2446	N	ALABAMA	ST	1049134	Martindales Lincoln Park Add 3rd Sec L12 B16	
2449	N	ALABAMA	ST	1038052	Martindales Lincoln Park Add 3rd Sec L18 B17	
2452	N	ALABAMA	ST	1061461	Martindales Lincoln Park Add 3rd Sec L13 B16	
2453	N	ALABAMA	ST	1052175	Martindales Lincoln Park Add 3rd Sec L17 B17 EX 31FT X	
					72FT NE PT	
2454	N	ALABAMA	ST	1023441	Martindales Lincoln Park Add 3rd Sec EX 40FT W END OF 21FT N SIDE L14 B16	
2458	N	ALABAMA	ST	1024076	Martindales Lincoln Park Add 3rd Sec L15 B16 EX 40FT W END	
2250		CENTRAL	AV	1059742	Martindales Lincoln Park Add 1st Sec L13 B6	
2254		CENTRAL	AV	1038554	Martindales Lincoln Park Add 1st Sec L14 B6	
2258		CENTRAL	AV	1022907	Martindales Lincoln Park Add 1st Sec L15 B6	
Address	Street Name	ID	Parcel #	Legal Description		
2262	CENTRAL	AV	1068486	Martindales Lincoln Park Add 1st Sec 81FT E END L16 B6		
2327	CENTRAL	AV	1076756	M Bruces Sub J A & M Bruces ADD L3		
2354	CENTRAL	AV	1072914	Stevensons Sub L14 B7		
2358	CENTRAL	AV	1002706	Stevensons Sub L15 B7 EX 11FT 6IN X 46FT 8IN NW PT		
2402	CENTRAL	AV	1051637	Martindales Lincoln Park Add 3rd Sec L1 B18		
2406	CENTRAL	AV	1051638	Martindales Lincoln Park Add 3rd Sec L2 B18		
2410	CENTRAL	AV	1086292	Martindales Lincoln Park Add 3rd Sec L3 B18		
2416	CENTRAL	AV	1004642	Martindales Lincoln Park Add 3rd Sec L4 B18		
2424	CENTRAL	AV	1043742	Martindales Lincoln Park Add 3rd Sec L6 B18		
2460	CENTRAL	AV	1067728	Martindales Lincoln Park Add 3rd Sec L15 B18		
2502	CENTRAL	AV	1055254	Douglass Park ADD L194		
2502	CENTRAL	AV	1055255	Douglass Park ADD L195		
2523	CENTRAL	AV	1023523	Wrights Park Ave ADD L22		
2531	CENTRAL	AV	1070470	Wrights Park Ave ADD L23		
2537	CENTRAL	AV	1023878	Wrights Park Ave ADD L24		
2544	CENTRAL	AV	1058077	Douglass Park ADD L185		
2602	CENTRAL	AV	1022046	Douglass Park ADD L182		
2605	CENTRAL	AV	1040236	Hadleys Sub 76ft W End L4		
2609	CENTRAL	AV	1002032	Hadleys Sub L5		
2223	N	DELAWARE	ST	1082657	Martindales Lincoln Park Add 1st Sec L27 B4	
2229	N	DELAWARE	ST	1048536	Martindales Lincoln Park Add 1st Sec L25 B4	
2235	N	DELAWARE	ST	1069943	Martindales Lincoln Park Add 1st Sec L24 B4	
2239	N	DELAWARE	ST	1066446	Martindales Lincoln Park Add 1st Sec L23 B4	
2241	N	DELAWARE	ST	1043952	Martindales Lincoln Park Add 1st Sec L22 B4	
2245	N	DELAWARE	ST	1027867	Martindales Lincoln Park Add 1st Sec L21 B4	
2249	N	DELAWARE	ST	1006674	Martindales Lincoln Park Add 1st Sec L20 B4	
2253	N	DELAWARE	ST	1044500	Martindales Lincoln Park Add 1st Sec L19 B4	
2257	N	DELAWARE	ST	1073111	Martindales Lincoln Park Add 1st Sec L18 B4	
2258	N	DELAWARE	ST	1044499	Martindales Lincoln Park Add 1st Sec L15 B3	
2302	N	DELAWARE	ST	1076718	Martindales Lincoln Park Add 2nd Sec L1 B10	
2305	N	DELAWARE	ST	1032442	Martindales Lincoln Park Add 2nd Sec L31 B9	
2306	N	DELAWARE	ST	1071028	Martindales Lincoln Park Add 2nd Sec L2 B10	
2325	N	DELAWARE	ST	1039818	Martindales Lincoln Park Add 2nd Sec L26 B9 EX PT FOR ST	
2329	N	DELAWARE	ST	1022881	Martindales Lincoln Park Add 2nd Sec L25 B9 EX PT FOR ST	
2333	N	DELAWARE	ST	1011381	Martindales Lincoln Park Add 2nd Sec L24 B9 EX PT FOR ST	
2337	N	DELAWARE	ST	1084309	Martindales Lincoln Park Add 2nd Sec L23 B9 EX PT FOR ST	
2338	N	DELAWARE	ST	1039221	Martindales Lincoln Park Add 2nd Sec L10 B10 EX PT FOR ST	
2341	N	DELAWARE	ST	1015751	Martindales Lincoln Park Add 2nd Sec L22 B9 EX PT FOR ST	

**Declaration of Covenants and Restrictions of the Fall Creek Place
Development EXHIBIT 'A'**

2342	N	DELAWARE	ST	1047212	Martindales Lincoln Park Add 2nd Sec L11 B10 EX PT FOR ST
2345	N	DELAWARE	ST	1079686	Martindales Lincoln Park Add 2nd Sec L21 B9 EX PT FOR ST
2350	N	DELAWARE	ST	1012004	Martindales Lincoln Park Add 2nd Sec L13 B10 EX PT FOR ST
2351	N	DELAWARE	ST	1039072	Martindales Lincoln Park Add 2nd Sec L20 B9 EX PT FOR ST
2356	N	DELAWARE	ST	1006480	Martindales Lincoln Park Add 2nd Sec L14 B10 EX PT FOR ST
2358	N	DELAWARE	ST	1031020	Martindales Lincoln Park Add 2nd Sec L15 B10 EX PT FOR ST
2362	N	DELAWARE	ST	1014802	Martindales Lincoln Park Add 2nd Sec L16 B10 EX 50FT W END & EX PT FOR ST
2401	N	DELAWARE	ST	1002576	Martindales Lincoln Park Add 3RD Sec 52.45FT NL X EX PT FOR ST
2402	N	DELAWARE	ST	1050384	Martindales Lincoln Park Add 3RD Sec 61.15 FT SL E END L1& 66.30FT NL E END L2 B15 EX PT FOR ST
2405	N	DELAWARE	ST	1014756	Martindales Lincoln Park Add 3RD Sec 52.45 FT W END L29 B16 EX PT FOR ST
2409	N	DELAWARE	ST	1088714	Martindales Lincoln Park Add 3rd Sec L28 B16 EX PT FOR ST
2410	N	DELAWARE	ST	1033325	Martindales Lincoln Park Add 3rd Sec L3 B15 EX PT FOR ST
2413	N	DELAWARE	ST	1024463	Martindales Lincoln Park Add 3rd Sec L27 B16 EX PT FOR ST
2417	N	DELAWARE	ST	1069922	Martindales Lincoln Park Add 3rd Sec L26 B16 EX PT FOR ST
2421	N	DELAWARE	ST	1014295	Martindales Lincoln Park Add 3rd Sec L25 B16 EX PT FOR ST
2425	N	DELAWARE	ST	1040579	Martindales Lincoln Park Add 3rd Sec L24 B16 EX PT FOR ST
2426	N	DELAWARE	ST	1050786	Martindales Lincoln Park Add 3rd Sec L7 B15 EX PT FOR ST
2429	N	DELAWARE	ST	1052438	Martindales Lincoln Park Add 3rd Sec L23 B16 EX PT FOR ST
2430	N	DELAWARE	ST	1037765	Martindales Lincoln Park Add 3rd Sec L8 B15 EX PT FOR ST
2432	N	DELAWARE	ST	1037757	Martindales Lincoln Park Add 3rd Sec L9 B15
2433	N	DELAWARE	ST	1066750	Martindales Lincoln Park Add 3rd Sec L22 B16 EX PT FOR ST
2438	N	DELAWARE	ST	1052730	Martindales Lincoln Park Add 3rd Sec L10 B15 EX PT FOR ST
2441	N	DELAWARE	ST	1018778	Martindales Lincoln Park Add 3rd Sec L21 B16 EX PT FOR ST
2445	N	DELAWARE	ST	1048207	Martindales Lincoln Park Add 3rd Sec L20 B16 EX PT FOR ST
2446	N	DELAWARE	ST	1067134	Martindales Lincoln Park Add 3rd Sec L12 B15 EX PT FOR ST
2447	N	DELAWARE	ST	1012205	Martindales Lincoln Park Add 3rd Sec L19 B16 EX PT FOR ST
2449	N	DELAWARE	ST	1016114	Martindales Lincoln Park Add 3rd Sec L18 B16 EX PT FOR ST
2450	N	DELAWARE	ST	1033328	Martindales Lincoln Park Add 3rd Sec L13 B15 EX PT FOR ST
2501	N	DELAWARE	ST	1075490	Douglass Park Add L65 EX PT for ST
2509	N	DELAWARE	ST	1075491	Douglass Park Add L66 EX PT for ST
2511	N	DELAWARE	ST	1075492	Douglass Park Add L67 EX PT for ST
2520	N	DELAWARE	ST	1031931	Douglass Park Add L60 EX PT for ST
2535	N	DELAWARE	ST	1076320	Douglass Park Add L73 EX PT for ST
2607	N	DELAWARE	ST	1020676	Douglass Park Add L79 EX PT for ST
2211	N	NEW JERSEY	ST	1014692	Martindales Lincoln Park Add 1st Sec L29 B6
2222	N	NEW JERSEY	ST	1067229	Martindales Lincoln Park Add 1st Sec L6 B5
2232	N	NEW JERSEY	ST	1040574	Martindales Lincoln Park Add 1st Sec L8 B5
2233	N	NEW JERSEY	ST	1026658	Martindales Lincoln Park Add 1st Sec L24 B6 EX 12IN S END
2234	N	NEW JERSEY	ST	1017346	Martindales Lincoln Park Add 1st Sec L9 B5
2239	N	NEW JERSEY	ST	1053869	Martindales Lincoln Park Add 1st Sec L23 B6
2241	N	NEW JERSEY	ST	1012604	Martindales Lincoln Park Add 1st Sec L22 B6
2252	N	NEW JERSEY	ST	1047209	Martindales Lincoln Park Add 1st Sec L13 B5
2254	N	NEW JERSEY	ST	1009666	Martindales Lincoln Park Add 1st Sec L14 B5
2255	N	NEW JERSEY	ST	1034807	Martindales Lincoln Park Add 1st Sec L19 B6
2258	N	NEW JERSEY	ST	1013665	Martindales Lincoln Park Add 1st Sec L15 B5
2259	N	NEW JERSEY	ST	1062926	Martindales Lincoln Park Add 1st Sec L18 B6
2262	N	NEW JERSEY	ST	1046509	Martindales Lincoln Park Add 1st Sec L16 B5
2301	N	NEW JERSEY	ST	1058898	Stevensons Sub L32 B7 EX 75FT E END
2302	N	NEW JERSEY	ST	1063470	Martindales Lincoln Park Add 2nd Sec 90.32FT E END L1 B8

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2305	N	NEW JERSEY	ST	1058897	Stevensons Sub L31 B7 EX 75FT E END		
2311	N	NEW JERSEY	ST	1003761	Stevensons Sub L30 B7		
2320	N	NEW JERSEY	ST	1037929	Martindales Lincoln Park Add 2nd Sec L5 B8		
2324	N	NEW JERSEY	ST	1072273	Martindales Lincoln Park Add 2nd Sec L6 B8		
2326	N	NEW JERSEY	ST	1024295	Martindales Lincoln Park Add 2nd Sec L7 B8		
2330	N	NEW JERSEY	ST	1004562	Martindales Lincoln Park Add 2nd Sec L8 B8		
2342	N	NEW JERSEY	ST	1013331	Martindales Lincoln Park Add 2nd Sec L11 B8		
2344	N	NEW JERSEY	ST	1071801	Martindales Lincoln Park Add 2nd Sec L12 B8		
2350	N	NEW JERSEY	ST	1077785	Martindales Lincoln Park Add 2nd Sec L13 B8		
2356	N	NEW JERSEY	ST	1068146	Martindales Lincoln Park Add 2nd Sec L14 B8 EX 43.70FT X 1.5FT NW COR		
2360	N	NEW JERSEY	ST	1068147	Martindales Lincoln Park Add 2nd Sec 34.5FT X 93.5FT SE PT L15 B8		
2415	N	NEW JERSEY	ST	1069427	Martindales Lincoln Park Add 3rd Sec L27 B18		
2417	N	NEW JERSEY	ST	1056718	Martindales Lincoln Park Add 3rd Sec L26 B18		
2419	N	NEW JERSEY	ST	1005633	Martindales Lincoln Park Add 3rd Sec L24 B18		
2424	N	NEW JERSEY	ST	1049504	Martindales Lincoln Park Add 3rd Sec L6 B17		
2425	N	NEW JERSEY	ST	1052728	Martindales Lincoln Park Add 3rd Sec L25 B18		
2434	N	NEW JERSEY	ST	1010453	Martindales Lincoln Park Add 3rd Sec L8 B17		
2436	N	NEW JERSEY	ST	1010454	Martindales Lincoln Park Add 3rd Sec L9 B17		
2437	N	NEW JERSEY	ST	1025170	Martindales Lincoln Park Add 3rd Sec L22 & 2FT S SIDE L21 B18		
2439	N	NEW JERSEY	ST	1029819	Martindales Lincoln Park Add 3rd Sec 39FT N SIDE L21 & 2FT S		
2440	N	NEW JERSEY	ST	1010455	Martindales Lincoln Park Add 3rd Sec L10 B17		
2443	N	NEW JERSEY	ST	1016382	Martindales Lincoln Park Add 3rd Sec L20 B18 EX 2FT SL		
2446	N	NEW JERSEY	ST	1055990	Martindales Lincoln Park Add 3rd Sec L11 B17		
2449	N	NEW JERSEY	ST	1011731	Martindales Lincoln Park Add 3rd Sec L19 B18		
2450	N	NEW JERSEY	ST	1055368	Martindales Lincoln Park Add 3rd Sec L12 & 5FT S SIDE L13 B17		
2453	N	NEW JERSEY	ST	1012318	Martindales Lincoln Park Add 3rd Sec L18 B18		
2454	N	NEW JERSEY	ST	1053791	Martindales Lincoln Park Add 3rd Sec L13 B17 EX 5FT S SIDE		
2456	N	NEW JERSEY	ST	1037152	Martindales Lincoln Park Add 3rd Sec L14 B17		
2457	N	NEW JERSEY	ST	1020997	Martindales Lincoln Park Add 3rd Sec 39FT WL 34FT EL S SIDE		
2459	N	NEW JERSEY	ST	1023877	Martindales Lincoln Park Add 3rd Sec L16 & 5FT N OF 50FT E		
2460	N	NEW JERSEY	ST	1033709	Martindales Lincoln Park Add 3rd Sec L15 B17 SIDE L20 B18 L17 B18 END L17 & 2FT N OF 82.6FT E SIDE L17 B18		
2518	N	NEW JERSEY	ST	1069147	Douglass Park ADD L147		
2233	N	PARK	ST	1061451	Bruce Place Add 25FT N SIDE L23 & 13.9FT S SIDE L22		
2401	N	PARK	AV	1042590	J A & M Bruces Add 82FT W END L78		
2402	N	PARK	AV	1094001	J A & M Bruces Add 97.5FT E END L99		
2419	N	PARK	AV	1043158	J A & M Bruces Add L81		
2424	N	PARK	AV	1004883	J A & M Bruces Add L97		
2426	N	PARK	AV	1067371	J A & M Bruces Add L96		
2428	N	PARK	AV	1023365	J A & M Bruces Add L95		
2463	N	PARK	AV	1088602	J A & M Bruces Add 72FT W END OF 34FT S SIDE L88		
2467	N	PARK	AV	1061560	J A & M Bruces Add 34FT N SIDE OF 72FT W END L88		
2525	N	PARK	AV	1070766	Wrights Park Ave Add L5		
2539	N	PARK	AV	1011624	Wrights Park Ave Add L7		
2207	N	PENNSYLVANIA	AV	1069098	Martindales Lincoln Park Add 1st Sec L31 B2		
2227	N	PENNSYLVANIA	AV	1068628	Martindales Lincoln Park Add 1st Sec L26 B2		
2235	N	PENNSYLVANIA	AV	1006180	Martindales Lincoln Park Add 1st Sec L24 B2		
2239	N	PENNSYLVANIA	AV	1049144	Martindales Lincoln Park Add 1st Sec L23 B2		

**Declaration of Covenants and Restrictions of the Fall Creek Place
Development EXHIBIT 'A'**

2247	N	PENNSYLVANIA	AV	1063746	Martindales Lincoln Park Add 1st Sec L21 B2		
2251	N	PENNSYLVANIA	AV	1062120	Martindales Lincoln Park Add 1st Sec L20 B2		
2255	N	PENNSYLVANIA	AV	1006146	Martindales Lincoln Park Add 1st Sec L19 B2		
2263	N	PENNSYLVANIA	AV	1011040	Martindales Lincoln Park Add 1st Sec 90FT W END L17 B2		
2301	N	PENNSYLVANIA	AV	1074915	Martindales Lincoln Park Add 2nd Sec L32 B11		
2305	N	PENNSYLVANIA	AV	1024310	Martindales Lincoln Park Add 2nd Sec L31 B11		
2311	N	PENNSYLVANIA	AV	1041595	Martindales Lincoln Park Add 2nd Sec L30 B11		
2315	N	PENNSYLVANIA	AV	1004690	Martindales Lincoln Park Add 2nd Sec L29 B11		
2317	N	PENNSYLVANIA	AV	1047149	Martindales Lincoln Park Add 2nd Sec L28 B11		
2323	N	PENNSYLVANIA	AV	1073485	Martindales Lincoln Park Add 2nd Sec L27 B11		
2327	N	PENNSYLVANIA	AV	1008922	Martindales Lincoln Park Add 2nd Sec L26 B11		
2335	N	PENNSYLVANIA	AV	1036138	Martindales Lincoln Park Add 2nd Sec L24 B11		
2339	N	PENNSYLVANIA	AV	1067610	Martindales Lincoln Park Add 2nd Sec L23 B11		
2342	N	PENNSYLVANIA	AV	1017568	Martindales Lincoln Park Add 2nd Sec L11 B11		
2343	N	PENNSYLVANIA	AV	1035400	Martindales Lincoln Park Add 2nd Sec L22 B11		
2347	N	PENNSYLVANIA	AV	1060658	Martindales Lincoln Park Add 2nd Sec L21 B11		
2350	N	PENNSYLVANIA	AV	1019854	Martindales Lincoln Park Add 2nd Sec L13 B11		
2351	N	PENNSYLVANIA	AV	1036131	Martindales Lincoln Park Add 2nd Sec L20 B11		
2355	N	PENNSYLVANIA	AV	1011655	Martindales Lincoln Park Add 2nd Sec L19 B11		
2356	N	PENNSYLVANIA	AV	1023100	Martindales Lincoln Park Add 2nd Sec L14 B11		
2360	N	PENNSYLVANIA	AV	1004616	Martindales Lincoln Park Add 2nd Sec L15 B12		
2361	N	PENNSYLVANIA	AV	1060729	Martindales Lincoln Park Add 2nd Sec L18 B11		
2363	N	PENNSYLVANIA	AV	1060728	Martindales Lincoln Park Add 2nd Sec L17 B12		
2364	N	PENNSYLVANIA	AV	1064945	Martindales Lincoln Park Add 2nd Sec 91FT E END L16 B12		
2405	N	PENNSYLVANIA	AV	1044195	Martindales Lincoln Park Add 3rd Sec L29 B14		
2409	N	PENNSYLVANIA	AV	1044195	Martindales Lincoln Park Add 3rd Sec L28 B14		
Address	Street Name	ID	Parcel #	Legal Description			
2415	N	PENNSYLVANIA	AV	1076281	Martindales Lincoln Park Add 3rd Sec L27 B14		
2417	N	PENNSYLVANIA	AV	1070464	Martindales Lincoln Park Add 3rd Sec L26 B14		
2421	N	PENNSYLVANIA	AV	1056554	Martindales Lincoln Park Add 3rd Sec L25 B14		
2425	N	PENNSYLVANIA	AV	1067055	Martindales Lincoln Park Add 3rd Sec L24 B14		
2429	N	PENNSYLVANIA	AV	1029264	Martindales Lincoln Park Add 3rd Sec L23 B14		
2434	N	PENNSYLVANIA	AV	1011718	Martindales Lincoln Park Add 3rd Sec L9 B13		
2435	N	PENNSYLVANIA	AV	1018186	Martindales Lincoln Park Add 3rd Sec L22 B14		
2437	N	PENNSYLVANIA	AV	1021887	Martindales Lincoln Park Add 3rd Sec L21 B14		
2443	N	PENNSYLVANIA	AV	1039093	Martindales Lincoln Park Add 3rd Sec L20 B14		
2445	N	PENNSYLVANIA	AV	1033329	Martindales Lincoln Park Add 3rd Sec L19 B14		
2449	N	PENNSYLVANIA	AV	1008279	Martindales Lincoln Park Add 3rd Sec L18 B14		
2454	N	PENNSYLVANIA	AV	1075223	Martindales Lincoln Park Add 3rd Sec L14 B13		
2455	N	PENNSYLVANIA	AV	1058529	Martindales Lincoln Park Add 3rd Sec L17 B14		
2503	N	PENNSYLVANIA	AV	1058068	Douglass Park Add L8		
2505	N	PENNSYLVANIA	AV	1098449	Douglass Park Add L9		
2506	N	PENNSYLVANIA	AV	1052409	Douglass Park Add L6		
2509	N	PENNSYLVANIA	AV	1030417	Douglass Park Add L10		
2510	N	PENNSYLVANIA	AV	1072806	Douglass Park Add L5		
2514	N	PENNSYLVANIA	AV	1061093	Douglass Park Add L4 EX TRI TR NW COR		
2516	N	PENNSYLVANIA	AV	1079040	Douglass Park Add L3 EX 40.55FT NL 13.844FT SL W END		
2519	N	PENNSYLVANIA	AV	1011585	Douglass Park Add L12		
2537	N	PENNSYLVANIA	AV	1013022	Douglass Park Add L17		
2205	N	TALBOTT	ST	1088200	Martindales Lincoln Park Add 1st Sec L31 B3		
2206	N	TALBOTT	ST	1074518	Martindales Lincoln Park Add 1st Sec EX 53FT W END L2 B2		
2209	N	TALBOTT	ST	1061826	Martindales Lincoln Park L30 B3		

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2210	N	TALBOTT	ST	1058523	Martindales Lincoln Park Add 1st Sec L3 B2		
2214	N	TALBOTT	ST	1066364	Martindales Lincoln Park Add 1st Sec L4 B2		
2237	N	TALBOTT	ST	1066303	Martindales Lincoln Park Add 1st Sec L23 B3		
2249	N	TALBOTT	ST	1053664	Martindales Lincoln Park Add 1st Sec L20 B3		
2250	N	TALBOTT	ST	1077782	Martindales Lincoln Park Add 1st Sec L13 B2		
2254	N	TALBOTT	ST	1007791	Martindales Lincoln Park Add 1st Sec L14 B2		
2255	N	TALBOTT	ST	1073289	Martindales Lincoln Park Add 1st Sec L19 B2		
2257	N	TALBOTT	ST	1045168	Martindales Lincoln Park Add 1st Sec L13 B3		
2258	N	TALBOTT	ST	1065569	Martindales Lincoln Park Add 1st Sec L15 BK2		
2261	N	TALBOTT	ST	1066998	Martindales Lincoln Park Add 1st Sec L17 B3		
2264	N	TALBOTT	ST	1051494	Martindales Lincoln Park Add 1st Sec L16 B2		
2301	N	TALBOTT	ST	1057114	Martindales Lincoln Park Add 2nd Sec L32 B10		
2302	N	TALBOTT	ST	1066997	Martindales Lincoln Park Add 2nd Sec L1 B11		
2305	N	TALBOTT	ST	1062322	Martindales Lincoln Park Add 2nd Sec L31 B10		
2306	N	TALBOTT	ST	1037416	Martindales Lincoln Park Add 2nd Sec L2 B11		
2307	N	TALBOTT	ST	1037905	Martindales Lincoln Park Add 2nd Sec L30 B10		
2310	N	TALBOTT	ST	1020488	Martindales Lincoln Park Add 2nd Sec L3 B11		
2314	N	TALBOTT	ST	1015669	Martindales Lincoln Park Add 2nd Sec L4 B11		
2318	N	TALBOTT	ST	1006560	Martindales Lincoln Park Add 2nd Sec L5 B11		
2324	N	TALBOTT	ST	1038016	Martindales Lincoln Park Add 2nd Sec L6 B11		
2325	N	TALBOTT	ST	1018444	Martindales Lincoln Park Add 2nd Sec L26 B10		
2329	N	TALBOTT	ST	1024122	Martindales Lincoln Park Add 2nd Sec L25 B10		
2333	N	TALBOTT	ST	1016568	Martindales Lincoln Park Add 2nd Sec L24 B10		
2342	N	TALBOTT	ST	1083126	Martindales Lincoln Park Add 2nd Sec L11 B11		
2345	N	TALBOTT	ST	1077786	Martindales Lincoln Park Add 2nd Sec L21 B10		
2346	N	TALBOTT	ST	1007857	Martindales Lincoln Park Add 2nd Sec L12 B11		
2348	N	TALBOTT	ST	1008355	Martindales Lincoln Park Add 2nd Sec L13 B11		
2349	N	TALBOTT	ST	1069091	Martindales Lincoln Park Add 2nd Sec L20 B10		
2353	N	TALBOTT	ST	1066836	Martindales Lincoln Park Add 2nd Sec L19 B10		
2354	N	TALBOTT	ST	1072860	Martindales Lincoln Park Add 2nd Sec L14 B11		
2358	N	TALBOTT	ST	1029762	Martindales Lincoln Park Add 2nd Sec L15 B11		
2357	N	TALBOTT	ST	1075465	Martindales Lincoln Park Add 2nd Sec L18 B10		
2363	N	TALBOTT	ST	1058526	Martindales Lincoln Park Add 2nd Sec 97.62FT S LINE W END L17 B10		
2401	N	TALBOTT	ST	1030065	Martindales Lincoln Park Add 3rd Sec 80.6FT NL 84FT SL W END L30 B15		
2407	N	TALBOTT	ST	1080476	Martindales Lincoln Park Add 3rd Sec L29 B15		
2413	N	TALBOTT	ST	1053525	Martindales Lincoln Park Add 3rd Sec L28 B15		
2414	N	TALBOTT	ST	1076598	Martindales Lincoln Park Add 3rd Sec L4 B14		
2419	N	TALBOTT	ST	1008826	Martindales Lincoln Park Add 3rd Sec L26 B15		
2420	N	TALBOTT	ST	1056452	Martindales Lincoln Park Add 3rd Sec L5 B14		
2423	N	TALBOTT	ST	1032850	Martindales Lincoln Park Add 3rd Sec L25 B15		
2424	N	TALBOTT	ST	1015213	Martindales Lincoln Park Add 3rd Sec L6 B14		
2427	N	TALBOTT	ST	1007863	Martindales Lincoln Park Add 3rd Sec L24 B15		
2428	N	TALBOTT	ST	1077787	Martindales Lincoln Park Add 3rd Sec L7 B14		
2431	N	TALBOTT	ST	1017111	Martindales Lincoln Park Add 3rd Sec L23 B15		
2432	N	TALBOTT	ST	1018883	Martindales Lincoln Park Add 3rd Sec L8 B14		
Address	Street Name	ID	Parcel #	Legal Description			
2435	N	TALBOTT	ST	1002150	Martindales Lincoln Park Add 3rd Sec L22 B15		
2436	N	TALBOTT	ST	1035288	Martindales Lincoln Park Add 3rd Sec L9 B14		
2439	N	TALBOTT	ST	1077789	Martindales Lincoln Park Add 3rd Sec L21 B15		
2440	N	TALBOTT	ST	1060487	Martindales Lincoln Park Add 3rd Sec L10 B14		

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2443	N	TALBOTT	ST	1048063	Martindales Lincoln Park Add 3rd Sec L20 B15		
2444	N	TALBOTT	ST	1017849	Martindales Lincoln Park Add 3rd Sec L11 B14		
2447	N	TALBOTT	ST	1008019	Martindales Lincoln Park Add 3rd Sec L19 B15		
2448	N	TALBOTT	ST	1062771	Martindales Lincoln Park Add 3rd Sec L12 B14		
2451	N	TALBOTT	ST	1019440	Martindales Lincoln Park Add 3rd Sec L18 B15		
2452	N	TALBOTT	ST	1077788	Martindales Lincoln Park Add 3rd Sec L13 B14		
2454	N	TALBOTT	ST	1062442	Martindales Lincoln Park Add 3rd Sec L14 B14		
2458	N	TALBOTT	ST	1022079	Martindales Lincoln Park Add 3rd Sec 93FT E END L15 B14		
2502	N	TALBOTT	ST	1077396	Douglass Park Add 93.5FT E END L30		
2504	N	TALBOTT	ST	1077395	Douglass Park Add 93.5FT E END L29		
2510	N	TALBOTT	ST	1009723	Douglass Park Add L28		
2517	N	TALBOTT	ST	1025541	Douglass Park Add L35		
2521	N	TALBOTT	ST	1050023	Douglass Park Add L36		
2525	N	TALBOTT	ST	1071776	Douglass Park Add L37		
2529	N	TALBOTT	ST	1005468	Douglass Park Add S1/2 L38		
2531	N	TALBOTT	ST	1099739	Douglass Park Add N1/2 L38		
2533	N	TALBOTT	ST	1047882	Douglass Park Add L39		
2534	N	TALBOTT	ST	1037835	Douglass Park Add L22		
2538	N	TALBOTT	ST	1028689	Douglass Park Add L21		
2541	N	TALBOTT	ST	1013558	Douglass Park Add L41		
115	E	FALL CREEK PW	DR	1057167	Douglass Park Add LOT C		