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**DECLARATION OF COVENANTS, RESTRICTIONS AND  
EASEMENTS OF LAWTON LOOP WEST**

THIS DECLARATION (the "Declaration") is made this 10<sup>th</sup> day of March, 1998, by VLB ASSOCIATES, INC. ("Declarant")

**RECITALS:**

A Declarant is the owner in fee simple of that certain parcel of land located at the former Fort Benjamin Harrison in Marion County, Indiana, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Real Estate")

B The Declarant has laid off, platted and subdivided the Real Estate into lots numbered as set forth in Schedule 1 attached hereto and incorporated herein by reference, each Lot being a single-family portion of a Building, except for (a) Lot 623, on which the existing building will be demolished in order to create a parking lot and (b) Building Nos. 624, 646, 652, 655, 657, 661, 663, 664, 665, 669, and 900 which are each one Lot (e.g., a duplex contains 2 Lots and a triplex contains 3 Lots) (individually, a "Lot"; collectively, the "Lots"), in accordance with the Final Plat (the "Plat") of Lawton Loop West (the "Subdivision"), which was recorded on March 23rd, 1998 as Instrument No. 98-48566 in the Office of the Recorder of Marion County, Indiana

C The Subdivision will consist of 26 buildings, numbered 624 and 643 through 665 and numbers 669 and 900, as numbered by the Army (individually, a "Building" and collectively, the "Buildings"), which have been divided into forty-three (43) lots as described in Recital B above.

D The Subdivision will share certain amenities (the "Shared Amenities") with another subdivision, which may be known as "Lawton Loop East", which will be comprised of Buildings numbered 666, 667, 668, 670, 671 and 672, which Shared Amenities shall include the Parade Grounds and may include the street lights.

E The Buildings in the Subdivision and the buildings in Lawton Loop East are historic structures and subject to covenants concerning their alteration or improvement as set forth in the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation, and the Historic Preservation Officer Regarding Closure and Base Disposal Actions at Fort Benjamin Harrison, Indiana (the "Historic Covenants")

F Declarant desires to subject the Real Estate to certain covenants and restrictions in addition to those set forth in the Plat, the Architectural Covenants and the Historic Covenants in order further to insure that development and use of the various Lots and Buildings are harmonious and do not adversely affect the value of the other Lots and Buildings

G Declarant desires to provide for maintenance of the General Common Area (as hereinafter defined) which is of common benefit to owners of the various Lots and Buildings, and to

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ASSESSOR

that end desires to establish certain obligations of such Owners and a system of assessments and charges upon such Owners for certain maintenance and other costs in connection with operation and maintenance of the Subdivision

H. Declarant desires to provide for the performance of Exterior Maintenance (as hereinafter defined) which is of common benefit to owners of the Residential Buildings (as hereinafter defined), and to that end desires to establish certain obligations of such Residential Owners and a system of assessments and charges upon such Residential Owners for certain maintenance and other costs in connection with operation and maintenance of the Residential Buildings

I Declarant desires to provide for limited maintenance of the Limited Areas (as hereinafter defined), which is of common benefit to owners of units within Building No. 900 ("Building 900 Owners"), and to that end desires to establish certain obligations of the Building 900 Owners and a system of assessments and charges upon the Building 900 Owners for certain maintenance and other costs in connection with operation and maintenance of the Limited Areas. ]

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate is and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the Plat, the Architectural Covenants, the Historic Covenants and the following covenants, restrictions and easements, all of which are declared and agreed to be in furtherance of a plan for improvement and sale of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and each Lot and Building situated therein. All of the following covenants, easements and restrictions shall run with the Real Estate and shall be binding upon Declarant and all parties having or acquiring any right, title or interest, legal or equitable, in and to the Real Estate or any part thereof, and shall inure to the benefit of Declarant's successors in title to the Real Estate or any part thereof.

1. DEFINITIONS

The following are definitions of terms as they are used herein:

(a) "ARC" shall mean the Architectural Review Committee for the entirety of the former Fort Benjamin Harrison as set forth in the PUD Zoning Ordinance, which initially is the FHRA

(b) "Architectural Covenants" shall mean the covenants, conditions, and restrictions set forth in the architectural covenants which are part of the PUD Zoning Ordinance

(c) "Army" shall mean the United States of America, Department of the Army.

(d) "Assessment" shall mean Common Assessment, Limited Area Assessment and Residential Assessment

(e) "Association" shall mean Lawton Loop West Association, Inc., or an organization of similar name, its successors and assigns, which has been or shall be created as an Indiana nonprofit corporation and whose membership shall consist of all Owners

(f) "Board" shall mean the Association's board of directors.

(g) "Building" shall have the meaning set forth in the Recitals.

(h) "Building 900 Owners" shall have the meaning set forth in the Recitals

(i) "By-Laws" shall mean the Association's code of by-laws

(j) "Clubhouse" shall mean Building 669.

(k) "Commercial Buildings" shall mean Buildings 624, 663, 664 and 665 as numbered by the Army.

(l) "Commercial Lots" shall have the meaning set forth in paragraph 2.D

(m) "Commercial Owner" shall mean the Owner of a Commercial Building and/or its corresponding lot.

(n) "Commission" is defined in paragraph 10 B.

(o) "Committee" shall mean the Lawton Loop West Architectural Review Committee, composed of three (3) members (who need not be members of the Association) appointed by the Board and subject to removal by the Board at any time with or without cause. Any vacancies existing from time to time on the Committee shall be filled by the Board.

(p) "Common Area" shall mean the General Common Area and Limited Area.

(q) "Common Assessment" shall mean (i) the share of Common Expenses imposed upon each Unit, as determined and levied pursuant to the provisions of paragraph 6, and includes both regular and special assessments, and (ii) any other expenses levied upon an individual Unit as provided in this Declaration, other than a Residential Assessment or a Limited Area Assessment.

(r) "Common Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvements and replacement of General Common Area, snow removal (to the extent, if any, provided by the Association), taxes assessed against any General Common Area, and any other cost or expense incurred by the Association for the benefit of the General Common Area, or the Subdivision generally,

and shall also include the costs of insurance as required herein, other than the costs of insurance as required in paragraph 5.B, and a reasonable allowance for working capital, contingencies and reserves. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system or other improvements constructed by Declarant. Common Expenses shall not include costs for Exterior Maintenance as set forth in paragraph 3. The Common Expenses shall include those assessments imposed by the Fort Harrison Umbrella Association

(s) "Control Transfer Date" is defined in paragraph 4.B

(t) "Declaration" shall mean the Plat and this Declaration, collectively.

(u) "Declarant" shall mean VLB Associates, Inc., an Indiana corporation, or any other person, which succeeds to its interest as a matter of law or as evidenced by a written instrument of transfer to such effect recorded in the Office of the Recorder of Marion County, Indiana.

(v) "Deed Restrictions" shall mean the covenants, conditions, restrictions and agreements contained in any deed in the Owner's chain of title, including but not limited to, the deed from the Army to FHRA, the deed from FHRA to Declarant and the deed from Declarant to Owner, or its predecessor.

(w) "Expenses" shall mean Common Expenses, Limited Area Expenses and Residential Expenses

(x) "Exterior Maintenance" shall have the meaning set forth in Section 3 A.

(y) "FHRA" shall mean the Fort Harrison Reuse Authority, an entity established pursuant to IC 36-7-30-1 et seq.

(z) "Fort Harrison Umbrella Association" shall mean the Umbrella Owner's Association as contemplated by the PUD Zoning Ordinance, comprised of all of the Owner's Associations established for the owners of the real estate which comprises the former Fort Benjamin Harrison which has been or will be conveyed by Army to the FHRA.

(aa) "General Common Area" shall mean the street behind the Buildings, which shall be owned by the Association for the common use and enjoyment of the Owners for ingress and egress to such Owner's Unit, as well as the "Common Area" as identified on the Plat, and including any Shared Amenities which shall be owned by the Association for the common use and enjoyment of the Owners.

(bb) "Historic Covenants" shall have the meaning set forth in the Recitals

(cc) "Initial Baseline Standards" shall have the meaning set forth in Section 3 B

(dd) "Lawton Loop East" shall have the meaning set forth in the Recitals.

(ee) "Limited Areas" shall mean those areas within Building No. 900 identified as "common area" on the floor plan attached hereto as Exhibit C, as well as the yards surrounding Building 900.

(ff) "Limited Area Assessment" shall mean the share of the Limited Area Expenses imposed upon each Unit within Building No. 900, as determined and levied pursuant to paragraph 6, and includes regular and special assessments

(gg) "Limited Area Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvements and replacement of Limited Areas, taxes assessed against any Limited Areas, and any other cost or expense incurred by the Association for the benefit of the Limited Areas, and shall also include the costs of insurance as required herein and a reasonable allowance for working capital, contingencies and reserves.

(hh) "Limited Area Pro-Rata Share" is defined in Section 6 B

(ii) "Lot" shall have the meaning set forth in the Recitals.

(jj) "Mortgagee" shall mean any holder, insurer or guarantor of any first mortgage on any Unit, which has provided notice of its mortgage interest to the Association

(kk) "Owner" shall mean a person who owns of record the fee simple interest in and to a Unit or a Lot (in the case of the Clubhouse or Lot 623), including the Declarant, but excluding those persons having such interest merely as security for the performance of an obligation. The term Owner includes a Residential Owner and a Commercial Owner

(ll) "Parade Grounds" shall mean the area inside Lawton Loop Drive and surrounded by the Buildings and the buildings of Lawton Loop East, which grounds are to be owned by the Association and maintained by the Association as open space as set forth in the Historic Covenants.

(mm) "Percentage Vote" shall have the meaning set forth in paragraph 4.B and, as to each Unit shall be set forth in Schedule 1.

(nn) "Plat" shall have the meaning set forth in the Recitals.

(oo) "Pro-Rata Share" is defined in paragraph 6.B

(pp) "PUD Zoning Ordinance" shall mean the Planned Unit Development zoning ordinance which was adopted by the City-County Council of Indianapolis and Marion County for D-P classification for the Real Estate and other real estate, Petition No. 97-Z-3/97-DP-1 on February 24, 1997.

(qq) "Real Estate" shall have the meaning set forth in the Recitals.

(rr) "Residential Assessment" shall mean the share of Residential Expenses imposed upon each Residential Unit, as determined and levied pursuant to the provisions of paragraph 6, and includes both regular and special assessments.

(ss) "Residential Buildings" shall mean all of the Buildings other than the Commercial Buildings and the Clubhouse.

(tt) "Residential Expenses" shall mean the actual and estimated cost to the Association for Exterior Maintenance (as set forth in paragraph 3) and insurance (as set forth in paragraph 5 B), and shall also include a reasonable allowance for working capital, contingencies and reserves.

(uu) "Residential Lot" shall mean a Lot on which a Residential Building is wholly or partially located.

(vv) "Residential Owner" shall mean an Owner of a Residential Unit

(ww) "Residential Pro-Rata Share" is defined in Section 6 B.

(xx) "Residential Unit" shall mean a Residential Lot and the improvements thereon, except that in the case of Building No. 900, it shall mean any of the four residences located within Building No. 900

(yy) "Shared Amenities" shall have the meaning set forth in the Recitals.

(zz) "SHIPO" shall mean the Indiana State Historic Preservation Officer.

(aaa) "Subdivision" shall have the meaning set forth in the Recitals.

(bbb) "Unit" shall mean a Lot and the improvements thereon. The Clubhouse and Lot 623 shall not be considered Units.

## 2 EASEMENTS

A Streets The Owners of all Units, the Clubhouse and Lot 623 and their invitees shall have the non-exclusive easement to use the streets within the Real Estate as shown on the Plat for

ingress and egress to the Units, the Clubhouse and Lot 623. The Association may publish reasonable and nondiscriminatory rules and regulations for the use of such streets. The Declarant shall convey all of its rights to, title and interest in and to the streets behind the Buildings to the Association.

B. Party Walls. Each Building which contains one or more Units has a party wall or party walls separating such Unit from the adjoining Unit or Units. To the extent not inconsistent with the provisions of this paragraph 2 B, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared in equal proportions by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning a party wall, or in the provisions of this paragraph, the Board shall appoint an arbitrator and the decision of the arbitrator shall be binding upon the parties and the parties' right to legal action shall be limited to enforcement of the arbitrator's award.

C. Clubhouse. The Owners of all Residential Units and members of their immediate family residing in such Residential Unit shall have the non-exclusive use of the Clubhouse. In addition, the owners of residential property or units in Lawton Loop East shall also have the non-exclusive use of the Clubhouse. The use of the Clubhouse and expenses for the maintenance and future improvement thereof shall be shared between the Owners of Units and the owners of residential property or units in Lawton Loop East. The Association may publish reasonable and nondiscriminatory rules governing the use of the Clubhouse, including establishing charges for the exclusive use of all or part of the Clubhouse for reserved events.

D. Cross-Easements for Access and Parking For Commercial Buildings 664 and 665. Declarant hereby declares and creates the following access and parking easements which shall be perpetual and non-exclusive mutual easements appurtenant to and for the benefit of those Commercial Buildings known as numbers 664 and 665 and their corresponding Lots (the "Commercial Lots"), the Owners thereof, and their tenants, employees, invitees, and licensees, over and across the entirety of the paved portion of "Lot 623". Such access and parking easements shall be for the purposes of providing access, ingress and egress by vehicular and pedestrian traffic to and from the Commercial Lots to Lawton Loop Drive, Kent Avenue and to the alley behind each Commercial Lot and shall be for common parking for each of the Commercial Lots, to the extent that such common parking is allowed by the applicable zoning ordinance. Access to the Commercial Lots shall only be permitted from Lawton Loop Drive or Kent Avenue. The owners of the Commercial Lots, their employees, tenants and invitees shall not be entitled to use the private streets behind the Buildings, except that portion of such private street which connects the Commercial Lots. The cost

of reasonable repair and maintenance of the parking lot on Lot 623 shall be shared by the Owners of the Commercial Lots in proportion to their gross square footage as listed on Schedule 1. If the parking lot is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner of a Commercial Lot may restore the parking lot, and if the other Owners thereafter make use of the parking lot, they shall contribute to the cost of restoration thereof, in proportion to their gross square footage without prejudice, however, to the right of any such Owner to call for a large contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner of a Commercial Lot to contribution from any other Owner of a Commercial Lot under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning the parking lot, or the provisions of this paragraph, the Board shall appoint an arbitrator and the decision of the arbitrator shall be binding upon the parties and the parties' right to legal action shall be limited to enforcement of the arbitrator's award.

E. Drainage. Declarant hereby declares and creates a surface and storm water drainage easement on, under, over, above and across the Commercial Lots and the Lot corresponding to Building No. 663 ("Lot 663") across that portion of each Commercial Lot and Lot 663 that is not improved with a Building at the date of this Declaration, which easement shall be perpetual and non-exclusive, appurtenant to and benefitting each of the Commercial Lots and Lot 663 for the purpose of providing a system of surface and storm water drainage for the Commercial Lots and Lot 663.

F. Utilities. Declarant hereby declares and creates utility easements appurtenant to and for the benefit of the Commercial Lots and Lot 663 which shall be perpetual and non-exclusive easements in, on, under, over, above, across and through the entirety of the Commercial Lots and Lot 663 for the purpose of providing systems for water delivery service, sanitary sewer service, natural gas service, electrical power service, public telephone service and other communication services and other utility services to the Commercial Lots and Lot 663.

G. Limited Areas. The Building 900 Owners and their invitees shall have the non-exclusive easement to use the yard surrounding Building 900 and the "common area" within Building 900 as shown on Exhibit C.

### 3 EXTERIOR MAINTENANCE

A. Duty of Association. Except as otherwise provided in this paragraph 3, the Association shall perform all exterior maintenance to each Residential Building, which shall include maintenance of the roof, tuck pointing, chimneys, gutters, porches, exterior painting and any other maintenance deemed necessary or desirable by the Association to keep the exterior of each Residential Building in good condition, order and repair and in harmony with the other Residential Buildings ("Exterior Maintenance"). However, Exterior Maintenance shall not include maintenance or repair of any windows, garage doors or other doors. Routine Exterior Maintenance shall be performed pursuant to a schedule to be established by the Association. Each Residential Owner hereby grants the Association, its contractors and agents a license to enter such Residential Owner's



Lot and the inside of such Residential Owner's Unit as reasonably necessary to perform any inspections or Exterior Maintenance or to carry out any other responsibilities of the Association. Entry into the inside of the Residential Unit shall require two (2) days prior written notice to the Owner and shall be scheduled at a reasonably convenient time for the Owner. Notwithstanding the foregoing, the Association, its contractors and agents may enter a Residential Unit without any prior written notice in the event the Association deems that emergency Exterior Maintenance is necessary and that such entry is required to perform the Exterior Maintenance.

B. Initial Baseline Standards. Exterior Maintenance shall not include any exterior maintenance necessary initially to rehabilitate a Building so that it meets the initial baseline standards attached hereto as Exhibit B (the "Initial Baseline Standards"). No Exterior Maintenance shall be a Common Expense until an independent inspector selected by the Association has determined that the Unit or Building has been initially rehabilitated to the Initial Baseline Standards. Such inspection shall be a Common Expense. Failure by an Owner to meet the Initial Baseline Standards does not affect Owner's responsibility to pay all Assessments applicable to its Unit or Lot.

C. Owner Request for Exterior Maintenance. In the event that an Owner desires to have Exterior Maintenance performed to a Residential Unit other than the regularly scheduled Exterior Maintenance, such Owner shall submit such request in writing to the Committee and the Committee shall respond to such request within thirty (30) days of its receipt of such notice. If the Committee denies such request the Owner may appeal the decision to the Board, which shall have thirty (30) days to respond after receipt of notice of an appeal. The Committee shall cause the Exterior Maintenance to be performed if the Board so orders or, if it does not, the Owner may pay for the cost of such Exterior Maintenance with the approval of the Association.

D. Performance by an Owner. All Exterior Maintenance shall be performed by the Association, except as provided in subparagraph 3 A above. All Exterior Maintenance of the Commercial Buildings, including roof, tuck pointing, chimneys, gutters, porches, exterior painting, windows, garage doors and any other maintenance necessary to keep the exterior of each Commercial Building in good condition, order and repair and in harmony with the other Buildings shall be performed by the Owner of each respective Commercial Building.

E. Failure of Owner to Perform Required Maintenance. In the event that (i) the Owner of a Residential Unit does not maintain the windows, doors or garage doors of such Owner's Unit in a clean, neat, sightly condition consistent with the other Units, or (ii) the Owner of a Commercial Building does not maintain its Commercial Building as required in subparagraph 3.D above, the Association may, after fourteen (14) days written notice detailing the maintenance, repair, or replacement which it deems necessary or appropriate, perform the maintenance, repair or replacement and assess such Unit for such maintenance, repair, replacement or administration cost to include attorney fees, if necessary.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit

B. Voting. In connection with and as an inseparable part of the ownership of each Unit, each Owner shall have a Percentage Vote, which the Owner shall be entitled to cast at each meeting of the Association on each matter on which the Owners may vote. The Percentage Vote allocable to each Unit shall be a number, expressed as a percentage, equal to the Pro-Rata Share of such Unit. Unless otherwise stated elsewhere in this Declaration or the By-Laws, matters to be undertaken by the Association requiring a vote of the Owners shall be undertaken only upon an affirmative vote by a majority of the total Percentage Vote represented at a meeting of the Association at which such matter is considered, provided a quorum is present. When more than one person or entity holds an interest in any Unit, all such persons shall be members. The Percentage Vote for such Unit shall be exercised by the person whom the collective members with respect to such Unit unanimously designate in writing to the Association. In no event shall such Percentage Vote be split into fractional parts and in no event shall more than one person cast the Percentage Vote with respect to any Unit. Each Percentage Vote cast with respect to a Unit shall presumptively be valid, but if such Percentage Vote is questioned by any member holding any interest in such Unit and if all such members holding an interest in the Unit are not in agreement as to the validity of the Percentage Vote for such Unit which is questioned, then such Percentage Vote shall not be counted.

C. Control Transfer Date. Each Owner shall confer and shall be deemed to have conferred upon Declarant an irrevocable proxy to vote in such Owners' name, place and stead on any and all matters on which an Owner is entitled to vote under this Declaration or the By-Laws. The proxy shall be a right, coupled with an interest, which shall be irrevocable until the earliest to occur of the following events ("Control Transfer Date"):

- (i) the date Declarant voluntarily surrenders and terminates the proxies;
- (ii) the date that Units representing 80% of the total Percentage Vote of all of the Units have been conveyed from Declarant to others; or
- (iii) December 31, 1999

Immediately after the Control Transfer Date Declarant shall make available to the Association all books, records, plans and other information in its possession regarding the activities of the Board and the Association.

D. Board of Directors. After the Control Transfer Date, the members shall elect the Board as prescribed by the By-Laws. The Board shall manage the Association's affairs. The initial Board shall be appointed by Declarant and shall manage the Association's affairs until the Control Transfer Date.

E. Professional Management. The Association shall enter into a management agreement with a professional manager which will provide for supervision, management and maintenance of the Common Area and in general perform all the duties and obligations of the Association. No contract or agreement of the Association for professional management of the Association, and no other contract of the Association with Declarant, shall be for a term in excess of three (3) years. Any such contract or agreement shall provide for termination by either party with or without cause, and without any termination fee, by ninety (90) days' written notice.

F. Responsibilities of Association. The Association is hereby authorized to act and shall act on behalf, and in the name, place and stead, of the individual Owners in all matters pertaining to maintenance, repair and replacement of the Common Area, Exterior Maintenance, determination of Common Expenses and Limited Area Expenses, collection of annual and special Assessments, and granting of any approvals whenever and to the extent called for by the Declaration for the common benefit of all Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declaration. Neither the Association, nor its directors, officers or authorized agents, shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declaration or for any failure to take any action called for by the Declaration. The Association shall procure and maintain casualty insurance for the Common Area and the Residential Buildings, liability insurance (including directors' and officers' insurance), and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal and security control, and such other services as the Association deems necessary or advisable. If the Association enters into any such contracts prior to the Control Transfer Date, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

G. Mortgagees' Rights. Any Mortgagee shall have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagee making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

H. Primary Responsibility. Subject to the limitations set forth in the Declaration, the Association shall be primarily responsible for keeping the Common Area in a clean, orderly and well maintained condition and performing Exterior Maintenance and the Association and its agents shall have the right to enter upon the Residential Lots and Common Area at all reasonable times in order to fulfill this primary responsibility.

#### 5. INSURANCE AND BONDS

The Association shall maintain at least the following insurance coverage and bonds and may obtain higher coverages or additional coverages if it deems such coverages necessary or appropriate for the Association:

A. The Association shall maintain in force such insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Common Area and those portions of the Units for which the Association has responsibility for Exterior Maintenance, as the Board may deem appropriate but no less than a single limit of liability of two million dollars (\$2,000,000.00) for injury or death of a single person, two million dollars (\$2,000,000.00) for any one accident or occurrence and two million dollars (\$2,000,000.00) for injury to property, with a two million dollar (\$2,000,000.00) aggregate.

B. The Association shall maintain at all times insurance against loss or damage by fire and from other causes to the Residential Buildings for 100% of their replacement cost (not including any Owner's personal property) customarily insured against under standard extended coverage and replacement cost endorsements. Such casualty insurance may also contain an inflation guard endorsement, if available, and a building ordinance or law endorsement. All proceeds of casualty insurance shall be used for restoration of the casualty with any excess proceeds to be used as reserves of the Association. In the event that the insurance proceeds are insufficient to reconstruct the damaged Residential Unit or Residential Building, the remaining cost to restore such Residential Unit or Residential Building to as near as practicable the condition as it existed immediately preceding such casualty shall be a Residential Expense allocable to all Residential Owners. The Association shall diligently pursue the restoration of a damaged Residential Unit or Residential Building. The Association shall provide the Owner of the Residential Unit or Residential Building with the plans and specifications for restoration of the Residential Unit or Residential Building for such Owner's review within ninety (90) days of the damage (thirty (30) days for minor restorations). The Owner shall have thirty (30) days to provide comments on the plans and specifications, which comments shall be limited to the extent that the plans and specifications differ from the condition of the Residential Unit as it existed immediately preceding the damage. The Association shall proceed to have minor repairs completed within ninety (90) days of the damage, which ninety (90) day period shall not include any days during which adverse weather conditions would have prohibited such repairs. The Association shall have the Residential Unit or Residential Building restored in accordance with the Owner's comments, to the extent such comments do not increase the construction cost beyond the insurance proceeds, provided that the Residential Unit or Residential Building was insured at an amount equal to 100% of its replacement cost. The Association shall use its best efforts to have the Residential Unit or Residential Building reconstructed or repaired within one year of such damage.

C. Except as otherwise provided herein by way of Exterior Maintenance performed, and casualty insurance maintained by the Association, each Owner shall be solely responsible for loss of or damage to its Unit, the improvements located therein (including party walls) and personal property located in or on its Unit, however caused, and shall be solely responsible for obtaining its own insurance to cover any loss and risk.

D. The Association shall obtain a fidelity bond or fidelity insurance in an amount adjusted from time to time to be equal to 125% of the annual estimated Common Expenses, Residential Expenses and Limited Area Expenses, which bond shall cover acts of dishonesty or fraud of any member or employee of the Association that handles the Association's funds. A third party

management company shall also be required to obtain such bond or insurance to the extent it handles the Association's funds

E Neither Declarant, the Association or the Board, nor any member, shareholder, director, officer, employee or agent of any of the foregoing, shall be held liable or otherwise subject to any claim for damages in the event discretion to obtain insurance permitted by the Declaration is exercised or not exercised; provided, however, this paragraph 5.E. does not apply to insurance required to be obtained by the Association pursuant to this paragraph 5

F Each Commercial Owner shall maintain at all times insurance against loss or damage by fire and from other causes to such Commercial Building for 100% of its replacement cost (not including any Commercial Owner's personal property) customarily insured under standard extended coverage and replacement cost endorsements. Such casualty insurance shall also contain an inflation guard endorsement, if available, and a building ordinance or law endorsement. All proceeds of casualty insurance shall be used for restoration of the casualty with any excess proceeds to be used at such Commercial Owner's discretion. In the event that the insurance proceeds are insufficient to reconstruct the damage to such Commercial Building, the remaining cost to restore such Commercial Building to as new or as practicable the condition immediately preceding such casualty, shall be such Commercial Owner's expense. Each Commercial Owner shall diligently pursue the restoration of the damaged Commercial Building. The Commercial Owner shall proceed to have minor repairs completed within ninety (90) days of the damage, which ninety (90) day period shall not include any days during which adverse conditions would have prohibited such repairs. The Commercial Owner shall have the Commercial Building restored in accordance with the provisions of paragraph 7 hereunder. The Commercial Owner shall use its best efforts to have the Commercial Building reconstructed or repaired (in the event that more than minor repairs are needed) within one (1) year of such damage

## 6 COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Purpose of Assessments (i) The Common Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Units, and promoting the health, safety and welfare of the Owners, users and occupants of the same, and, in particular, for improvement, repairing, operating and maintenance of the Common Area, including, but not limited to, payment of taxes and insurance thereon, if any, for the cost of labor, equipment, material and management furnished with respect thereto, and any and all other Common Expenses. Each Owner shall pay to the Association:

(a) A Pro-Rata Share of the annual Common Assessments fixed, established and determined from time to time as hereinafter provided;

(b) A Pro-Rata Share of any special Common Assessments fixed, established and determined from time to time as hereinafter provided; and

(c) Other Common Assessments against an individual Unit as permitted by this Declaration

(ii) The Limited Area Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Limited Areas and Building 900 in general, and promoting the health, safety and welfare of the Building 900 Owners, users or occupants of the same, and, in particular, for improvement, repairing, operating and maintenance of the Limited Areas, including, but not limited to, payment of taxes and insurance thereon, if any, for the cost of labor, equipment, material and management furnished with respect thereto, and any and all other Limited Area Expenses. Each Building 900 Owner shall pay to the Association:

- (a) A Limited Area Pro-Rata Share of the annual Limited Area Assessments fixed, established and determined from time to time as hereinafter provided; and
- (b) A Limited Area Pro-Rata Share of any special Limited Area Assessments fixed, established and determined from time to time as hereinafter provided

(iii) The Residential Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Residential Units, and promoting the health, safety and welfare of the Residential Owners, users and occupants of the same, and the Exterior Maintenance of the Residential Buildings, payment of insurance as set forth in Paragraph 5 B, for the cost of labor, equipment, material and management furnished with respect thereto, and any and all other Residential Expenses. Each Residential Owner shall pay to the Association:

- (a) A Residential Pro-Rata Share of the annual Residential Assessments fixed, established and determined from time to time as hereinafter provided; and
- (b) A Residential Pro-Rata Share of any special Residential Assessments fixed, established and determined from time to time as hereinafter provided

B Pro-Rata Share. The Pro-Rata Share of each Owner for purposes of this Declaration shall be the proportionate square footage of each Unit, as determined by data provided by the Army, in relation to the total square footage of all of the Units covered by the Declaration, which amounts are set forth on Schedule 1 of this Declaration. The Limited Pro-Rata Share of each Building 900 Owner for purposes of this Declaration shall be the proportionate square footage of each Unit within Building 900 in relation to the total square footage of all the Units within Building 900, which amounts are set forth on Schedule 1 of this Declaration. The Residential Pro-Rata Share of each Residential Owner for purposes of this Declaration, shall be the proportionate square footage of each Residential Unit in relation to the total square footage of all the Residential Units, which amounts are set forth on Schedule 1 of this Declaration.

C Liability for Assessments. Each Common Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be the personal liability of each Owner, shall be a charge on each Unit, and shall constitute a lien upon each Unit from and after the due date thereof in the Association's favor. Each Common Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Unit at the time when the Common Assessment is due. Each Limited Area Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be the personal liability of each Building 900 Owner, shall be a charge on each such Unit, and shall constitute a lien upon each such Unit from and after the due date thereof in the Association's favor. Each Limited Area Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Building 900 Owner of each Unit at the time when the Limited Area Assessment is due. Each Residential Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be the personal liability of each Residential Owner, shall be a charge on each Residential Unit, and shall constitute a lien upon each Residential Unit from and after the due date thereof in the Association's favor. Each Residential Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Residential Owner of each Residential Unit at the time when the Residential Assessment is due. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee under any mortgage recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve any Unit from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability imposed hereby. The personal obligation for delinquent Assessments (as distinguished from the lien upon the Unit) shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses, Limited Area Expenses and Residential Expenses for the coming fiscal year, which shall include a reasonable allowance for working capital, contingencies and reserves as the Board deems appropriate. A copy of this budget shall be delivered to each Owner at least thirty (30) days prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board at any time during a fiscal year determine that the Common Assessments, Limited Area Assessments, or Residential Assessments respectively, levied for such year may be insufficient to pay the Common Expenses, Limited Area Expenses, or Residential Expenses, respectively, for such year, the Board shall call a special meeting of the Association to consider imposing such special Common Assessments, Limited Area Assessments, or Residential Assessments, respectively, as may be necessary to meet the Common Expenses, Limited Area Expenses, or Residential Expenses, respectively, for such year. A special Common Assessment, Limited Area Assessment, or Residential Assessment, respectively, shall be imposed only with the approval of two-thirds (2/3) Percentage Vote of the Owners present at a meeting called for such purpose (notice and quorum requirements for such a meeting are set forth in

paragraph 6(J) below), and shall be due and payable on the date(s) determined by such Owners or, if not so determined, then as may be determined by the Board. In addition to the Board's right to impose Special Limited Area Assessments hereunder, the Building 900 Owners may impose a special Limited Area Assessment upon the written consent of at least three (3) of the four (4) Building 900 Owners that a special Limited Area Assessment is necessary. In the event of such a consent, all of the Building 900 Owners shall be bound to pay such special Limited Area Assessment as though it had been approved as otherwise required hereunder.

F. Fiscal Year, Date of Commencement of Assessments, Due Dates. The Association's fiscal year shall be the calendar year and may be changed from time to time by the Board. The first annual Assessment shall be made for the balance of the Association's fiscal year in which such Assessment is made. Assessments shall be due and payable monthly on the first day of each calendar month, except that the Board may from time to time by resolution authorize and require the payment of such Assessments in quarterly, semi-annual or annual installments.

G. Duties of Association.

(i) The Board shall cause proper books and records of levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each Unit and each Assessment applicable thereto, which books and records shall be kept in the Association's office and shall be available for inspection and copying by each Owner (or a duly authorized representative of any Owner) at reasonable times during the Association's regular business hours. Except as may otherwise be provided in the By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board shall cause written notice of all Assessments levied by the Association to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special (or any other) Assessments shall be sent as promptly as practicable. Common Assessments made pursuant to paragraph 6.A.(i)(c) shall be due and payable on the later of the date set forth in such notice or thirty (30) days after such notice is mailed. If such notice is mailed less than thirty (30) days prior to the due date of the Common Assessment to which such notice pertains, payment of such Common Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company or Mortgagee a certificate in writing signed by an officer or agent of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Unit in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of the amount levied or paid.



(iii) The Association shall notify any Mortgagee from which it has received a written request for notice: (a) of any default in performance of any obligation under the Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of the Subdivision or the Unit securing its mortgage; and (c) of any proposed action which requires the consent of the Mortgagees or a specified percentage thereof as set forth in the Declaration

H Nonpayment of Assessments; Remedies of Association

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Unit against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Unit as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner, and all future successors and assigns of such Owner, in such Unit; provided, however, that such lien shall be subordinate to any first mortgage on such Unit recorded prior to the date on which such Assessment becomes due

(ii) If any Assessment upon any Unit is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against such Owner's Unit, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and, if a judgment is obtained, such judgment shall include such interest, costs and attorneys' fees.

I Adjustments. If the amounts actually expended by the Association for Expenses in any fiscal year exceed the amounts budgeted and assessed for Expenses for that fiscal year, the amount of such deficit may be recouped either by inclusion in the budget for annual Assessments for the following fiscal year or by the making of one or more special Assessments for such purpose, at the Association's option. If the amounts budgeted and assessed for Expenses in any fiscal year, other than amounts for reserves, contingencies and working capital, exceed the amount actually expended by the Association for Expenses for that fiscal year, a Pro-Rata Share, Limited Pro-Rata Share or Residential Pro-Rata Share, as applicable, of such excess shall be a credit against the Assessment(s) due from each affected Owner for the next fiscal year(s)

J Notice and Quorum for Imposition of Special Assessments. Written notice of any meeting called for the purpose of imposing special Assessments shall be sent to all Owners not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners entitled to cast fifty percent (50%) of the total Percentage Vote shall constitute a quorum. If the required quorum is not present, another meeting may be called

subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

K. Subordination of Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the date on which such Assessment becomes due. Sale or transfer of any Unit shall not affect the Assessment lien. No sale or transfer shall relieve the Owner of such Unit from liability for any Assessments becoming due prior to such sale or transfer, provided, however, that sale or transfer of any Unit pursuant to foreclosure of any first mortgage on such Unit (without the necessity of joining the Association in any such foreclosure action), or any proceedings or deed in lieu thereof, shall extinguish the lien of all Assessments first becoming due after the date of recordation of such mortgage but prior to the date of such sale or transfer.

7 CHARACTER OF SUBDIVISION.

A. In General. No structure shall be erected, altered, placed or permitted to remain upon any Lot, and no Exterior Maintenance shall be performed on any Building without the prior written consent of the Committee. The foregoing shall only be done in accordance with the Architectural Covenants, Historic Covenants, PUD Zoning Ordinance and Deed Restrictions. The Percentage Vote, Pro-Rata Share, Limited Area Pro-Rata Share and Residential Pro-Rata Share for each Unit shall not change as a result of any subsequent alteration or addition. Declarant may use or may permit the use of any Unit as a model or sales office.

B. Accessory Outbuilding Prohibited. No accessory outbuilding shall be erected on any Lot other than a garage and an attached storage area of uniform size, color and architecture, all in accordance with the Initial Baseline Standards.

C. Other Restrictions. The Real Estate shall be subject to all covenants, easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Real Estate, including those restrictions set forth in the Umbrella Declaration, Architectural Covenants, Historic Covenants, PUD Zoning Ordinance and Deed Restrictions.

D. Landscaping or Exterior Construction. Any proposed landscaping on any Lot, or construction on or alteration of any Building or Lot, or construction of any exterior structure or amenity on a Lot (such as, but not limited to, a deck, patio, exterior light fixture, basketball goal, swing set, gym set) must be approved in advance and in writing by the Committee as set forth in paragraph 9, and shall be done in accordance with the Architectural Covenants, Historic Covenants, PUD Zoning Ordinance and Deed Restrictions. The following requirements shall be applicable unless the Committee shall approve otherwise: (i) all utility facilities in the Subdivision will be underground, except where required to be placed above ground by the individual utility supplier; (ii) no additional parking will be permitted on a Lot other than in the garage; (iii) whenever possible, all utility meters and HVAC units in the Subdivision will be located in places unseen or screened from the fronts of

the dwellings; (iv) no outside fuel storage tanks will be permitted and no gasoline storage will be permitted above or below ground in the Subdivision; and (v) all windows in the Subdivision will be of the same style and type as exist at the date of this Declaration, unless otherwise directed by the SHIPO.

E. Common Area. No structure or other improvement shall be erected on any part of the Common Area by anyone other than Declarant without the Committee's prior written approval.

F. Maintenance of Lots. The Owner of any Lot shall at all times maintain the yard of such Lot and any improvements situated thereon, which are not expressly the responsibility of the Association to maintain as set forth in this Declaration, in such a manner as to prevent the same from becoming unsightly and, specifically, such Owner shall, by way of example:

(i) Mow and care for the lawn at such times as may reasonably be required in order to prevent unsightly growth of vegetation and weeds (except that as to the Building 900 Owners, this shall be the Association's responsibility and shall be considered a Limited Area Expense);

(ii) Remove all debris or rubbish;

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

(iv) Cut down and remove dead trees (except that as to the Building 900 Owners, this shall be the Association's responsibility and shall be considered a Limited Area Expense);

(v) Keep the windows in such a state of repair or maintenance as to avoid their becoming unsightly; and

(vi) Maintain the porch in a neat, orderly and sightly condition.

G. USE. Units shall be used for purposes consistent with the PUD Zoning Ordinance.

H. ADDITIONAL RULES AND REGULATIONS. All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same, shall observe and be governed by such additional rules and regulations as may from time to time be promulgated and issued by the Board

I. LEASING. No Owner may rent or lease its Unit for transient or hotel purposes. Any Owner who leases a Unit shall lease the entire Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration shall be a default under the lease

8. MISCELLANEOUS PROVISIONS AND PROHIBITIONS.

A. Nuisances. No noxious or offensive activities shall be carried on in the Subdivision, nor shall anything be done in the Subdivision that shall become or be an unreasonable annoyance or nuisance to any Owner. Neither Declarant, any officer, director, agent, employee or contractor thereof, the Association, nor any Owner shall be liable for any damage which may result from enforcement or nonenforcement of the provisions of this paragraph.

B. Animals. No animals shall be kept or maintained in the Subdivision except usual household pets in types and numbers which may be established by the Board from time to time, and, in such case, such household pets shall be kept reasonably quiet, controlled and on a leash whenever outside, so as not to become a nuisance, and subject to the provisions of the By-laws.

C. Vehicle Parking. Except for the Commercial Buildings, all campers, trailers, recreational vehicles, boats, commercial vehicles or similar vehicles and all other vehicles shall be parked in the garage and not on Lawton Loop or on the street behind the Buildings, except for temporary parking of delivery vehicles on the street behind the Buildings. There shall be no parking for the Commercial Buildings on Lawton Loop Drive, Kent Avenue or on the street behind the Buildings. All parking for the Commercial Buildings shall be in the parking lots servicing the respective Commercial Buildings.

D. Garbage, Trash and Other Refuse. No Owner shall burn or permit the burying out-of-doors of garbage or other refuse, nor shall any Owner accumulate or permit the accumulation out-of-doors of refuse except as permitted in subparagraph E below.

E. Trash Receptacles. 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 or abutting the Subdivision at any time, except at the times when refuse collections are being made.

F. Satellite Dishes, Antennas. Satellite dishes no more than 2 5 feet in diameter shall be the only antennae permitted in the Subdivision. The dish must be located in the rear of each unit.

G. Other Restrictions. The By-laws may contain additional restrictions on the use and enjoyment of the Units.

9. ARCHITECTURAL REVIEW COMMITTEE.

A. Powers of Committee.

(i) In General. No dwelling, building, structure or improvement of any type or kind (including, but not limited to, landscaping and exterior painting) shall be constructed, placed, altered or made on any Lot in the Subdivision, without the Committee's prior written approval. Such approval shall be obtained only after written application has been made to the

Committee by the Owner of the Lot requesting authorization from the Committee. An application for approval by the Committee shall not be submitted until the Owner receives all other necessary approvals for such matter (including, but not limited to, approval of the SHIPO and ARC, if required for such matter). Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to such scale as the Committee may require. Plans submitted for a building or improvement location permit shall bear the Committee's stamp or signature acknowledging approval thereof.

(ii) **Power of Disapproval.** The Committee may refuse permission to construct, place, alter or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the Declaration, the Architectural Covenants, the Historic Covenants or any other applicable covenants or restrictions;

(b) the design, color scheme or use of materials is not in harmony with the Subdivision;

(c) the proposed improvements or any part thereof would, in the Committee's opinion, be contrary to the interests, welfare or rights of all or any part of the other Owners; or

(d) any other person whose approval is required disapproves thereof.

**B. Additional Approvals.**

(a) In addition to approval by the Committee, any proposed improvements must be approved by the ARC as provided in the PUD Zoning Ordinance.

(b) No construction, alteration, remodeling or any other actions shall be taken which would affect the integrity or appearance of any Building or Lot, except in accordance with the Historic Covenants.

C. Duties of Committee. The Committee may establish written architectural control guidelines, in addition to the Architectural Covenants, and shall, if such guidelines have been established, make a copy available to any Owner upon request. Such guidelines may be amended from time to time as the Committee may determine, subject to review and approval by the Board. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted to it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing and, if such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

D. Liability of Committee. Neither the Committee nor any member or agent thereof, nor Declarant, the ARC or the SHIPO shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto, or liable to anyone for approval or disapproval except in the event of willful misconduct or fraud.

E. Inspection. The Committee, the ARC and the SHIPO may inspect work being performed with its permission to assure compliance with the Declaration and applicable covenants, restrictions, agreements and regulations.

F. Remedies for Failure to Obtain Approval. If any improvements are made in the Subdivision without first obtaining the Committee's approval as required herein, or any other required approvals, the Association and the Committee shall have the enforcement rights set forth in paragraph 10.D., and may require improvements made without such approval to be removed or renovated by whatever means the Association and/or the Committee deems appropriate, with the costs thereof, including attorneys' fees, to become a lien against the defaulting Owner's Unit or Lot, subject to collection (with interest) in the manner described in paragraph 6.H.

## 10. REMEDIES

A. In General. Any party to whose benefit the Declaration inures, including Declarant, the Association or any Owner, may proceed at law or in equity to prevent occurrence or continuation of any violation of the Declaration, but neither Declarant nor the Association shall be liable for damages of any kind to any person for failing to abide by, enforce or carry out any of the terms and provisions hereof.

B. Government Enforcement. The Metropolitan Development Commission of Marion County (the "Commission"), its successors and assigns, shall have no right, power or authority to enforce any covenants or restrictions contained herein, other than those covenants and restrictions, if any, that expressly run in favor of the Commission; provided however, that nothing herein shall be construed to prevent the Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-A0-3, as amended, or any conditions to approval of the Plat by the Commission's Plat Committee.

C Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any provision of the Declaration shall be held to be a waiver by such party of (or an estoppel of such party to assert) any right available to it upon occurrence, recurrence or continuation of such violation.

D. Remedies for Failure to Comply. If any Owner fails fully to observe and perform the obligations set forth herein, and if such failure is not cured within thirty (30) days after written notice of the same is given by the Association, the Association shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. If such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Unit or to any person, the Association shall have the right to enter upon such Unit or immediately to seek injunctive relief for the purpose of correcting such failure, and any harm or damage caused thereby, without any liability whatsoever on the Association's part. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin or correct such failure, including attorneys' fees and court costs, shall be payable by the defaulting Owner upon demand by the Association, and shall immediately become a lien against its Unit, subject to payment and collection in the manner provided for collection of Assessments by the Association. The Association's rights under this paragraph shall be in addition to all other enforcement rights hereunder, at law or in equity.

#### 11. EFFECT OF BECOMING AN OWNER.

The Owners of any Unit or Lot, by acceptance of a deed conveying title thereto, whether from Declarant or a subsequent Owner of such Unit or Lot, shall accept such deed subject to each and every covenant and restriction contained herein. By acceptance of such a deed, an Owner acknowledges Declarant's rights and powers with respect to the Declaration, and also, for itself, its legal representatives, successors and assigns, covenants and agrees with Declarant and with the Owners and subsequent Owners of each of the other Lots to keep, observe, comply with and perform such covenants and restrictions.

#### 12. TITLES

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

#### 13. DURATION AND AMENDMENT

A. Duration. The Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of

the end of any term both the Owners constituting ninety percent (90%) of the total Percentage Vote of all the Units and the Mortgagees of Units constituting at least ninety percent (90%) of the total Percentage Vote of all the Units vote to terminate the Declaration, in which case the Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by the Declaration shall be perpetual unless otherwise expressly indicated

B. Amendments Generally. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered. A resolution to adopt a proposed amendment may be proposed by a majority of the Board of Directors or Owners constituting in the aggregate at least a majority of the total Percentage Vote of all the Units. The resolution concerning a proposed amendment must be adopted by vote at a meeting duly called and held in accordance with the provisions of the By-laws. Mortgagees shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Association in accordance with the provisions hereof. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

C. Amendments. Any proposed amendment to this Declaration must be approved by the Owners constituting at least two-thirds (2/3) of the total Percentage Vote of all the Units; provided, however, that any such amendment of the Declaration shall require Declarant's prior written approval prior to the Control Transfer Date. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the Association's duly authorized officers, and by Declarant when such approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Marion County, Indiana.

D. Amendments by Declarant. Declarant hereby reserves the right at any time, and from time to time, to make such amendments to the Declaration as may be deemed necessary or appropriate thereby, without any other person's approval, in order to bring the Declaration into compliance with the requirements of any public agency having jurisdiction thereof, any agency guaranteeing, insuring or approving mortgages, or any entity that regularly purchases mortgages for resale in the secondary mortgage market, to enable reasonable development of, construction on and sale of the Units; provided, however, that Declarant shall not be entitled to make any amendment which has a material adverse effect on any Mortgagee's rights, or which substantially impairs the benefits of the Declaration to any Owner or substantially increases the obligations imposed by the Declaration on any Owner. Declarant further reserves the right to make such amendments to the Declaration as may be deemed necessary or appropriate by Declarant, without any other person's approval, which amendments shall be fully effective in accordance with their terms.

E. Special Amendments. Subject to the other requirements of this paragraph 13, unless Mortgagees of Units constituting at least three-fourths (3/4) of the total Percentage Vote and Owners



of Units constituting three-fourths (3/4) of the total Percentage Vote have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any material part of the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) reduce the amount or type of insurance coverages or bonds required to be maintained by the Association;

(iii) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, the method of voting, or the responsibility for Exterior Maintenance of Residential Buildings or Commercial Buildings;

(iv) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Buildings, Exterior Maintenance of Buildings, maintenance of the Common Area, or upkeep of lawns and plantings in the Subdivision; or

(v) use hazard insurance proceeds for losses to any of the Common Area other than for repair, replacement or reconstruction of the Common Area

provided, however, no amendment to this Declaration shall be adopted which changes the Percentage Vote for a Unit or the corresponding Pro-Rata Share, Limited Pro-Rata Share or Residential Pro-Rata Share for such Unit without the approval of 100% of the Percentage Vote of all of the Units and 100% of the Mortgagees of all of the Units.

#### 14 RIGHTS OF MORTGAGEES

Except to the extent otherwise provided in paragraph 6.K., no breach of the Declaration shall defeat or render invalid the lien of any mortgage now existing or hereafter executed upon any portion of the Subdivision; provided, however, that, if all or any portion of the Subdivision is sold under foreclosure of any mortgage, any purchaser at such sale, and its successors and assigns, shall hold any and all land so purchased subject to the Declaration

#### 15 NOTICES

All notices shall be in writing and shall be deemed given on the date deposited in the U S Mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

If to Declarant:                    VLB Associates, Inc.  
   One Indiana Square, Suite 2530  
   Indianapolis, IN 46204

If to Association  
or the Committee:

Lawton Loop West Association, Inc ,  
or Lawton Loop West Architectural Committee  
5745 Lawton Loop East Drive  
Indianapolis, IN 46216

Notices to an Owner shall be sent to the address provided by such Owner to the Association or to such Owner's Unit Declarant, the Association and the Committee may change addresses for notice purposes by notice to the Owners. An Owner may change addresses for notice purposes by notice to the Association.

16 CONDEMNATION.

If any part of the Common Area is taken by eminent domain or transferred in lieu thereof, the proceeds shall be used by the Association to restore or replace that which was taken or transferred, and if the same is not reasonably practicable, shall be retained by the Association as reserves

17 SEVERABILITY

Every provision of the Declaration is hereby declared to be independent of and severable from the other provisions thereof and of and from every combination of the provisions thereof. Therefore, if any of the provisions of the Declaration shall be held to be invalid or unenforceable, or to lack the quality of running with the Real Estate, such holding shall be without effect upon the validity, enforceability or "running" quality of any other provision thereof

18 FORT HARRISON UMBRELLA ASSOCIATION.

The Association shall be a member of the Fort Harrison Umbrella Association as contemplated in the PUD Zoning Ordinance. The Board shall appoint a representative of the Association to represent the Association and vote the Association's interest in the Fort Harrison Umbrella Association

IN WITNESS WHEREOF, witness the signature of Declarant this 10<sup>th</sup> day of  
March, 1998

VLB ASSOCIATES, INC

By: Virginia L. Basham, Pres.  
Virginia L. Basham, President

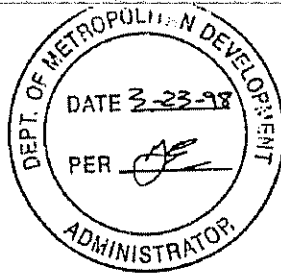
STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Virginia L. Basham, the President of VLB Associates, Inc, an Indiana corporation, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of Lawton Loop West as such officer acting for and on behalf of such corporation.

WITNESS my hand and Notarial Seal this 10<sup>th</sup> day of March, 1998.

Michele M. Holanda  
Michele M. Holanda Notary Public and  
Resident of Hamilton, Indiana  
My Commission Expires 11-5-01

This instrument was prepared by, and after recording returned to, Heather K. Olinger, Attorney, Ice Miller Donadio & Ryan, One American Square, Box 82001, Indianapolis, Indiana 46282-0002, (317) 236-5833



**Schedule 1**

**Percentage Vote Per Unit**

<b>Unit</b>	<b>Gross Square Footage</b>	<b>Percentage Vote (based on Pro-Rata Share)</b>	<b>Pro-Rata Share (Square Footage)</b>	<b>Limited Area Pro-Rata Share (Square Footage)</b>	<b>Residential Pro-Rata Share (Square Footage)</b>
623	(vacant)	N/A	N/A		N/A
624	2,243	91%	.0091		N/A
643A	4,979	2.03%	.0203		.0231
643B	4,979	2.03%	.0203		.0231
644A	4,979	2.03%	.0203		.0231
644B	4,979	2.03%	.0203		.0231
645A	4,979	2.03%	.0203		.0231
645B	4,979	2.03%	.0203		.0231
646 (single family)	6,698	2.73%	.0273		.0311
647A	6,026	2.46%	.0246		.0279
647B	6,025	2.46%	.0246		.0279
648A	4,979	2.03%	.0203		.0231
648B	4,979	2.03%	.0203		.0231
649A	6,026	2.46%	.0246		.0279
649B	6,025	2.46%	.0246		.0279
650A	4,979	2.03%	.0203		.0231
650B	4,979	2.03%	.0203		.0231
651A	6,026	2.46%	.0246		.0279
651B	6,025	2.46%	.0246		.0279
652 (single family)	6,698	2.73%	.0273		.0311
653A	6,026	2.46%	.0246		.0279
653B	6,025	2.46%	.0246		.0279
654A	6,026	2.46%	.0246		.0279
654B	6,025	2.46%	.0246		.0279
655 (single family)	8,090	3.30%	.0330		.0376
656A	6,026	2.46%	.0246		.0279
656B	6,025	2.46%	.0246		.0279
657 (single family)	6,698	2.73%	.0273		.0311
658A	6,026	2.46%	.0246		.0279
658B	6,025	2.46%	.0246		.0279
659A	6,030	2.46%	.0246		.0280
659B	6,029	2.46%	.0246		.0280
660A	4,979	2.03%	.0203		.0231
660B	4,979	2.03%	.0203		.0231
661 (single family)	6,698	2.73%	.0273		.0311
662A	3,300	1.35%	.0135		.0154
662B	6,500	2.65%	.0265		.0302
662C	3,300	1.35%	.0135		.0154
663	13,495	5.50%	.0550		N/A
664	8,213	3.35%	.0335		N/A
665	5,557	2.27%	.0227		N/A
669	N/A	N/A	N/A		N/A
900					
900A	2,872	1.17%	.0117	25	.0133
900B	2,872	1.17%	.0117	25	.0133
900C	2,872	1.17%	.0117	25	.0133
900D	2,872	1.17%	.0117	25	.0133
Totals	245,142	100%	1.0000	1.00	1.0000

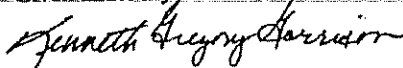
TRACT I - LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 4 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 79.01 feet; thence South 77 degrees 33 minutes 19 seconds West 25.00 feet to the POINT OF BEGINNING, which point is at the intersection of the northeastern boundary of Otis Avenue with the southwestern boundary of Lawton Loop East Drive:

Thence North 81 degrees 50 minutes 32 seconds West 7.91 feet along said boundary of Otis Avenue; thence North 75 degrees 12 minutes 32 seconds West 642.38 feet along said boundary to the southeastern boundary of Lawton Loop West; thence along the right-of-way of said Lawton Loop West the following eight (8) calls: (1) thence North 31 degrees 53 minutes 56 seconds East 164.81 feet; (2) thence North 11 degrees 56 minutes 04 seconds East 215.50 feet; (3) thence North 08 degrees 08 minutes 54 seconds West 168.88 feet; (4) thence North 10 degrees 10 minutes 11 seconds West 157.30 feet; (5) thence North 01 degree 12 minutes 34 seconds West 157.96 feet; (6) thence North 10 degrees 34 minutes 29 seconds East 155.17 feet; (7) thence North 20 degrees 44 minutes 24 seconds East 163.75 feet; (8) thence North 30 degrees 30 minutes 07 seconds East 12.25 feet to the southwesterly boundary of Funston Drive; thence South 65 degrees 58 minutes 21 seconds East 450.54 feet along the boundary of said Funston Drive to the westerly boundary of Lawton Loop East Drive; thence along the boundary of said Lawton Loop East Drive the following eight (8) calls: (1) thence South 04 degrees 01 minute 39 seconds West 133.10 feet; (2) thence South 07 degrees 05 minutes 39 seconds East 146.87 feet; (3) thence South 21 degrees 00 minutes 15 seconds East 148.56 feet; (4) thence South 27 degrees 29 minutes 04 seconds East 202.37 feet; (5) thence South 06 degrees 45 minutes 17 seconds East 154.75 feet; (6) thence South 11 degrees 17 minutes 32 seconds West 138.14 feet; (7) thence South 25 degrees 15 minutes 33 seconds West 237.48 feet; (8) thence South 12 degrees 26 minutes 41 seconds East 28.93 feet to the POINT OF BEGINNING and containing 14.986 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.



Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-15-5 KGG 11/07/97.

Exhibit A1

TRACT 2 - LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 11 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 183.87 feet; thence North 85 degrees 58 minutes 21 seconds West 25.00 feet to the POINT OF BEGINNING of this description, said POINT OF BEGINNING being the intersection of the northeastern boundary of Funston Drive with the westerly boundary of Lawton Loop East Drive:

Thence North 65 degrees 58 minutes 21 seconds West 293.97 feet along the boundary of said Funston Drive to the southeastern boundary of Kent Avenue; the following eight (8) courses being along the boundary of said Kent Avenue; (1) thence South 89 degrees 45 minutes 09 seconds East 50.17 feet; (2) thence North 59 degrees 21 minutes 55 seconds East 98.29 feet; (3) thence North 37 degrees 46 minutes 45 seconds East 118.51 feet; (4) thence North 27 degrees 25 minutes 01 second East 278.29 feet; (5) thence North 41 degrees 42 minutes 45 seconds East 98.82 feet; (6) thence North 68 degrees 44 minutes 07 seconds East 88.92 feet; (7) thence North 85 degrees 06 minutes 43 seconds East 69.13 feet; (8) thence South 79 degrees 58 minutes 13 seconds East 158 feet to the northwesterly boundary of Lawton Loop East Drive; the following five (5) courses being along the boundary of said Lawton Loop East Drive; (1) thence South 36 degrees 48 minutes 47 seconds West 8.99 feet; (2) thence South 35 degrees 28 minutes 50 seconds West 179.13 feet; (3) thence South 27 degrees 04 minutes 01 second West 274.64 feet; (4) thence South 13 degrees 15 minutes 45 seconds West 223.30 feet; (5) thence South 04 degrees 01 minute 39 seconds West 6.96 feet to the POINT OF BEGINNING and containing 2.017 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-15-5 KGG 11/07/97

Exhibit A2

TRACT 3 - LAWTON ESTATES

A part of the Southeast Quarter, and a part of the Northeast Quarter, of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 11 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 148.17 feet to the centerline of Funston Road; thence North 65 degrees 58 minutes 21 seconds West 462.37 feet along the centerline of said Funston Road; thence North 24 degrees 01 minute 39 seconds East 25.00 feet to the POINT OF BEGINNING of this description, which point is the intersection of the southeastern boundary of Lawton Loop West Drive with the northwestern boundary of Kent Avenue:

The following eleven (11) courses being along the boundary of said Lawton Loop West Drive; (1) thence North 30 degrees 30 minutes 07 seconds East 138.78 feet; (2) thence North 13 degrees 41 minutes 05 seconds East 320.78 feet; (3) thence North 18 degrees 43 minutes 46 seconds East 374.80 feet; (4) thence North 54 degrees 25 minutes 34 seconds East 56.74 feet; (5) thence North 85 degrees 13 minutes 53 seconds East 33.18 feet; (6) thence South 65 degrees 11 minutes 14 seconds East 212.43 feet; (7) thence South 74 degrees 32 minutes 25 seconds East 141.68 feet; (8) thence South 50 degrees 32 minutes 25 seconds East 45.53 feet; (9) thence South 28 degrees 33 minutes 17 seconds East 61.66 feet; (10) thence South 08 degrees 16 minutes 10 seconds West 97.89 feet; (11) thence South 36 degrees 48 minutes 47 seconds West 27.58 feet to the northwestern boundary of said Kent Avenue; the following eight (8) courses being along the boundary of said Kent Avenue: (1) thence North 79 degrees 58 minutes 13 seconds West 33.37 feet; (2) thence South 85 degrees 06 minutes 43 seconds West 82.87 feet; (3) thence South 68 degrees 44 minutes 07 seconds West 108.12 feet; (4) thence South 41 degrees 42 minutes 45 seconds West 117.10 feet; (5) thence South 27 degrees 25 minutes 01 second West 280.14 feet; (6) thence South 37 degrees 46 minutes 45 seconds West 104.45 feet; (7) thence South 59 degrees 21 minutes 55 seconds West 74.95 feet; (8) thence North 88 degrees 26 minutes 02 seconds West 157.83 feet to the Point of Beginning and containing 6.045 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*  
Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-1-1997

Exhibit A3

TRACT 4 - LAWTON ESTATES

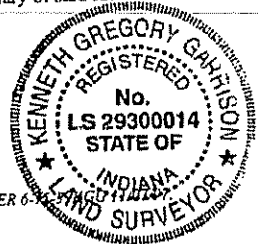
A part of the Southeast Quarter, and a part of the Northeast Quarter, of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 15 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minutes 39 seconds East 188.81 feet; (12) thence North 13 degrees 15 minutes 45 seconds East 218.25 feet; (13) thence North 27 degrees 04 minutes 01 second East 269.77 feet; (14) thence North 35 degrees 28 minutes 50 seconds East 177.00 feet; (15) thence North 36 degrees 48 minutes 47 seconds East 91.56 feet; thence South 53 degrees 11 minutes 13 seconds East 28.21 feet to the POINT OF BEGINNING of this description, which point is the intersection of the easterly boundary of Lawton Loop East Drive with the northerly boundary of Kent Avenue:

The following nineteen (19) courses being along the boundary of said Lawton Loop East Drive and the boundary of Lawton Loop West; (1) thence North 23 degrees 23 minutes 36 seconds East 13.82 feet; (2) thence North 08 degrees 16 minutes 10 seconds East 127.25 feet; (3) thence North 28 degrees 33 minutes 17 seconds West 88.02 feet; (4) thence North 50 degrees 32 minutes 25 seconds West 65.87 feet; (5) thence North 74 degrees 32 minutes 25 seconds West 148.22 feet; (6) thence North 65 degrees 11 minutes 14 seconds West 221.55 feet; (7) thence South 85 degrees 13 minutes 53 seconds West 60.16 feet; (8) thence South 54 degrees 25 minutes 34 seconds West 86.62 feet; (9) thence South 18 degrees 43 minutes 46 seconds West 393.10 feet; (10) thence South 13 degrees 41 minutes 05 seconds West 315.60 feet; (11) thence South 30 degrees 30 minutes 07 seconds West 198.23 feet; (12) thence South 20 degrees 44 minutes 24 seconds West 172.47 feet; (13) thence South 10 degrees 34 minutes 29 seconds West 164.77 feet; (14) thence South 01 degree 12 minutes 34 seconds East 167.04 feet; (15) thence South 10 degrees 10 minutes 11 seconds East 160.34 feet; (16) thence South 08 degrees 08 minutes 54 seconds East 159.14 feet; (17) thence South 11 degrees 56 minutes 04 seconds West 197.74 feet; (18) thence South 32 degrees 06 minutes 46 seconds West 154.48 feet; (19) thence South 42 degrees 49 minutes 53 seconds West 32.65 feet along the boundary of said Otis Avenue; thence North 84 degrees 42 minutes 53 seconds West 256.01 feet along the boundary of said Otis Avenue; thence North 73 degrees 14 minutes 40 seconds West 256.01 feet along the boundary of said Otis Avenue; thence North 17 degrees 45 minutes 27 seconds East 15.12 feet to the westerly boundary of Fort Benjamin Harrison State Park as monumented and described by Beam, Longest and Neff, Inc.; the following twelve (12) courses being along said park boundary: (1) North 20 degrees 30 minutes 02 seconds East 411.78 feet; (2) thence North 07 degrees 28 minutes 44 seconds West 594.67 feet; (3) thence North 16 degrees 18 minutes 16 seconds East 454.69 feet; (4) thence North 52 degrees 46 minutes 06 seconds East 386.18 feet; (5) thence North 03 degrees 02 minutes 48 seconds West 182.60 feet; (6) thence North 06 degrees 12 minutes 38 seconds East 245.16 feet; (7) thence North 67 degrees 05 minutes 20 seconds East 282.60 feet; (8) thence South 88 degrees 31 minutes 23 seconds East 189.95 feet; (9) thence South 57 degrees 17 minutes 37 seconds East 87.81 feet; (10) thence South 67 degrees 03 minutes 13 seconds East 457.52 feet; (11) thence South 19 degrees 07 minutes 18 seconds East 155.17 feet; (12) thence South 09 degrees 07 minutes 40 seconds West 255.35 feet to the northerly boundary of Kent Avenue; thence South 12 degrees 25 minutes 33 seconds West 14.53 feet along the boundary of said Kent Avenue to the Point of Beginning and containing 19.595 acres, more or less

Given under my hand and seal this 7th day of November, 1997

*Kenneth Gregory Garrison*  
Kenneth Gregory Garrison, L. S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO THE SOUTHEAST CORNER OF SOUTHEAST QUARTER 6-

Exhibit A4



TRACT 5 (REV.)- LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

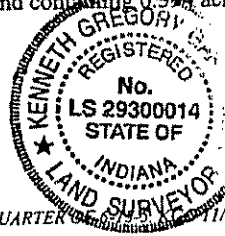
COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 4 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 42.90 feet to the centerline of Otis Avenue; (the next 3 calls being along the centerline of said Otis Avenue); (1) thence North 81 degrees 50 minutes 31 seconds West 45.47 feet; (2) thence North 75 degrees 12 minutes 32 seconds West 641.75 feet; (3) thence North 84 degrees 42 minutes 46 seconds West 102.02 feet; thence South 05 degrees 17 minutes 14 seconds West 25.00 feet to the POINT OF BEGINNING of this description, which point is the intersection of the southwesterly boundary of Otis Avenue with the northwesterly boundary of Lawton Road;

Thence South 44 degrees 30 minutes 42 seconds West 20.43 feet along the boundary of said Lawton Road; thence South 10 degrees 34 minutes 36 seconds West 155.98 feet along the boundary of said Lawton Road; thence North 63 degrees 05 minutes 15 seconds West 178.94 feet; thence North 18 degrees 43 minutes 41 seconds East 141.68 feet to the southwesterly boundary of said Otis Avenue; thence South 73 degrees 14 minutes 40 seconds East 163.99 feet along the boundary of said Otis Avenue to the Point of Beginning and containing 0.994 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L. S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 5 EAST, MARION COUNTY, INDIANA, 11/07/97

Exhibit A5

TRACT 6 - LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the Southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; thence along the centerline of said Lawton Loop East Drive North 01 degree 04 minutes 58 seconds East 232.87 feet; thence North 13 degrees 49 minutes 13 seconds West 110.04 feet along said centerline; thence North 00 degrees 53 minutes 48 seconds East 166.49 feet along said centerline; thence North 12 degrees 26 minutes 41 seconds West 99.40 feet along said centerline; thence North 25 degrees 15 minutes 33 seconds East 232.01 feet along the centerline of said Hess Avenue; thence North 11 degrees 17 minutes 32 seconds East 145.17 feet along said centerline; thence North 06 degrees 45 minutes 17 seconds West 163.29 feet along said centerline; thence North 27 degrees 29 minutes 04 seconds West 147.69 feet along said centerline; thence North 64 degrees 06 minutes 41 seconds East 25.01 feet to the northeastern boundary of Lawton Loop East Drive and the POINT OF BEGINNING of this description:

Thence North 27 degrees 29 minutes 04 seconds West 57.12 feet along said northeastern boundary; thence North 21 degrees 00 minutes 15 seconds West 139.63 feet along said northeastern boundary; thence North 77 degrees 35 minutes 07 seconds East 201.99 feet; thence South 20 degrees 26 minutes 11 seconds East 149.83 feet; thence South 64 degrees 06 minutes 41 seconds East 192.49 feet to the point of beginning and containing 0.788 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*  
Kenneth Gregory Garrison, L. S.  
No, 29300014, State of Indiana



TRACT 7 LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

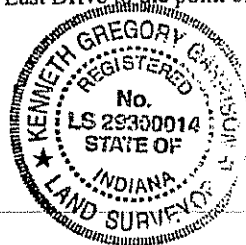
COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 15 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 14 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 188.81 feet; (12) thence North 13 degrees 15 minutes 45 seconds East 218.25 feet; (13) thence North 27 degrees 04 minutes 01 second East 269.77 feet; (14) thence North 35 degrees 28 minutes 50 seconds East 177.00 feet; (15) thence North 36 degrees 48 minutes 47 seconds East 33.93 feet; thence South 53 degrees 11 minutes 13 seconds East 25.00 feet to the POINT OF BEGINNING of this description, which point is the intersection of the southeastern boundary of Kent Avenue with the southeastern boundary of Lawton Loop East Drive:

Thence South 79 degrees 57 minutes 52 seconds East 29.57 feet along the boundary of said Kent Avenue; thence South 77 degrees 34 minutes 27 seconds East 172.84 feet along the boundary of Kent Avenue; thence South 17 degrees 46 minutes 57 seconds West 342.17 feet; thence North 55 degrees 01 minute 12 seconds West 284.70 feet to the southeastern boundary of Lawton Loop East Drive; thence North 27 degrees 04 minutes 01 second East 40.00 feet along the boundary of said Lawton Loop East Drive; thence North 35 degrees 28 minutes 50 seconds East 174.87 feet along the boundary of said Lawton Loop East Drive; thence North 36 degrees 48 minutes 47 seconds East 33.64 feet along the boundary of said Lawton Loop East Drive to the point of beginning and containing 1.620 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L. S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-13-5 KGG 11/07/97

Exhibit A7

**Exhibit B**

**Lawton Loop West  
Initial Baseline Standards**

1. **Exterior Paint:** Exterior trim shall be scraped, caulked and painted with paint approved by Committee and SHIPO (or his appointed representative). It must be a semi gloss, all weather paint. The Committee and SHIPO (or his appointed representative) shall provide the paint manufacturer and specific paint reference number. Any rotten wood found shall be replaced with like wood, primed and two coats of paint. Exterior trim includes building trim, screened porches, columns, exterior doors, etc. Windows shall be caulked. Brick is not to be high pressure washed.
2. **Roof:** Roof shall be checked for damage and repaired if necessary. Any missing shingles shall be replaced.
3. **Flashing:** All flashing shall be checked for damage and repaired if necessary. Any loose or missing nails shall be replaced. All flashing shall be caulked.
4. **Gutters:** All gutters and downspouts shall be cleaned. Any repairs necessary shall be made. Gutters shall be disconnected from sewers and drainpipes if connected to the sanitary sewer system. Splash blocks shall be installed.
5. **Screened Porch:** New porch doors shall be installed.
6. **Exterior Doors:** Wooden doors (front and back) shall remain; old glass panes shall remain and/or be replaced with similar panes. Doors shall be sanded and painted with the same white paint as used for the house trim. Porch doors, storm doors and basement doors shall be replaced with white aluminum door as approved by the Committee and SHIPO (or his appointed representative). All doors shall match.
7. **House Numbers:** All house numbers shall match in style and be approved by the Committee and SHIPO (or his appointed representative). House number shall be located in the same area on the same column as directed by the Committee and SHIPO (or his appointed representative). Each unit shall be numbered and standardized in accordance with the current street address.
8. **Mail Boxes:** New mailboxes shall be mounted on the rear of the house and in the same location. The Committee and SHIPO (or his appointed representative) shall approve mailboxes.
9. **Garage Doors:** All garage doors are to be white paneled doors as approved by the Committee and SHIPO (or his appointed representative). All doors shall match in appearance and material.

10. **Gas Lines to Fireplaces:** The installing contractor shall require the approval of the Committee when gas lines are installed. Wood burning fireplaces must be inspected and approved by the Committee before use.
11. **Concrete:** Concrete associated with the private sidewalks, steps, porches and garages shall be the responsibility of the home owner to repair before acceptance into the Home Owners Association. If all concrete is in good condition the house shall be accepted. When concrete is in need of repair after acceptance, it shall be the responsibility of the Home Owners Association.
12. **Windows:** In the event the homeowner wishes to replace the windows, the windows shall be replaced with a wood window that matches the original window. Replacement windows shall obtain the approval of the Committee and the SHIPO (or his appointed representative).
13. **Exterior Lighting:** Front porch lights shall all be the same and shall be approved by the Committee and SHIPO (or his appointed representative). Rear porch light fixtures shall all be the same and shall be approved by the Committee and SHIPO (or his appointed representative). The homeowner shall pay for rear porch light fixtures.
14. **Porch Skirting:** Skirting shall not be removed from around the porch. It shall be painted with the same white paint as used for the house trim. Original skirting was a duplication of the spindles on the porch rail. Returning it to the original design may be approved but shall be under SHIPO guidelines.
15. **Out Building:** The size, shape, material, color and roof for the out building attached to the garage shall require the approval of the Committee and SHIPO (or his appointed representative).
16. **Recorded Deeds:** All rehabilitation shall comply with restrictions as outlined on the recorded deeds.

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17. **Exterior Masonry and Brickwork:** All exterior masonry and brickwork shall be repaired if necessary.
18. **Screens:** All exterior screens shall be replaced or repaired as necessary.
19. **New Garages:** Construction of new garages by Declarant shall provide a minimum of two parking spaces per unit. The garages shall be similar in construction to those that are currently behind each unit. All new and existing garages shall be equipped with an overhead door at owner's expense.
20. **Commercial Offices:** Buildings 624, 663, 664 and 665 shall be renovated for use as commercial offices.

- 11 ■ 1
21. Dust to Dawn (security) lights of the same brand, model and color must be installed at the same location on the back porch of each unit
  22. Secretary of the Interior's Standards for Rehabilitation: All work shall comply with the attached "Secretary of the Interior's Standards for Rehabilitation".

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## THE SECRETARY OF THE INTERIOR'S STANDARDS FOR REHABILITATION

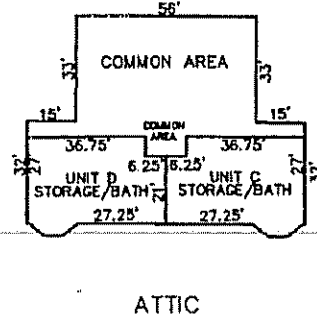
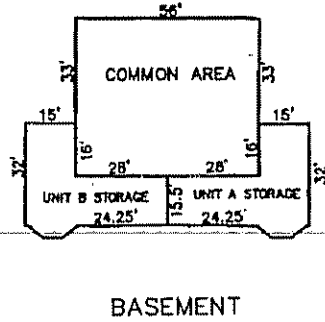
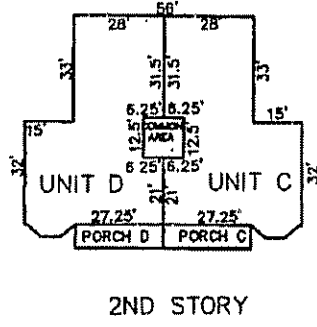
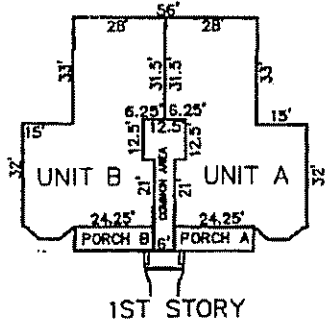
The following standards are to be applied to specific rehabilitation projects in a reasonable manner, taking into consideration economic and technical feasibility.

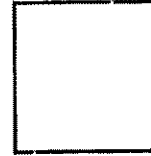
- 1 A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment
2. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features or spaces that characterize a property shall be avoided
3. Each property shall be recognized as a physical record of its time, place and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.
- 4 Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.
5. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a historic property shall be preserved.
- 6 Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing feature shall be substantiated by documentary, physical, or pictorial evidence
7. Chemical or physical treatments, such as sandblasting, that cause damage to historic material shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible
- 8 Significant archaeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.
- 9 New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.
10. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Note: Rehabilitation shall comply with the most current version of the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings

EXHIBIT C  
 FLOOR PLAN OF BUILDING 900

BUILDING  
 900 (QUAD)  
 3-STORY  
 BRICK  
 1" = 20'




FLOOR PLAN  
 BUILDING 900  
 LAWTON LOOP ESTATES  
 LICENSED: 302044  
 Consulting Engineer - Arch/Struct  
 RQAW Corporation


Reduced 50% 1" = 40'  
 EXHIBIT C



37

JOHN P. YOUNG ARX  
12:10:05 APR-88  
SUBJECT: REAL ESTATE TRANSFER

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF LAWTON LOOP WEST**

THIS DECLARATION (the "Declaration") is made this 8<sup>th</sup> day of April, 1998, by VLB ASSOCIATES, INC. ("Declarant").

**RECITALS:**

A. Declarant is the owner in fee simple of that certain parcel of land located at the former Fort Benjamin Harrison in Marion County, Indiana, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Real Estate").

B. The Declarant has laid off, platted and subdivided the Real Estate into lots numbered as set forth in Schedule 1 attached hereto and incorporated herein by reference, each Lot being a single-family portion of a Building, except for (a) Lot 623, on which the existing building will be demolished in order to create a parking lot and (b) Building Nos 624, 646, 652, 655, 657, 661, 663, 664, 665, 669, and 900 which are each one Lot (e.g., a duplex contains 2 Lots and a triplex contains 3 Lots) (individually, a "Lot"; collectively, the "Lots"), in accordance with the Final Plat (the "Plat") of Lawton Loop West (the "Subdivision"), which was recorded on April 2, 1998 as Instrument No 98-54064 in the Office of the Recorder of Marion County, Indiana.

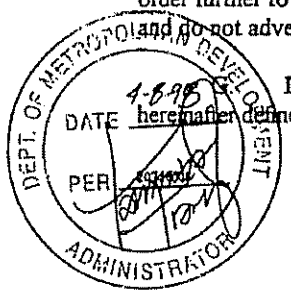
C. The Subdivision will consist of 26 buildings, numbered 624 and 643 through 665 and numbers 669 and 900, as numbered by the Army (individually, a "Building" and collectively, the "Buildings"), which have been divided into forty-three (43) lots as described in Recital B above.

D. The Subdivision will share certain amenities (the "Shared Amenities") with another subdivision, which may be known as "Lawton Loop East", which will be comprised of Buildings numbered 666, 667, 668, 670, 671 and 672, which Shared Amenities shall include the Parade Grounds and may include the street lights.

E. The Buildings in the Subdivision and the buildings in Lawton Loop East are historic structures and subject to covenants concerning their alteration or improvement as set forth in the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation, and the Historic Preservation Officer Regarding Closure and Base Disposal Actions at Fort Benjamin Harrison, Indiana (the "Historic Covenants").

F. Declarant desires to subject the Real Estate to certain covenants and restrictions in addition to those set forth in the Plat, the Architectural Covenants and the Historic Covenants in order further to insure that development and use of the various Lots and Buildings are harmonious and do not adversely affect the value of the other Lots and Buildings.

Declarant desires to provide for maintenance of the General Common Area (as hereinafter defined) which is of common benefit to owners of the various Lots and Buildings, and to



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Inst # 1998-0057251

that end desires to establish certain obligations of such Owners and a system of assessments and charges upon such Owners for certain maintenance and other costs in connection with operation and maintenance of the Subdivision.

H. Declarant desires to provide for the performance of Exterior Maintenance (as hereinafter defined) which is of common benefit to owners of the Residential Buildings (as hereinafter defined), and to that end desires to establish certain obligations of such Residential Owners and a system of assessments and charges upon such Residential Owners for certain maintenance and other costs in connection with operation and maintenance of the Residential Buildings.

I. Declarant desires to provide for limited maintenance of the Limited Areas (as hereinafter defined), which is of common benefit to owners of units within Building No. 900 ("Building 900 Owners"), and to that end desires to establish certain obligations of the Building 900 Owners and a system of assessments and charges upon the Building 900 Owners for certain maintenance and other costs in connection with operation and maintenance of the Limited Areas. ]

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate is and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the Plat, the Architectural Covenants, the Historic Covenants and the following covenants, restrictions and easements, all of which are declared and agreed to be in furtherance of a plan for improvement and sale of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and each Lot and Building situated therein. All of the following covenants, easements and restrictions shall run with the Real Estate and shall be binding upon Declarant and all parties having or acquiring any right, title or interest, legal or equitable, in and to the Real Estate or any part thereof, and shall inure to the benefit of Declarant's successors in title to the Real Estate or any part thereof.

1. DEFINITIONS.

The following are definitions of terms as they are used herein:

(a) "ARC" shall mean the Architectural Review Committee for the entirety of the former Fort Benjamin Harrison as set forth in the PUD Zoning Ordinance, which initially is the FHRA.

(b) "Architectural Covenants" shall mean the covenants, conditions, and restrictions set forth in the architectural covenants which are part of the PUD Zoning Ordinance.

(c) "Army" shall mean the United States of America, Department of the Army.

(d) "Assessment" shall mean Common Assessment, Limited Area Assessment and Residential Assessment.

(e) "Association" shall mean Lawton Loop West Association, Inc., or an organization of similar name, its successors and assigns, which has been or shall be created as an Indiana nonprofit corporation and whose membership shall consist of all Owners.

(f) "Board" shall mean the Association's board of directors.

(g) "Building" shall have the meaning set forth in the Recitals.

(h) "Building 900 Owners" shall have the meaning set forth in the Recitals.

(i) "By-Laws" shall mean the Association's code of by-laws.

(j) "Clubhouse" shall mean Building 669.

(k) "Commercial Buildings" shall mean Buildings 624, 663, 664 and 665 as numbered by the Army.

(l) "Commercial Lots" shall have the meaning set forth in paragraph 2 D.

(m) "Commercial Owner" shall mean the Owner of a Commercial Building and/or its corresponding lot.

(n) "Commission" is defined in paragraph 10 B.

(o) "Committee" shall mean the Lawton Loop West Architectural Review Committee, composed of three (3) members (who need not be members of the Association) appointed by the Board and subject to removal by the Board at any time with or without cause. Any vacancies existing from time to time on the Committee shall be filled by the Board.

(p) "Common Area" shall mean the General Common Area and Limited Area.

(q) "Common Assessment" shall mean (i) the share of Common Expenses imposed upon each Unit, as determined and levied pursuant to the provisions of paragraph 6, and includes both regular and special assessments, and (ii) any other expenses levied upon an individual Unit as provided in this Declaration, other than a Residential Assessment or a Limited Area Assessment.

(r) "Common Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvements and replacement of General Common Area, snow removal (to the extent, if any, provided by the Association), taxes assessed against any General Common Area, and any other cost or expense incurred by the Association for the benefit of the General Common Area, or the Subdivision generally,

and shall also include the costs of insurance as required herein, other than the costs of insurance as required in paragraph 5.B, and a reasonable allowance for working capital, contingencies and reserves. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system or other improvements constructed by Declarant. Common Expenses shall not include costs for Exterior Maintenance as set forth in paragraph 3. The Common Expenses shall include those assessments imposed by the Fort Harrison Umbrella Association.

- (s) "Control Transfer Date" is defined in paragraph 4 B.
- (t) "Declaration" shall mean the Plat and this Declaration, collectively.
- (u) "Declarant" shall mean VLB Associates, Inc, an Indiana corporation, or any other person, which succeeds to its interest as a matter of law or as evidenced by a written instrument of transfer to such effect recorded in the Office of the Recorder of Marion County, Indiana.
- (v) "Deed Restrictions" shall mean the covenants, conditions, restrictions and agreements contained in any deed in the Owner's chain of title, including but not limited to, the deed from the Army to FHRA, the deed from FHRA to Declarant and the deed from Declarant to Owner, or its predecessor.
- (w) "Expenses" shall mean Common Expenses, Limited Area Expenses and Residential Expenses.
- (x) "Exterior Maintenance" shall have the meaning set forth in Section 3.A.
- (y) "FHRA" shall mean the Fort Harrison Reuse Authority, an entity established pursuant to IC 36-7-30-1 *et. seq.*
- (z) "Fort Harrison Umbrella Association" shall mean the Umbrella Owner's Association as contemplated by the PUD Zoning Ordinance, comprised of all of the Owner's Associations established for the owners of the real estate which comprises the former Fort Benjamin Harrison which has been or will be conveyed by Army to the FHRA.
- (aa) "General Common Area" shall mean the street behind the Buildings, which shall be owned by the Association for the common use and enjoyment of the Owners for ingress and egress to such Owner's Unit, as well as the "Common Area" as identified on the Plat, and including any Shared Amenities which shall be owned by the Association for the common use and enjoyment of the Owners.
- (bb) "Historic Covenants" shall have the meaning set forth in the Recitals.

- (cc) "Initial Baseline Standards" shall have the meaning set forth in Section 3 B.
- (dd) "Lawton Loop East" shall have the meaning set forth in the Recitals
- (ee) "Limited Areas" shall mean those areas within Building No. 900 identified as "common area" on the floor plan attached hereto as Exhibit C, as well as the yards surrounding Building 900.
- (ff) "Limited Area Assessment" shall mean the share of the Limited Area Expenses imposed upon each Unit within Building No. 900, as determined and levied pursuant to paragraph 6, and includes regular and special assessments.
- (gg) "Limited Area Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvements and replacement of Limited Areas, taxes assessed against any Limited Areas, and any other cost or expense incurred by the Association for the benefit of the Limited Areas, and shall also include the costs of insurance as required herein and a reasonable allowance for working capital, contingencies and reserves.
- (hh) "Limited Area Pro-Rata Share" is defined in Section 6 B.
- (ii) "Lot" shall have the meaning set forth in the Recitals.
- (jj) "Mortgagee" shall mean any holder, insurer or guarantor of any first mortgage on any Unit, which has provided notice of its mortgage interest to the Association.
- (kk) "Owner" shall mean a person who owns of record the fee simple interest in and to a Unit or a Lot (in the case of the Clubhouse or Lot 623), including the Declarant, but excluding those persons having such interest merely as security for the performance of an obligation. The term Owner includes a Residential Owner and a Commercial Owner.
- (ll) "Parade Grounds" shall mean the area inside Lawton Loop Drive and surrounded by the Buildings and the buildings of Lawton Loop East, which grounds are to be owned by the Association and maintained by the Association as open space as set forth in the Historic Covenants.
- (mm) "Percentage Vote" shall have the meaning set forth in paragraph 4 B and, as to each Unit shall be set forth in Schedule I.
- (nn) "Plat" shall have the meaning set forth in the Recitals.
- (oo) "Pro-Rata Share" is defined in paragraph 6.B.

(pp) "PUD Zoning Ordinance" shall mean the Planned Unit Development zoning ordinance which was adopted by the City-County Council of Indianapolis and Marion County for D-P classification for the Real Estate and other real estate, Petition No 97-Z-3/97-DP-1 on February 24, 1997.

(qq) "Real Estate" shall have the meaning set forth in the Recitals.

(rr) "Residential Assessment" shall mean the share of Residential Expenses imposed upon each Residential Unit, as determined and levied pursuant to the provisions of paragraph 6, and includes both regular and special assessments.

(ss) "Residential Buildings" shall mean all of the Buildings other than the Commercial Buildings and the Clubhouse.

(tt) "Residential Expenses" shall mean the actual and estimated cost to the Association for Exterior Maintenance (as set forth in paragraph 3) and insurance (as set forth in paragraph 5.B), and shall also include a reasonable allowance for working capital, contingencies and reserves.

(uu) "Residential Lot" shall mean a Lot on which a Residential Building is wholly or partially located.

(vv) "Residential Owner" shall mean an Owner of a Residential Unit.

(ww) "Residential Pro-Rata Share" is defined in Section 6.B.

(xx) "Residential Unit" shall mean a Residential Lot and the improvements thereon, except that in the case of Building No. 900, it shall mean any of the four residences located within Building No. 900.

(yy) "Shared Amenities" shall have the meaning set forth in the Recitals.

(zz) "SHIPO" shall mean the Indiana State Historic Preservation Officer.

(aaa) "Subdivision" shall have the meaning set forth in the Recitals.

(bbb) "Unit" shall mean a Lot and the improvements thereon. The Clubhouse and Lot 623 shall not be considered Units.

## 2. EASEMENTS.

A. Streets The Owners of all Units, the Clubhouse and Lot 623 and their invitees shall have the non-exclusive easement to use the streets within the Real Estate as shown on the Plat for

ingress and egress to the Units, the Clubhouse and Lot 623. The Association may publish reasonable and nondiscriminatory rules and regulations for the use of such streets. The Declarant shall convey all of its rights to, title and interest in and to the streets behind the Buildings to the Association.

B. Party Walls. Each Building which contains one or more Units has a party wall or party walls separating such Unit from the adjoining Unit or Units. To the extent not inconsistent with the provisions of this paragraph 2 B, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared in equal proportions by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning a party wall, or in the provisions of this paragraph, the Board shall appoint an arbitrator and the decision of the arbitrator shall be binding upon the parties and the parties' right to legal action shall be limited to enforcement of the arbitrator's award.

C. Clubhouse. The Owners of all Residential Units and members of their immediate family residing in such Residential Unit shall have the non-exclusive use of the Clubhouse. In addition, the owners of residential property or units in Lawton Loop East shall also have the non-exclusive use of the Clubhouse. The use of the Clubhouse and expenses for the maintenance and future improvement thereof shall be shared between the Owners of Units and the owners of residential property or units in Lawton Loop East. The Association may publish reasonable and nondiscriminatory rules governing the use of the Clubhouse, including establishing charges for the exclusive use of all or part of the Clubhouse for reserved events.

D. Cross-Easements for Access and Parking For Commercial Buildings 664 and 665. Declarant hereby declares and creates the following access and parking easements which shall be perpetual and non-exclusive mutual easements appurtenant to and for the benefit of those Commercial Buildings known as numbers 664 and 665 and their corresponding Lots (the "Commercial Lots"), the Owners thereof, and their tenants, employees, invitees, and licensees, over and across the entirety of the paved portion of "Lot 623". Such access and parking easements shall be for the purposes of providing access, ingress and egress by vehicular and pedestrian traffic to and from the Commercial Lots to Lawton Loop Drive, Kent Avenue and to the alley behind each Commercial Lot and shall be for common parking for each of the Commercial Lots, to the extent that such common parking is allowed by the applicable zoning ordinance. Access to the Commercial Lots shall only be permitted from Lawton Loop Drive or Kent Avenue. The owners of the Commercial Lots, their employees, tenants and invitees shall not be entitled to use the private streets behind the Buildings, except that portion of such private street which connects the Commercial Lots. The cost

of reasonable repair and maintenance of the parking lot on Lot 623 shall be shared by the Owners of the Commercial Lots in proportion to their gross square footage as listed on Schedule 1. If the parking lot is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner of a Commercial Lot may restore the parking lot, and if the other Owners thereafter make use of the parking lot, they shall contribute to the cost of restoration thereof, in proportion to their gross square footage without prejudice, however, to the right of any such Owner to call for a large contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner of a Commercial Lot to contribution from any other Owner of a Commercial Lot under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning the parking lot, or the provisions of this paragraph, the Board shall appoint an arbitrator and the decision of the arbitrator shall be binding upon the parties and the parties' right to legal action shall be limited to enforcement of the arbitrator's award.

E. Drainage. Declarant hereby declares and creates a surface and storm water drainage easement on, under, over, above and across the Commercial Lots and the Lot corresponding to Building No. 663 ("Lot 663") across that portion of each Commercial Lot and Lot 663 that is not improved with a Building at the date of this Declaration, which easement shall be perpetual and non-exclusive, appurtenant to and benefiting each of the Commercial Lots and Lot 663 for the purpose of providing a system of surface and storm water drainage for the Commercial Lots and Lot 663.

F. Utilities. Declarant hereby declares and creates utility easements appurtenant to and for the benefit of the Commercial Lots and Lot 663 which shall be perpetual and non-exclusive easements in, on, under, over, above, across and through the entirety of the Commercial Lots and Lot 663 for the purpose of providing systems for water delivery service, sanitary sewer service, natural gas service, electrical power service, public telephone service and other communication services and other utility services to the Commercial Lots and Lot 663.

G. Limited Areas. The Building 900 Owners and their invitees shall have the non-exclusive easement to use the yard surrounding Building 900 and the "common area" within Building 900 as shown on Exhibit C.

### 3. EXTERIOR MAINTENANCE

A. Duty of Association. Except as otherwise provided in this paragraph 3, the Association shall perform all exterior maintenance to each Residential Building, which shall include maintenance of the roof, tuck pointing, chimneys, gutters, porches, exterior painting and any other maintenance deemed necessary or desirable by the Association to keep the exterior of each Residential Building in good condition, order and repair and in harmony with the other Residential Buildings ("Exterior Maintenance"). However, Exterior Maintenance shall not include maintenance or repair of any windows, garage doors or other doors. Routine Exterior Maintenance shall be performed pursuant to a schedule to be established by the Association. Each Residential Owner hereby grants the Association, its contractors and agents a license to enter such Residential Owner's



Lot and the inside of such Residential Owner's Unit as reasonably necessary to perform any inspections or Exterior Maintenance or to carry out any other responsibilities of the Association. Entry into the inside of the Residential Unit shall require two (2) days prior written notice to the Owner and shall be scheduled at a reasonably convenient time for the Owner. Notwithstanding the foregoing, the Association, its contractors and agents may enter a Residential Unit without any prior written notice in the event the Association deems that emergency Exterior Maintenance is necessary and that such entry is required to perform the Exterior Maintenance.

B. Initial Baseline Standards Exterior Maintenance shall not include any exterior maintenance necessary initially to rehabilitate a Building so that it meets the initial baseline standards attached hereto as Exhibit B (the "Initial Baseline Standards") No Exterior Maintenance shall be a Common Expense until an independent inspector selected by the Association has determined that the Unit or Building has been initially rehabilitated to the Initial Baseline Standards. Such inspection shall be a Common Expense. Failure by an Owner to meet the Initial Baseline Standards does not affect Owner's responsibility to pay all Assessments applicable to its Unit or Lot.

C. Owner Request for Exterior Maintenance. In the event that an Owner desires to have Exterior Maintenance performed to a Residential Unit other than the regularly scheduled Exterior Maintenance, such Owner shall submit such request in writing to the Committee and the Committee shall respond to such request within thirty (30) days of its receipt of such notice. If the Committee denies such request the Owner may appeal the decision to the Board, which shall have thirty (30) days to respond after receipt of notice of an appeal. The Committee shall cause the Exterior Maintenance to be performed if the Board so orders or, if it does not, the Owner may pay for the cost of such Exterior Maintenance with the approval of the Association.

D. Performance by an Owner. All Exterior Maintenance shall be performed by the Association, except as provided in subparagraph 3 A above. All Exterior Maintenance of the Commercial Buildings, including roof, tuck pointing, chimneys, gutters, porches, exterior painting, windows, garage doors and any other maintenance necessary to keep the exterior of each Commercial Building in good condition, order and repair and in harmony with the other Buildings shall be performed by the Owner of each respective Commercial Building.

E. Failure of Owner to Perform Required Maintenance. In the event that (i) the Owner of a Residential Unit does not maintain the windows, doors or garage doors of such Owner's Unit in a clean, neat, sightly condition consistent with the other Units, or (ii) the Owner of a Commercial Building does not maintain its Commercial Building as required in subparagraph 3 D above, the Association may, after fourteen (14) days written notice detailing the maintenance, repair, or replacement which it deems necessary or appropriate, perform the maintenance, repair or replacement and assess such Unit for such maintenance, repair, replacement or administration cost to include attorney fees, if necessary.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS.

A. Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

B. Voting. In connection with and as an inseparable part of the ownership of each Unit, each Owner shall have a Percentage Vote, which the Owner shall be entitled to cast at each meeting of the Association on each matter on which the Owners may vote. The Percentage Vote allocable to each Unit shall be a number, expressed as a percentage, equal to the Pro-Rata Share of such Unit. Unless otherwise stated elsewhere in this Declaration or the By-Laws, matters to be undertaken by the Association requiring a vote of the Owners shall be undertaken only upon an affirmative vote by a majority of the total Percentage Vote represented at a meeting of the Association at which such matter is considered, provided a quorum is present. When more than one person or entity holds an interest in any Unit, all such persons shall be members. The Percentage Vote for such Unit shall be exercised by the person whom the collective members with respect to such Unit unanimously designate in writing to the Association. In no event shall such Percentage Vote be split into fractional parts and in no event shall more than one person cast the Percentage Vote with respect to any Unit. Each Percentage Vote cast with respect to a Unit shall presumptively be valid, but if such Percentage Vote is questioned by any member holding any interest in such Unit and if all such members holding an interest in the Unit are not in agreement as to the validity of the Percentage Vote for such Unit which is questioned, then such Percentage Vote shall not be counted.

C. Control Transfer Date. Each Owner shall confer and shall be deemed to have conferred upon Declarant an irrevocable proxy to vote in such Owners' name, place and stead on any and all matters on which an Owner is entitled to vote under this Declaration or the By-Laws. The proxy shall be a right, coupled with an interest, which shall be irrevocable until the earliest to occur of the following events ("Control Transfer Date"):

- (i) the date Declarant voluntarily surrenders and terminates the proxies;
- (ii) the date that Units representing 80% of the total Percentage Vote of all of the Units have been conveyed from Declarant to others; or
- (iii) December 31, 1999.

Immediately after the Control Transfer Date Declarant shall make available to the Association all books, records, plans and other information in its possession regarding the activities of the Board and the Association.

D. Board of Directors. After the Control Transfer Date, the members shall elect the Board as prescribed by the By-Laws. The Board shall manage the Association's affairs. The initial Board shall be appointed by Declarant and shall manage the Association's affairs until the Control Transfer Date.

E. Professional Management. The Association shall enter into a management agreement with a professional manager which will provide for supervision, management and maintenance of the Common Area and in general perform all the duties and obligations of the Association. No contract or agreement of the Association for professional management of the Association, and no other contract of the Association with Declarant, shall be for a term in excess of three (3) years. Any such contract or agreement shall provide for termination by either party with or without cause, and without any termination fee, by ninety (90) days' written notice.

F. Responsibilities of Association. The Association is hereby authorized to act and shall act on behalf, and in the name, place and stead, of the individual Owners in all matters pertaining to maintenance, repair and replacement of the Common Area, Exterior Maintenance, determination of Common Expenses and Limited Area Expenses, collection of annual and special Assessments, and granting of any approvals whenever and to the extent called for by the Declaration for the common benefit of all Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declaration. Neither the Association, nor its directors, officers or authorized agents, shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declaration or for any failure to take any action called for by the Declaration. The Association shall procure and maintain casualty insurance for the Common Area and the Residential Buildings, liability insurance (including directors' and officers' insurance), and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal and security control, and such other services as the Association deems necessary or advisable. If the Association enters into any such contracts prior to the Control Transfer Date, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

G. Mortgagees' Rights. Any Mortgagee shall have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagee making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

H. Primary Responsibility. Subject to the limitations set forth in the Declaration, the Association shall be primarily responsible for keeping the Common Area in a clean, orderly and well maintained condition and performing Exterior Maintenance and the Association and its agents shall have the right to enter upon the Residential Lots and Common Area at all reasonable times in order to fulfill this primary responsibility.

5. INSURANCE AND BONDS.

The Association shall maintain at least the following insurance coverage and bonds and may obtain higher coverages or additional coverages if it deems such coverages necessary or appropriate for the Association:

A. The Association shall maintain in force such insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Common Area and those portions of the Units for which the Association has responsibility for Exterior Maintenance, as the Board may deem appropriate but no less than a single limit of liability of two million dollars (\$2,000,000.00) for injury or death of a single person, two million dollars (\$2,000,000.00) for any one accident or occurrence and two million dollars (\$2,000,000.00) for injury to property, with a two million dollar (\$2,000,000.00) aggregate.

B. The Association shall maintain at all times insurance against loss or damage by fire and from other causes to the Residential Buildings for 100% of their replacement cost (not including any Owner's personal property) customarily insured against under standard extended coverage and replacement cost endorsements. Such casualty insurance may also contain an inflation guard endorsement, if available, and a building ordinance or law endorsement. All proceeds of casualty insurance shall be used for restoration of the casualty with any excess proceeds to be used as reserves of the Association. In the event that the insurance proceeds are insufficient to reconstruct the damaged Residential Unit or Residential Building, the remaining cost to restore such Residential Unit or Residential Building to as near as practicable the condition as it existed immediately preceding such casualty shall be a Residential Expense allocable to all Residential Owners. The Association shall diligently pursue the restoration of a damaged Residential Unit or Residential Building. The Association shall provide the Owner of the Residential Unit or Residential Building with the plans and specifications for restoration of the Residential Unit or Residential Building for such Owner's review within ninety (90) days of the damage (thirty (30) days for minor restorations). The Owner shall have thirty (30) days to provide comments on the plans and specifications, which comments shall be limited to the extent that the plans and specifications differ from the condition of the Residential Unit as it existed immediately preceding the damage. The Association shall proceed to have minor repairs completed within ninety (90) days of the damage, which ninety (90) day period shall not include any days during which adverse weather conditions would have prohibited such repairs. The Association shall have the Residential Unit or Residential Building restored in accordance with the Owner's comments, to the extent such comments do not increase the construction cost beyond the insurance proceeds, provided that the Residential Unit or Residential Building was insured at an amount equal to 100% of its replacement cost. The Association shall use its best efforts to have the Residential Unit or Residential Building reconstructed or repaired within one year of such damage.

C. Except as otherwise provided herein by way of Exterior Maintenance performed, and casualty insurance maintained by the Association, each Owner shall be solely responsible for loss of or damage to its Unit, the improvements located therein (including party walls) and personal property located in or on its Unit, however caused, and shall be solely responsible for obtaining its own insurance to cover any loss and risk.

D. The Association shall obtain a fidelity bond or fidelity insurance in an amount adjusted from time to time to be equal to 125% of the annual estimated Common Expenses, Residential Expenses and Limited Area Expenses, which bond shall cover acts of dishonesty or fraud of any member or employee of the Association that handles the Association's funds. A third party

management company shall also be required to obtain such bond or insurance to the extent it handles the Association's funds.

E Neither Declarant, the Association or the Board, nor any member, shareholder, director, officer, employee or agent of any of the foregoing, shall be held liable or otherwise subject to any claim for damages in the event discretion to obtain insurance permitted by the Declaration is exercised or not exercised; provided, however, this paragraph 5 E. does not apply to insurance required to be obtained by the Association pursuant to this paragraph 5.

F Each Commercial Owner shall maintain at all times insurance against loss or damage by fire and from other causes to such Commercial Building for 100% of its replacement cost (not including any Commercial Owner's personal property) customarily insured under standard extended coverage and replacement cost endorsements. Such casualty insurance shall also contain an inflation guard endorsement, if available, and a building ordinance or law endorsement. All proceeds of casualty insurance shall be used for restoration of the casualty with any excess proceeds to be used at such Commercial Owner's discretion. In the event that the insurance proceeds are insufficient to reconstruct the damage to such Commercial Building, the remaining cost to restore such Commercial Building to as new or as practicable the condition immediately preceding such casualty, shall be such Commercial Owner's expense. Each Commercial Owner shall diligently pursue the restoration of the damaged Commercial Building. The Commercial Owner shall proceed to have minor repairs completed within ninety (90) days of the damage, which ninety (90) day period shall not include any days during which adverse conditions would have prohibited such repairs. The Commercial Owner shall have the Commercial Building restored in accordance with the provisions of paragraph 7 hereunder. The Commercial Owner shall use its best efforts to have the Commercial Building reconstructed or repaired (in the event that more than minor repairs are needed) within one (1) year of such damage.

#### 6. COVENANT FOR MAINTENANCE ASSESSMENTS.

A Purpose of Assessments. (i) The Common Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Units, and promoting the health, safety and welfare of the Owners, users and occupants of the same, and, in particular, for improvement, repairing, operating and maintenance of the Common Area, including, but not limited to, payment of taxes and insurance thereon, if any, for the cost of labor, equipment, material and management furnished with respect thereto, and any and all other Common Expenses. Each Owner shall pay to the Association:

(a) A Pro-Rata Share of the annual Common Assessments fixed, established and determined from time to time as hereinafter provided;

(b) A Pro-Rata Share of any special Common Assessments fixed, established and determined from time to time as hereinafter provided; and

(c) Other Common Assessments against an individual Unit as permitted by this Declaration.

(ii) The Limited Area Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Limited Areas and Building 900 in general, and promoting the health, safety and welfare of the Building 900 Owners, users or occupants of the same, and, in particular, for improvement, repairing, operating and maintenance of the Limited Areas, including, but not limited to, payment of taxes and insurance thereon, if any, for the cost of labor, equipment, material and management furnished with respect thereto, and any and all other Limited Area Expenses. Each Building 900 Owner shall pay to the Association:

- (a) A Limited Area Pro-Rata Share of the annual Limited Area Assessments fixed, established and determined from time to time as hereinafter provided; and
- (b) A Limited Area Pro-Rata Share of any special Limited Area Assessments fixed, established and determined from time to time as hereinafter provided.

(iii) The Residential Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Residential Units, and promoting the health, safety and welfare of the Residential Owners, users and occupants of the same, and the Exterior Maintenance of the Residential Buildings, payment of insurance as set forth in Paragraph 5 B, for the cost of labor, equipment, material and management furnished with respect thereto, and any and all other Residential Expenses. Each Residential Owner shall pay to the Association:

- (a) A Residential Pro-Rata Share of the annual Residential Assessments fixed, established and determined from time to time as hereinafter provided; and
- (b) A Residential Pro-Rata Share of any special Residential Assessments fixed, established and determined from time to time as hereinafter provided.

B. Pro-Rata Share. The Pro-Rata Share of each Owner for purposes of this Declaration shall be the proportionate square footage of each Unit, as determined by data provided by the Army, in relation to the total square footage of all of the Units covered by the Declaration, which amounts are set forth on Schedule 1 of this Declaration. The Limited Pro-Rata Share of each Building 900 Owner for purposes of this Declaration shall be the proportionate square footage of each Unit within Building 900 in relation to the total square footage of all the Units within Building 900, which amounts are set forth on Schedule 1 of this Declaration. The Residential Pro-Rata Share of each Residential Owner for purposes of this Declaration, shall be the proportionate square footage of each Residential Unit in relation to the total square footage of all the Residential Units, which amounts are set forth on Schedule 1 of this Declaration.

C. Liability for Assessments Each Common Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be the personal liability of each Owner, shall be a charge on each Unit, and shall constitute a lien upon each Unit from and after the due date thereof in the Association's favor. Each Common Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Unit at the time when the Common Assessment is due. Each Limited Area Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be the personal liability of each Building 900 Owner, shall be a charge on each such Unit, and shall constitute a lien upon each such Unit from and after the due date thereof in the Association's favor. Each Limited Area Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Building 900 Owner of each Unit at the time when the Limited Area Assessment is due. Each Residential Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be the personal liability of each Residential Owner, shall be a charge on each Residential Unit, and shall constitute a lien upon each Residential Unit from and after the due date thereof in the Association's favor. Each Residential Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Residential Owner of each Residential Unit at the time when the Residential Assessment is due. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee under any mortgage recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve any Unit from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability imposed hereby. The personal obligation for delinquent Assessments (as distinguished from the lien upon the Unit) shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

D. Basis of Annual Assessments. The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses, Limited Area Expenses and Residential Expenses for the coming fiscal year, which shall include a reasonable allowance for working capital, contingencies and reserves as the Board deems appropriate. A copy of this budget shall be delivered to each Owner at least thirty (30) days prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments. Should the Board at any time during a fiscal year determine that the Common Assessments, Limited Area Assessments, or Residential Assessments respectively, levied for such year may be insufficient to pay the Common Expenses, Limited Area Expenses, or Residential Expenses, respectively, for such year, the Board shall call a special meeting of the Association to consider imposing such special Common Assessments, Limited Area Assessments, or Residential Assessments, respectively, as may be necessary to meet the Common Expenses, Limited Area Expenses, or Residential Expenses, respectively, for such year. A special Common Assessment, Limited Area Assessment, or Residential Assessment, respectively, shall be imposed only with the approval of two-thirds (2/3) Percentage Vote of the Owners present at a meeting called for such purpose (notice and quorum requirements for such a meeting are set forth in

paragraph 6(J) below), and shall be due and payable on the date(s) determined by such Owners or, if not so determined, then as may be determined by the Board. In addition to the Board's right to impose Special Limited Area Assessments hereunder, the Building 900 Owners may impose a special Limited Area Assessment upon the written consent of at least three (3) of the four (4) Building 900 Owners that a special Limited Area Assessment is necessary. In the event of such a consent, all of the Building 900 Owners shall be bound to pay such special Limited Area Assessment as though it had been approved as otherwise required hereunder.

F. Fiscal Year, Date of Commencement of Assessments, Due Dates. The Association's fiscal year shall be the calendar year and may be changed from time to time by the Board. The first annual Assessment shall be made for the balance of the Association's fiscal year in which such Assessment is made. Assessments shall be due and payable monthly on the first day of each calendar month, except that the Board may from time to time by resolution authorize and require the payment of such Assessments in quarterly, semi-annual or annual installments.

G. Duties of Association.

(i) The Board shall cause proper books and records of levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each Unit and each Assessment applicable thereto, which books and records shall be kept in the Association's office and shall be available for inspection and copying by each Owner (or a duly authorized representative of any Owner) at reasonable times during the Association's regular business hours. Except as may otherwise be provided in the By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board shall cause written notice of all Assessments levied by the Association to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special (or any other) Assessments shall be sent as promptly as practicable. Common Assessments made pursuant to paragraph 6.A.(i)(c) shall be due and payable on the later of the date set forth in such notice or thirty (30) days after such notice is mailed. If such notice is mailed less than thirty (30) days prior to the due date of the Common Assessment to which such notice pertains, payment of such Common Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company or Mortgagee a certificate in writing signed by an officer or agent of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Unit in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of the amount levied or paid.



(iii) The Association shall notify any Mortgagee from which it has received a written request for notice: (a) of any default in performance of any obligation under the Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of the Subdivision or the Unit securing its mortgage; and (c) of any proposed action which requires the consent of the Mortgagees or a specified percentage thereof as set forth in the Declaration.

H. Nonpayment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Unit against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Unit as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner, and all future successors and assigns of such Owner, in such Unit; provided, however, that such lien shall be subordinate to any first mortgage on such Unit recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Unit is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against such Owner's Unit, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and, if a judgment is obtained, such judgment shall include such interest, costs and attorneys' fees.

I. Adjustments. If the amounts actually expended by the Association for Expenses in any fiscal year exceed the amounts budgeted and assessed for Expenses for that fiscal year, the amount of such deficit may be recouped either by inclusion in the budget for annual Assessments for the following fiscal year or by the making of one or more special Assessments for such purpose, at the Association's option. If the amounts budgeted and assessed for Expenses in any fiscal year, other than amounts for reserves, contingencies and working capital, exceed the amount actually expended by the Association for Expenses for that fiscal year, a Pro-Rata Share, Limited Pro-Rata Share or Residential Pro-Rata Share, as applicable, of such excess shall be a credit against the Assessment(s) due from each affected Owner for the next fiscal year(s).

J. Notice and Quorum for Imposition of Special Assessments. Written notice of any meeting called for the purpose of imposing special Assessments shall be sent to all Owners not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners entitled to cast fifty percent (50%) of the total Percentage Vote shall constitute a quorum. If the required quorum is not present, another meeting may be called

subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

K. Subordination of Lien to Mortgages The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the date on which such Assessment becomes due. Sale or transfer of any Unit shall not affect the Assessment lien. No sale or transfer shall relieve the Owner of such Unit from liability for any Assessments becoming due prior to such sale or transfer, provided, however, that sale or transfer of any Unit pursuant to foreclosure of any first mortgage on such Unit (without the necessity of joining the Association in any such foreclosure action), or any proceedings or deed in lieu thereof, shall extinguish the lien of all Assessments first becoming due after the date of recordation of such mortgage but prior to the date of such sale or transfer.

## 7. CHARACTER OF SUBDIVISION.

A. In General. No structure shall be erected, altered, placed or permitted to remain upon any Lot, and no Exterior Maintenance shall be performed on any Building without the prior written consent of the Committee. The foregoing shall only be done in accordance with the Architectural Covenants, Historic Covenants, PUD Zoning Ordinance and Deed Restrictions. The Percentage Vote, Pro-Rata Share, Limited Area Pro-Rata Share and Residential Pro-Rata Share for each Unit shall not change as a result of any subsequent alteration or addition. Declarant may use or may permit the use of any Unit as a model or sales office.

B. Accessory Outbuilding Prohibited. No accessory outbuilding shall be erected on any Lot other than a garage and an attached storage area of uniform size, color and architecture, all in accordance with the Initial Baseline Standards.

C. Other Restrictions. The Real Estate shall be subject to all covenants, easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Real Estate, including those restrictions set forth in the Umbrella Declaration, Architectural Covenants, Historic Covenants, PUD Zoning Ordinance and Deed Restrictions.

D. Landscaping or Exterior Construction. Any proposed landscaping on any Lot, or construction on or alteration of any Building or Lot, or construction of any exterior structure or amenity on a Lot (such as, but not limited to, a deck, patio, exterior light fixture, basketball goal, swing set, gym set) must be approved in advance and in writing by the Committee as set forth in paragraph 9, and shall be done in accordance with the Architectural Covenants, Historic Covenants, PUD Zoning Ordinance and Deed Restrictions. The following requirements shall be applicable unless the Committee shall approve otherwise: (i) all utility facilities in the Subdivision will be underground, except where required to be placed above ground by the individual utility supplier; (ii) no additional parking will be permitted on a Lot other than in the garage; (iii) whenever possible, all utility meters and HVAC units in the Subdivision will be located in places unseen or screened from the fronts of

the dwellings; (iv) no outside fuel storage tanks will be permitted and no gasoline storage will be permitted above or below ground in the Subdivision; and (v) all windows in the Subdivision will be of the same style and type as exist at the date of this Declaration, unless otherwise directed by the SHIPO.

E. Common Area No structure or other improvement shall be erected on any part of the Common Area by anyone other than Declarant without the Committee's prior written approval.

F. Maintenance of Lots The Owner of any Lot shall at all times maintain the yard of such Lot and any improvements situated thereon, which are not expressly the responsibility of the Association to maintain as set forth in this Declaration, in such a manner as to prevent the same from becoming unsightly and, specifically, such Owner shall, by way of example:

(i) Mow and care for the lawn at such times as may reasonably be required in order to prevent unsightly growth of vegetation and weeds (except that as to the Building 900 Owners, this shall be the Association's responsibility and shall be considered a Limited Area Expense);

(ii) Remove all debris or rubbish;

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

(iv) Cut down and remove dead trees (except that as to the Building 900 Owners, this shall be the Association's responsibility and shall be considered a Limited Area Expense);

(v) Keep the windows in such a state of repair or maintenance as to avoid their becoming unsightly; and

(vi) Maintain the porch in a neat, orderly and sightly condition.

G. USE Units shall be used for purposes consistent with the PUD Zoning Ordinance.

H. ADDITIONAL RULES AND REGULATIONS All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same, shall observe and be governed by such additional rules and regulations as may from time to time be promulgated and issued by the Board

I. LEASING No Owner may rent or lease its Unit for transient or hotel purposes. Any Owner who leases a Unit shall lease the entire Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration shall be a default under the lease.

8. MISCELLANEOUS PROVISIONS AND PROHIBITIONS.

A. Nuisances. No noxious or offensive activities shall be carried on in the Subdivision, nor shall anything be done in the Subdivision that shall become or be an unreasonable annoyance or nuisance to any Owner. Neither Declarant, any officer, director, agent, employee or contractor thereof, the Association, nor any Owner shall be liable for any damage which may result from enforcement or nonenforcement of the provisions of this paragraph.

B. Animals. No animals shall be kept or maintained in the Subdivision except usual household pets in types and numbers which may be established by the Board from time to time, and, in such case, such household pets shall be kept reasonably quiet, controlled and on a leash whenever outside, so as not to become a nuisance, and subject to the provisions of the By-laws.

C. Vehicle Parking. Except for the Commercial Buildings, all campers, trailers, recreational vehicles, boats, commercial vehicles or similar vehicles and all other vehicles shall be parked in the garage and not on Lawton Loop or on the street behind the Buildings, except for temporary parking of delivery vehicles on the street behind the Buildings. There shall be no parking for the Commercial Buildings on Lawton Loop Drive, Kent Avenue or on the street behind the Buildings. All parking for the Commercial Buildings shall be in the parking lots servicing the respective Commercial Buildings.

D. Garbage, Trash and Other Refuse. No Owner shall burn or permit the burying out-of-doors of garbage or other refuse, nor shall any Owner accumulate or permit the accumulation out-of-doors of refuse except as permitted in subparagraph E below.

E. Trash Receptacles. 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 or abutting the Subdivision at any time, except at the times when refuse collections are being made.

F. Satellite Dishes, Antennas. Satellite dishes no more than 2.5 feet in diameter shall be the only antennae permitted in the Subdivision. The dish must be located in the rear of each unit.

G. Other Restrictions. The By-laws may contain additional restrictions on the use and enjoyment of the Units.

9. ARCHITECTURAL REVIEW COMMITTEE.

A. Powers of Committee.

(i) In General. No dwelling, building, structure or improvement of any type or kind (including, but not limited to, landscaping and exterior painting) shall be constructed, placed, altered or made on any Lot in the Subdivision, without the Committee's prior written approval. Such approval shall be obtained only after written application has been made to the

Committee by the Owner of the Lot requesting authorization from the Committee. An application for approval by the Committee shall not be submitted until the Owner receives all other necessary approvals for such matter (including, but not limited to, approval of the SHIPO and ARC, if required for such matter). Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to such scale as the Committee may require. Plans submitted for a building or improvement location permit shall bear the Committee's stamp or signature acknowledging approval thereof.

(ii) Power of Disapproval The Committee may refuse permission to construct, place, alter or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the Declaration, the Architectural Covenants, the Historic Covenants or any other applicable covenants or restrictions;

(b) the design, color scheme or use of materials is not in harmony with the Subdivision;

(c) the proposed improvements or any part thereof would, in the Committee's opinion, be contrary to the interests, welfare or rights of all or any part of the other Owners; or

(d) any other person whose approval is required disapproves thereof

B Additional Approvals

(a) In addition to approval by the Committee, any proposed improvements must be approved by the ARC as provided in the PUD Zoning Ordinance.

(b) No construction, alteration, remodeling or any other actions shall be taken which would affect the integrity or appearance of any Building or Lot, except in accordance with the Historic Covenants.

C. Duties of Committee. The Committee may establish written architectural control guidelines, in addition to the Architectural Covenants, and shall, if such guidelines have been established, make a copy available to any Owner upon request. Such guidelines may be amended from time to time as the Committee may determine, subject to review and approval by the Board. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted to it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing and, if such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

D. Liability of Committee. Neither the Committee nor any member or agent thereof, nor Declarant, the ARC or the SHIPO shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto, or liable to anyone for approval or disapproval except in the event of willful misconduct or fraud.

E. Inspection. The Committee, the ARC and the SHIPO may inspect work being performed with its permission to assure compliance with the Declaration and applicable covenants, restrictions, agreements and regulations.

F. Remedies for Failure to Obtain Approval. If any improvements are made in the Subdivision without first obtaining the Committee's approval as required herein, or any other required approvals, the Association and the Committee shall have the enforcement rights set forth in paragraph 10 D, and may require improvements made without such approval to be removed or renovated by whatever means the Association and/or the Committee deems appropriate, with the costs thereof, including attorneys' fees, to become a lien against the defaulting Owner's Unit or Lot, subject to collection (with interest) in the manner described in paragraph 6.H.

## 10 REMEDIES

A. In General. Any party to whose benefit the Declaration inures, including Declarant, the Association or any Owner, may proceed at law or in equity to prevent occurrence or continuation of any violation of the Declaration, but neither Declarant nor the Association shall be liable for damages of any kind to any person for failing to abide by, enforce or carry out any of the terms and provisions hereof.

B. Government Enforcement. The Metropolitan Development Commission of Marion County (the "Commission"), its successors and assigns, shall have no right, power or authority to enforce any covenants or restrictions contained herein, other than those covenants and restrictions, if any, that expressly run in favor of the Commission; provided however, that nothing herein shall be construed to prevent the Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-A0-3, as amended, or any conditions to approval of the Plat by the Commission's Plat Committee.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any provision of the Declaration shall be held to be a waiver by such party of (or an estoppel of such party to assert) any right available to it upon occurrence, recurrence or continuation of such violation.

D. Remedies for Failure to Comply. If any Owner fails fully to observe and perform the obligations set forth herein, and if such failure is not cured within thirty (30) days after written notice of the same is given by the Association, the Association shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. If such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Unit or to any person, the Association shall have the right to enter upon such Unit or immediately to seek injunctive relief for the purpose of correcting such failure, and any harm or damage caused thereby, without any liability whatsoever on the Association's part. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin or correct such failure, including attorneys' fees and court costs, shall be payable by the defaulting Owner upon demand by the Association, and shall immediately become a lien against its Unit, subject to payment and collection in the manner provided for collection of Assessments by the Association. The Association's rights under this paragraph shall be in addition to all other enforcement rights hereunder, at law or in equity.

#### 11. EFFECT OF BECOMING AN OWNER

The Owners of any Unit or Lot, by acceptance of a deed conveying title thereto, whether from Declarant or a subsequent Owner of such Unit or Lot, shall accept such deed subject to each and every covenant and restriction contained herein. By acceptance of such a deed, an Owner acknowledges Declarant's rights and powers with respect to the Declaration, and also, for itself, its legal representatives, successors and assigns, covenants and agrees with Declarant and with the Owners and subsequent Owners of each of the other Lots to keep, observe, comply with and perform such covenants and restrictions.

#### 12. TITLES

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

#### 13. DURATION AND AMENDMENT

A. Duration. The Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of

the end of any term both the Owners constituting ninety percent (90%) of the total Percentage Vote of all the Units and the Mortgagees of Units constituting at least ninety percent (90%) of the total Percentage Vote of all the Units vote to terminate the Declaration, in which case the Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by the Declaration shall be perpetual unless otherwise expressly indicated.

B. Amendments Generally. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered. A resolution to adopt a proposed amendment may be proposed by a majority of the Board of Directors or Owners constituting in the aggregate at least a majority of the total Percentage Vote of all the Units. The resolution concerning a proposed amendment must be adopted by vote at a meeting duly called and held in accordance with the provisions of the By-laws. Mortgagees shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Association in accordance with the provisions hereof. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

C. Amendments. Any proposed amendment to this Declaration must be approved by the Owners constituting at least two-thirds (2/3) of the total Percentage Vote of all the Units; provided, however, that any such amendment of the Declaration shall require Declarant's prior written approval prior to the Control Transfer Date. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the Association's duly authorized officers, and by Declarant when such approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Marion County, Indiana.

D. Amendments by Declarant. Declarant hereby reserves the right at any time, and from time to time, to make such amendments to the Declaration as may be deemed necessary or appropriate thereby, without any other person's approval, in order to bring the Declaration into compliance with the requirements of any public agency having jurisdiction thereof, any agency guaranteeing, insuring or approving mortgages, or any entity that regularly purchases mortgages for resale in the secondary mortgage market, to enable reasonable development of, construction on and sale of the Units; provided, however, that Declarant shall not be entitled to make any amendment which has a material adverse effect on any Mortgagee's rights, or which substantially impairs the benefits of the Declaration to any Owner or substantially increases the obligations imposed by the Declaration on any Owner. Declarant further reserves the right to make such amendments to the Declaration as may be deemed necessary or appropriate by Declarant, without any other person's approval, which amendments shall be fully effective in accordance with their terms.

E. Special Amendments. Subject to the other requirements of this paragraph 13, unless Mortgagees of Units constituting at least three-fourths (3/4) of the total Percentage Vote and Owners



of Units constituting three-fourths (3/4) of the total Percentage Vote have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any material part of the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) reduce the amount or type of insurance coverages or bonds required to be maintained by the Association;

(iii) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, the method of voting, or the responsibility for Exterior Maintenance of Residential Buildings or Commercial Buildings;

(iv) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Buildings, Exterior Maintenance of Buildings, maintenance of the Common Area, or upkeep of lawns and plantings in the Subdivision; or

(v) use hazard insurance proceeds for losses to any of the Common Area other than for repair, replacement or reconstruction of the Common Area.

provided, however, no amendment to this Declaration shall be adopted which changes the Percentage Vote for a Unit or the corresponding Pro-Rata Share, Limited Pro-Rata Share or Residential Pro-Rata Share for such Unit without the approval of 100% of the Percentage Vote of all of the Units and 100% of the Mortgagees of all of the Units.

#### 14. RIGHTS OF MORTGAGEES.

Except to the extent otherwise provided in paragraph 6.K., no breach of the Declaration shall defeat or render invalid the lien of any mortgage now existing or hereafter executed upon any portion of the Subdivision; provided, however, that, if all or any portion of the Subdivision is sold under foreclosure of any mortgage, any purchaser at such sale, and its successors and assigns, shall hold any and all land so purchased subject to the Declaration.

#### 15. NOTICES.

All notices shall be in writing and shall be deemed given on the date deposited in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

If to Declarant:                    VLB Associates, Inc.  
    One Indiana Square, Suite 2530  
    Indianapolis, IN 46204

If to Association  
or the Committee:

Lawton Loop West Association, Inc.,  
or Lawton Loop West Architectural Committee  
5745 Lawton Loop East Drive  
Indianapolis, IN 46216

Notices to an Owner shall be sent to the address provided by such Owner to the Association or to such Owner's Unit. Declarant, the Association and the Committee may change addresses for notice purposes by notice to the Owners. An Owner may change addresses for notice purposes by notice to the Association.

16. CONDEMNATION

If any part of the Common Area is taken by eminent domain or transferred in lieu thereof, the proceeds shall be used by the Association to restore or replace that which was taken or transferred, and if the same is not reasonably practicable, shall be retained by the Association as reserves.

17. SEVERABILITY

Every provision of the Declaration is hereby declared to be independent of and severable from the other provisions thereof and of and from every combination of the provisions thereof. Therefore, if any of the provisions of the Declaration shall be held to be invalid or unenforceable, or to lack the quality of running with the Real Estate, such holding shall be without effect upon the validity, enforceability or "running" quality of any other provision thereof.

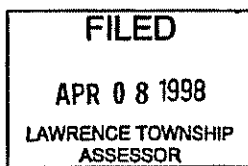
18. FORT HARRISON UMBRELLA ASSOCIATION

The Association shall be a member of the Fort Harrison Umbrella Association as contemplated in the PUD Zoning Ordinance. The Board shall appoint a representative of the Association to represent the Association and vote the Association's interest in the Fort Harrison Umbrella Association.

IN WITNESS WHEREOF, witness the signature of Declarant this 8<sup>th</sup> day of  
April, 1998.

VLB ASSOCIATES, INC.

By: Virginia L. Basham, Pres.  
Virginia L. Basham, President



STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Virginia L. Basham, the President of VLB Associates, Inc., an Indiana corporation, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of Lawton Loop West as such officer acting for and on behalf of such corporation.

WITNESS my hand and Notarial Seal this 8<sup>th</sup> day of April, 1998.

Michelle M. Holanda  
Michelle M. Holanda Notary Public and  
Resident of Hamlet, Indiana.  
My Commission Expires 11-5-01.

This instrument was prepared by, and after recording returned to, Heather K. Olinger, Attorney, Ice Miller Donadio & Ryan, One American Square, Box 82001, Indianapolis, Indiana 46282-0002, (317) 236-5833.

**Schedule 1**

**Percentage Vote Per Unit**

Unit	Gross Square Footage	Percentage Vote (based on Pro-Rata Share)	Pro-Rata Share (Square Footage)	Limited Area Pro-Rata Share (Square Footage)	Residential Pro-Rata Share (Square Footage)
623	(vacant)	N/A	N/A		N/A
624	2,243	.91%	.0091		N/A
643A	4,979	2.03%	.0203		.0231
643B	4,979	2.03%	.0203		.0231
644A	4,979	2.03%	.0203		.0231
644B	4,979	2.03%	.0203		.0231
645A	4,979	2.03%	.0203		.0231
645B	4,979	2.03%	.0203		.0231
646 (single family)	6,698	2.73%	.0273		.0311
647A	6,026	2.46%	.0246		.0279
647B	6,025	2.46%	.0246		.0279
648A	4,979	2.03%	.0203		.0231
648B	4,979	2.03%	.0203		.0231
649A	6,026	2.46%	.0246		.0279
649B	6,025	2.46%	.0246		.0279
650A	4,979	2.03%	.0203		.0231
650B	4,979	2.03%	.0203		.0231
651A	6,026	2.46%	.0246		.0279
651B	6,025	2.46%	.0246		.0279
652 (single family)	6,698	2.73%	.0273		.0311
653A	6,026	2.46%	.0246		.0279
653B	6,025	2.46%	.0246		.0279
654A	6,026	2.46%	.0246		.0279
654B	6,025	2.46%	.0246		.0279
655 (single family)	8,090	3.30%	.0330		.0376
656A	6,026	2.46%	.0246		.0279
656B	6,025	2.46%	.0246		.0279
657 (single family)	6,698	2.73%	.0273		.0311
658A	6,026	2.46%	.0246		.0279
658B	6,025	2.46%	.0246		.0279
659A	6,030	2.46%	.0246		.0280
659B	6,029	2.46%	.0246		.0280
660A	4,979	2.03%	.0203		.0231
660B	4,979	2.03%	.0203		.0231
661 (single family)	6,698	2.73%	.0273		.0311
662A	3,300	1.35%	.0135		.0154
662B	6,500	2.65%	.0265		.0302
662C	3,300	1.35%	.0135		.0154
663	13,495	5.50%	.0550		N/A
664	8,213	3.35%	.0335		N/A
665	5,557	2.27%	.0227		N/A
669	N/A	N/A	N/A		N/A
900					
900A	2,872	1.17%	.0117	.25	.0133
900B	2,872	1.17%	.0117	.25	.0133
900C	2,872	1.17%	.0117	.25	.0133
900D	2,872	1.17%	.0117	.25	.0133
Totals	245,142	100%	1.0000	1.00	1.0000

TRACT I - LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 4 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 79.01 feet; thence South 77 degrees 33 minutes 19 seconds West 25.00 feet to the POINT OF BEGINNING, which point is at the intersection of the northeastern boundary of Otis Avenue with the southwestern boundary of Lawton Loop East Drive:

Thence North 81 degrees 50 minutes 32 seconds West 7.91 feet along said boundary of Otis Avenue; thence North 75 degrees 12 minutes 32 seconds West 642.38 feet along said boundary to the southeastern boundary of Lawton Loop West; thence along the right-of-way of said Lawton Loop West the following eight (8) calls: (1) thence North 31 degrees 53 minutes 56 seconds East 164.81 feet; (2) thence North 11 degrees 56 minutes 04 seconds East 215.50 feet; (3) thence North 08 degrees 08 minutes 54 seconds West 168.88 feet; (4) thence North 10 degrees 10 minutes 11 seconds West 157.30 feet; (5) thence North 01 degree 12 minutes 34 seconds West 157.96 feet; (6) thence North 10 degrees 34 minutes 29 seconds East 155.17 feet; (7) thence North 20 degrees 44 minutes 24 seconds East 163.75 feet; (8) thence North 30 degrees 30 minutes 07 seconds East 12.25 feet to the southwesterly boundary of Funston Drive; thence South 65 degrees 58 minutes 21 seconds East 450.54 feet along the boundary of said Funston Drive to the westerly boundary of Lawton Loop East Drive; thence along the boundary of said Lawton Loop East Drive the following eight (8) calls: (1) thence South 04 degrees 01 minute 39 seconds West 133.10 feet; (2) thence South 07 degrees 05 minutes 39 seconds East 146.87 feet; (3) thence South 21 degrees 00 minutes 15 seconds East 148.56 feet; (4) thence South 27 degrees 29 minutes 04 seconds East 202.37 feet; (5) thence South 06 degrees 45 minutes 17 seconds East 154.75 feet; (6) thence South 11 degrees 17 minutes 32 seconds West 138.14 feet; (7) thence South 25 degrees 15 minutes 33 seconds West 237.48 feet; (8) thence South 12 degrees 26 minutes 41 seconds East 28.93 feet to the POINT OF BEGINNING and containing 14.986 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-15-5. KGG 11/07/97

Exhibit A1

TRACT 2 - LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet oalong the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 11 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 mintues 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 183.87 feet; thence North 85 degrees 58 minutes 21 seconds West 25.00 feet to the POINT OF BEGINNING of this description, said POINT OF BEGINNING being the intersection of the northeastern boundary of Funston Drive with the westerly boundary of Lawton Loop East Drive:

Thence North 65 degrees 58 minutes 21 seconds West 293.97 feet along the boundary of said Funston Drive to the southeastern boundary of Kent Avenue; the following eight (8) courses being along the boundary of said Kent Avenue; (1) thence South 89 degrees 45 minutes 09 seconds East 50.17 feet; (2) thence North 59 degrees 21 minutes 55 seconds East 98.29 feet; (3) thence North 37 degrees 46 minutes 45 seconds East 118.51 feet; (4) thence North 27 degrees 25 minutes 01 second East 278.29 feet; (5) thence North 41 degrees 42 minutes 45 seconds East 98.82 feet; (6) thence North 68 degrees 44 minutes 07 seconds East 88.92 feet; (7) thence North 85 degrees 06 minutes 43 seconds East 69.13 feet; (8) thence South 79 degrees 58 minutes 13 seconds East 1.58 feet to the northwesterly boundary of Lawton Loop East Drive; the following five (5) courses being along the boundary of said Lawton Loop East Drive; (1) thence South 36 degrees 48 minutes 47 seconds West 8.99 feet; (2) thence South 35 degrees 28 minutes 50 seconds West 179.13 feet; (3) thence South 27 degrees 04 minutes 01 second West 274.64 feet; (4) thence South 13 degrees 15 minutes 45 seconds West 223.30 feet; (5) thence South 04 degrees 01 minute 39 seconds West 6.96 feet to the POINT OF BEGINNING and containing 2.017 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-15-5 KGG 11/07/97

Exhibit A2

TRACT 3 - LAWTON ESTATES

A part of the Southeast Quarter, and a part of the Northeast Quarter, of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

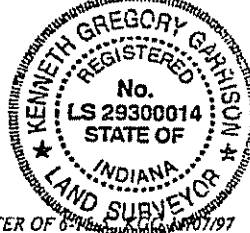
COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 11 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 148.17 feet to the centerline of Funston Road; thence North 65 degrees 58 minutes 21 seconds West 462.37 feet along the centerline of said Funston Road; thence North 24 degrees 01 minute 39 seconds East 25 00 feet to the POINT OF BEGINNING of this description, which point is the intersection of the southeastern boundary of Lawton Loop West Drive with the northwestern boundary of Kent Avenue:

The following eleven (11) courses being along the boundary of said Lawton Loop West Drive; (1) thence North 30 degrees 30 minutes 07 seconds East 138.78 feet; (2) thence North 13 degrees 41 minutes 05 seconds East 320.78 feet; (3) thence North 18 degrees 43 minutes 46 seconds East 374.80 feet; (4) thence North 54 degrees 25 minutes 34 seconds East 56.74 feet; (5) thence North 85 degrees 13 minutes 53 seconds East 33.18 feet; (6) thence South 65 degrees 11 minutes 14 seconds East 212.43 feet; (7) thence South 74 degrees 32 minutes 25 seconds East 141.68 feet; (8) thence South 50 degrees 32 minutes 25 seconds East 45.53 feet; (9) thence South 28 degrees 33 minutes 17 seconds East 61.66 feet; (10) thence South 08 degrees 16 minutes 10 seconds West 97.89 feet; (11) thence South 36 degrees 48 minutes 47 seconds West 27.58 feet to the northwestern boundary of said Kent Avenue; the following eight (8) courses being along the boundary of said Kent Avenue: (1) thence North 79 degrees 58 minutes 13 seconds West 33.37 feet; (2) thence South 85 degrees 06 minutes 43 seconds West 82.87 feet; (3) thence South 68 degrees 44 minutes 07 seconds West 108.12 feet; (4) thence South 41 degrees 42 minutes 45 seconds West 117.10 feet; (5) thence South 27 degrees 25 minutes 01 second West 280.14 feet; (6) thence South 37 degrees 46 minutes 45 seconds West 104.45 feet; (7) thence South 59 degrees 21 minutes 55 seconds West 74.95 feet; (8) thence North 88 degrees 26 minutes 02 seconds West 157.83 feet to the Point of Beginning and containing 6.045 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-1-1997

Exhibit A3

TRACT 4 - LAWTON ESTATES

A part of the Southeast Quarter, and a part of the Northeast Quarter, of Section 6, Township 16 North, Range 5 East, Marion County, Indiana. described as follows:

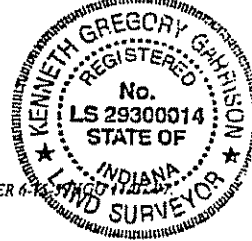
COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 15 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 188.81 feet; (12) thence North 13 degrees 15 minutes 45 seconds East 218.25 feet; (13) thence North 27 degrees 04 minutes 01 second East 269.77 feet; (14) thence North 35 degrees 28 minutes 50 seconds East 177.00 feet; (15) thence North 36 degrees 48 minutes 47 seconds East 91.56 feet; thence South 53 degrees 11 minutes 13 seconds East 28.21 feet to the POINT OF BEGINNING of this description, which point is the intersection of the easterly boundary of Lawton Loop East Drive with the northerly boundary of Kent Avenue;

The following nineteen (19) courses being along the boundary of said Lawton Loop East Drive and the boundary of Lawton Loop West: (1) thence North 23 degrees 23 minutes 36 seconds East 13.82 feet; (2) thence North 08 degrees 16 minutes 10 seconds East 127.25 feet; (3) thence North 28 degrees 33 minutes 17 seconds West 88.02 feet; (4) thence North 50 degrees 32 minutes 25 seconds West 65.87 feet; (5) thence North 74 degrees 32 minutes 25 seconds West 148.22 feet; (6) thence North 65 degrees 11 minutes 14 seconds West 221.55 feet; (7) thence South 85 degrees 13 minutes 53 seconds West 60.16 feet; (8) thence South 54 degrees 25 minutes 34 seconds West 86.62 feet; (9) thence South 18 degrees 43 minutes 46 seconds West 393.10 feet; (10) thence South 13 degrees 41 minutes 05 seconds West 315.60 feet; (11) thence South 30 degrees 30 minutes 07 seconds West 198.23 feet; (12) thence South 20 degrees 44 minutes 24 seconds West 172.47 feet; (13) thence South 10 degrees 34 minutes 29 seconds West 164.77 feet; (14) thence South 01 degree 12 minutes 34 seconds East 167.04 feet; (15) thence South 10 degrees 10 minutes 11 seconds East 160.34 feet; (16) thence South 08 degrees 08 minutes 54 seconds East 159.14 feet; (17) thence South 11 degrees 56 minutes 04 seconds West 197.74 feet; (18) thence South 32 degrees 06 minutes 46 seconds West 154.48 feet; (19) thence South 42 degrees 49 minutes 53 seconds West 30.43 feet to the northerly boundary of Otis Avenue; thence North 84 degrees 42 minutes 53 seconds West 32.65 feet along the boundary of said Otis Avenue; thence North 73 degrees 14 minutes 40 seconds West 256.01 feet along the boundary of said Otis Avenue; thence North 17 degrees 45 minutes 27 seconds East 15.12 feet to the westerly boundary of Fort Benjamin Harrison State Park as monumented and described by Beam, Longest and Neff, Inc.; the following twelve (12) courses being along said park boundary: (1) North 20 degrees 30 minutes 02 seconds East 411.78 feet; (2) thence North 07 degrees 28 minutes 44 seconds West 594.67 feet; (3) thence North 16 degrees 18 minutes 16 seconds East 454.69 feet; (4) thence North 52 degrees 46 minutes 06 seconds East 386.18 feet; (5) thence North 03 degrees 02 minutes 48 seconds West 182.60 feet; (6) thence North 06 degrees 12 minutes 38 seconds East 245.16 feet; (7) thence North 67 degrees 05 minutes 20 seconds East 282.60 feet; (8) thence South 88 degrees 31 minutes 23 seconds East 189.95 feet; (9) thence South 57 degrees 17 minutes 37 seconds East 87.81 feet; (10) thence South 67 degrees 03 minutes 13 seconds East 457.52 feet; (11) thence South 19 degrees 07 minutes 18 seconds East 155.17 feet; (12) thence South 09 degrees 07 minutes 40 seconds West 255.35 feet to the northerly boundary of Kent Avenue; thence South 12 degrees 25 minutes 33 seconds West 14.53 feet along the boundary of said Kent Avenue; thence North 77 degrees 35 minutes 55 seconds West 176.83 feet along the boundary of said Kent Avenue to the Point of Beginning and containing 19.595 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO THE SOUTHEAST CORNER OF SOUTHEAST QUARTER 6-



TRACT 5 (REV.)- LAWTON ESTATES

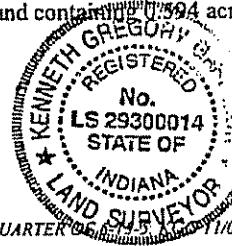
A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 4 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 42.90 feet to the centerline of Otis Avenue; (the next 3 calls being along the centerline of said Otis Avenue); (1) thence North 81 degrees 50 minutes 31 seconds West 45.47 feet; (2) thence North 75 degrees 12 minutes 32 seconds West 641.75 feet; (3) thence North 84 degrees 42 minutes 46 seconds West 102.02 feet; thence South 05 degrees 17 minutes 14 seconds West 25.00 feet to the POINT OF BEGINNING of this description, which point is the intersection of the southwesterly boundary of Otis Avenue with the northwesterly boundary of Lawton Road;

Thence South 44 degrees 30 minutes 42 seconds West 20.43 feet along the boundary of said Lawton Road; thence South 10 degrees 34 minutes 36 seconds West 155.98 feet along the boundary of said Lawton Road; thence North 63 degrees 05 minutes 15 seconds West 178.94 feet; thence North 18 degrees 43 minutes 41 seconds East 141.68 feet to the southwesterly boundary of said Otis Avenue; thence South 73 degrees 14 minutes 40 seconds East 163.99 feet along the boundary of said Otis Avenue to the Point of Beginning and containing 0.594 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*  
Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 5 EAST, MARION COUNTY, INDIANA, NOVEMBER 11/07/97.

TRACT 6 - LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the Southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; thence along the centerline of said Lawton Loop East Drive North 01 degree 04 minutes 58 seconds East 232.87 feet; thence North 13 degrees 49 minutes 13 seconds West 110.04 feet along said centerline; thence North 00 degrees 53 minutes 48 seconds East 166.49 feet along said centerline; thence North 12 degrees 26 minutes 41 seconds West 99.40 feet along said centerline; thence North 25 degrees 15 minutes 33 seconds East 232.01 feet along the centerline of said Hess Avenue; thence North 11 degrees 17 minutes 32 seconds East 145.17 feet along said centerline; thence North 06 degrees 45 minutes 17 seconds West 163.29 feet along said centerline; thence North 27 degrees 29 minutes 04 seconds West 147.69 feet along said centerline; thence North 64 degrees 06 minutes 41 seconds East 25.01 feet to the northeastern boundary of Lawton Loop East Drive and the POINT OF BEGINNING of this description:

Thence North 27 degrees 29 minutes 04 seconds West 57.12 feet along said northeastern boundary; thence North 21 degrees 00 minutes 15 seconds West 139.63 feet along said northeastern boundary; thence North 77 degrees 35 minutes 07 seconds East 201.99 feet; thence South 20 degrees 26 minutes 11 seconds East 149.83 feet; thence South 64 degrees 06 minutes 41 seconds East 192.49 feet to the point of beginning and containing 0.788 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*  
Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



Exhibit A6

TRACT 7 LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

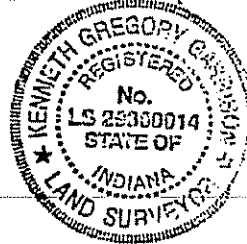
COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 15 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 14 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 188.81 feet; (12) thence North 13 degrees 15 minutes 45 seconds East 218.25 feet; (13) thence North 27 degrees 04 minutes 01 second East 269.77 feet; (14) thence North 35 degrees 28 minutes 50 seconds East 177.00 feet; (15) thence North 36 degrees 48 minutes 47 seconds East 33.93 feet; thence South 53 degrees 11 minutes 13 seconds East 25.00 feet to the POINT OF BEGINNING of this description, which point is the intersection of the southeastern boundary of Kent Avenue with the southeastern boundary of Lawton Loop East Drive:

Thence South 79 degrees 57 minutes 52 seconds East 29.57 feet along the boundary of said Kent Avenue; thence South 77 degrees 34 minutes 27 seconds East 172.84 feet along the boundary of Kent Avenue; thence South 17 degrees 46 minutes 57 seconds West 342.17 feet; thence North 55 degrees 01 minute 12 seconds West 284.70 feet to the southeastern boundary of Lawton Loop East Drive; thence North 27 degrees 04 minutes 01 second East 40.00 feet along the boundary of said Lawton Loop East Drive; thence North 35 degrees 28 minutes 50 seconds East 174.87 feet along the boundary of said Lawton Loop East Drive; thence North 36 degrees 48 minutes 47 seconds East 33.64 feet along the boundary of said Lawton Loop East Drive to the point of beginning and containing 1.620 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-15-5. KGG 11/07/97.

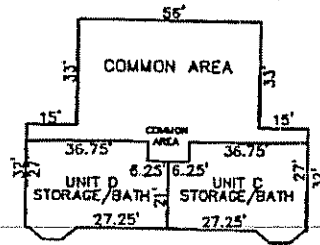
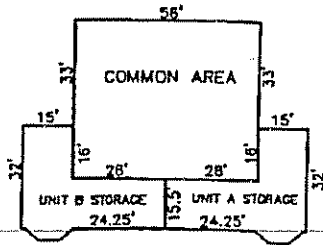
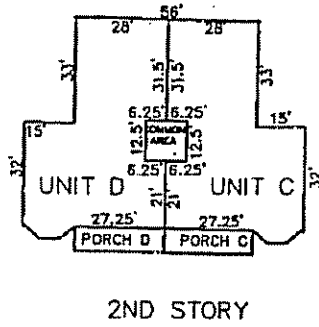
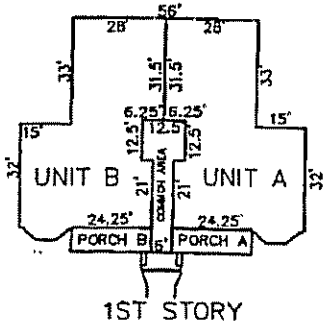
**Exhibit B**

**Lawton Loop West  
Initial Baseline Standards**

1. **Exterior Paint:** Exterior trim shall be scraped, caulked and painted with paint approved by Committee and SHIPO (or his appointed representative). It must be a semi gloss, all weather paint. The Committee and SHIPO (or his appointed representative) shall provide the paint manufacturer and specific paint reference number. Any rotten wood found shall be replaced with like wood, primed and two coats of paint. Exterior trim includes building trim, screened porches, columns, exterior doors, etc. Windows shall be caulked. Brick is not to be high pressure washed.
2. **Roof:** Roof shall be checked for damage and repaired if necessary. Any missing shingles shall be replaced.
3. **Flashing:** All flashing shall be checked for damage and repaired if necessary. Any loose or missing nails shall be replaced. All flashing shall be caulked.
4. **Gutters:** All gutters and downspouts shall be cleaned. Any repairs necessary shall be made. Gutters shall be disconnected from sewers and drainpipes if connected to the sanitary sewer system. Splash blocks shall be installed.
5. **Screened Porch:** New porch doors shall be installed.
6. **Exterior Doors:** Wooden doors (front and back) shall remain; old glass panes shall remain and/or be replaced with similar panes. Doors shall be sanded and painted with the same white paint as used for the house trim. Porch doors, storm doors and basement doors shall be replaced with white aluminum door as approved by the Committee and SHIPO (or his appointed representative). All doors shall match.
7. **House Numbers:** All house numbers shall match in style and be approved by the Committee and SHIPO (or his appointed representative). House number shall be located in the same area on the same column as directed by the Committee and SHIPO (or his appointed representative). Each unit shall be numbered and standardized in accordance with the current street address.
8. **Mail Boxes:** New mailboxes shall be mounted on the rear of the house and in the same location. The Committee and SHIPO (or his appointed representative) shall approve mailboxes.
9. **Garage Doors:** All garage doors are to be white paneled doors as approved by the Committee and SHIPO (or his appointed representative). All doors shall match in appearance and material.

EXHIBIT C  
 FLOOR PLAN OF BUILDING 900

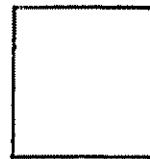
BUILDING  
 900 (QUAD)  
 3-STORY  
 BRICK  
 1" = 20'



BASEMENT

ATTIC

NO.	
DESCRIPTION	
DATE	
BY	
CHECKED	
APPROVED	
DATE	



DATE	11/24/97
SCALE	1" = 32'
PROJECT	
CLIENT	
DESIGNER	
CHECKED	
APPROVED	

FLOOR PLAN  
 BUILDING 900  
 LAWTON LOOP ESTATES  
 LAWTON, TEXAS  
 CONSULTING ENGINEERS - ARCHITECTS  
 ROAW CORPORATION  
 FORT WORTH, TEXAS



Reduced 50% 1" = 40'  
 EXHIBIT C

8  
7

**COPY**

37

54 **FILED**

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS OF LAWTON LOOP WEST**

APR 09 1998

*John P. ...*

THIS DECLARATION (the "Declaration") is made this 8<sup>th</sup> day of April, 1998, by VLB ASSOCIATES, INC. (Declarant)

83

**RECITALS:**

A. Declarant is the owner in fee simple of that certain parcel of land located at the former Fort Benjamin Harrison in Marion County, Indiana, and more particularly described in Exhibit A, attached hereto and made a part hereof (the "Real Estate").

B. The Declarant has laid off, platted and subdivided the Real Estate into lots numbered as set forth in Schedule I attached hereto and incorporated herein by reference, each Lot being a single-family portion of a Building, except for (a) Lot 623, on which the existing building will be demolished in order to create a parking lot and (b) Building Nos. 624, 646, 652, 655, 657, 661, 663, 664, 665, 669, and 900 which are each one Lot (e.g., a duplex contains 2 Lots and a triplex contains 3 Lots) (individually, a "Lot"; collectively, the "Lots"), in accordance with the Final Plat (the "Plat") of Lawton Loop West (the "Subdivision"), which was recorded on April 3, 1998 as Instrument No 98-5424 in the Office of the Recorder of Marion County, Indiana.

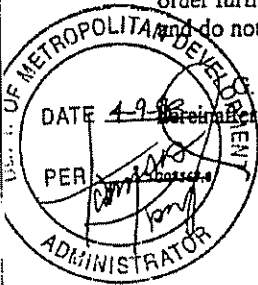
C. The Subdivision will consist of 26 buildings, numbered 624 and 643 through 665 and numbers 669 and 900, as numbered by the Army (individually, a "Building" and collectively, the "Buildings"), which have been divided into forty-three (43) lots as described in Recital B above.

D. The Subdivision will share certain amenities (the "Shared Amenities") with another subdivision, which may be known as "Lawton Loop East", which will be comprised of Buildings numbered 666, 667, 668, 670, 671 and 672, which Shared Amenities shall include the Parade Grounds and may include the street lights.

E. The Buildings in the Subdivision and the buildings in Lawton Loop East are historic structures and subject to covenants concerning their alteration or improvement as set forth in the Programmatic Agreement among the Department of the Army, the Advisory Council on Historic Preservation, and the Historic Preservation Officer Regarding Closure and Base Disposal Actions at Fort Benjamin Harrison, Indiana (the "Historic Covenants").

F. Declarant desires to subject the Real Estate to certain covenants and restrictions in addition to those set forth in the Plat, the Architectural Covenants and the Historic Covenants in order further to insure that development and use of the various Lots and Buildings are harmonious and do not adversely affect the value of the other Lots and Buildings.

Declarant desires to provide for maintenance of the General Common Area (as hereinafter defined) which is of common benefit to owners of the various Lots and Buildings, and to



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LAWRENCE TOWNSHIP  
ASSESSOR

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that end desires to establish certain obligations of such Owners and a system of assessments and charges upon such Owners for certain maintenance and other costs in connection with operation and maintenance of the Subdivision.

H. Declarant desires to provide for the performance of Exterior Maintenance (as hereinafter defined) which is of common benefit to owners of the Residential Buildings (as hereinafter defined), and to that end desires to establish certain obligations of such Residential Owners and a system of assessments and charges upon such Residential Owners for certain maintenance and other costs in connection with operation and maintenance of the Residential Buildings.

I. Declarant desires to provide for limited maintenance of the Limited Areas (as hereinafter defined), which is of common benefit to owners of units within Building No. 900 ("Building 900 Owners"), and to that end desires to establish certain obligations of the Building 900 Owners and a system of assessments and charges upon the Building 900 Owners for certain maintenance and other costs in connection with operation and maintenance of the Limited Areas ]

NOW, THEREFORE, Declarant hereby declares that all of the Real Estate is and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the Plat, the Architectural Covenants, the Historic Covenants and the following covenants, restrictions and easements, all of which are declared and agreed to be in furtherance of a plan for improvement and sale of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Subdivision as a whole and each Lot and Building situated therein. All of the following covenants, easements and restrictions shall run with the Real Estate and shall be binding upon Declarant and all parties having or acquiring any right, title or interest, legal or equitable, in and to the Real Estate or any part thereof, and shall inure to the benefit of Declarant's successors in title to the Real Estate or any part thereof.

1. DEFINITIONS.

The following are definitions of terms as they are used herein:

(a) "ARC" shall mean the Architectural Review Committee for the entirety of the former Fort Benjamin Harrison as set forth in the PUD Zoning Ordinance, which initially is the FHRA.

(b) "Architectural Covenants" shall mean the covenants, conditions, and restrictions set forth in the architectural covenants which are part of the PUD Zoning Ordinance.

(c) "Army" shall mean the United States of America, Department of the Army.

(d) "Assessment" shall mean Common Assessment, Limited Area Assessment and Residential Assessment.

(e) "Association" shall mean Lawton Loop West Association, Inc., or an organization of similar name, its successors and assigns, which has been or shall be created as an Indiana nonprofit corporation and whose membership shall consist of all Owners.

(f) "Board" shall mean the Association's board of directors.

(g) "Building" shall have the meaning set forth in the Recitals.

(h) "Building 900 Owners" shall have the meaning set forth in the Recitals.

(i) "By-Laws" shall mean the Association's code of by-laws.

(j) "Clubhouse" shall mean Building 669.

(k) "Commercial Buildings" shall mean Buildings 624, 663, 664 and 665 as numbered by the Army.

(l) "Commercial Lots" shall have the meaning set forth in paragraph 2.D

(m) "Commercial Owner" shall mean the Owner of a Commercial Building and/or its corresponding lot.

(n) "Commission" is defined in paragraph 10 B.

(o) "Committee" shall mean the Lawton Loop West Architectural Review Committee, composed of three (3) members (who need not be members of the Association) appointed by the Board and subject to removal by the Board at any time with or without cause. Any vacancies existing from time to time on the Committee shall be filled by the Board.

(p) "Common Area" shall mean the General Common Area and Limited Area.

(q) "Common Assessment" shall mean (i) the share of Common Expenses imposed upon each Unit, as determined and levied pursuant to the provisions of paragraph 6, and includes both regular and special assessments, and (ii) any other expenses levied upon an individual Unit as provided in this Declaration, other than a Residential Assessment or a Limited Area Assessment.

(r) "Common Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvements and replacement of General Common Area, snow removal (to the extent, if any, provided by the Association), taxes assessed against any General Common Area, and any other cost or expense incurred by the Association for the benefit of the General Common Area, or the Subdivision generally,



and shall also include the costs of insurance as required herein, other than the costs of insurance as required in paragraph 5.B, and a reasonable allowance for working capital, contingencies and reserves. Common Expenses shall not include any costs or expenses incurred in connection with the initial installation or completion of the streets, utility lines and mains, drainage system or other improvements constructed by Declarant. Common Expenses shall not include costs for Exterior Maintenance as set forth in paragraph 3. The Common Expenses shall include those assessments imposed by the Fort Harrison Umbrella Association.

- (s) "Control Transfer Date" is defined in paragraph 4.B
- (t) "Declaration" shall mean the Plat and this Declaration, collectively.
- (u) "Declarant" shall mean VLB Associates, Inc., an Indiana corporation, or any other person, which succeeds to its interest as a matter of law or as evidenced by a written instrument of transfer to such effect recorded in the Office of the Recorder of Marion County, Indiana.
- (v) "Deed Restrictions" shall mean the covenants, conditions, restrictions and agreements contained in any deed in the Owner's chain of title, including but not limited to, the deed from the Army to FHRA, the deed from FHRA to Declarant and the deed from Declarant to Owner, or its predecessor.
- (w) "Expenses" shall mean Common Expenses, Limited Area Expenses and Residential Expenses
- (x) "Exterior Maintenance" shall have the meaning set forth in Section 3 A.
- (y) "FHRA" shall mean the Fort Harrison Reuse Authority, an entity established pursuant to IC 36-7-30-1 et. seq.
- (z) "~~Fort Harrison Umbrella Association~~" shall mean the Umbrella Owner's Association as contemplated by the PUD Zoning Ordinance, comprised of all of the Owner's Associations established for the owners of the real estate which comprises the former Fort Benjamin Harrison which has been or will be conveyed by Army to the FHRA.
- (aa) "General Common Area" shall mean the street behind the Buildings, which shall be owned by the Association for the common use and enjoyment of the Owners for ingress and egress to such Owner's Unit, as well as the "Common Area" as identified on the Plat, and including any Shared Amenities which shall be owned by the Association for the common use and enjoyment of the Owners.
- (bb) "Historic Covenants" shall have the meaning set forth in the Recitals.

- (cc) "Initial Baseline Standards" shall have the meaning set forth in Section 3.B.
- (dd) "Lawton Loop East" shall have the meaning set forth in the Recitals.
- (ee) "Limited Areas" shall mean those areas within Building No. 900 identified as "common area" on the floor plan attached hereto as Exhibit C, as well as the yards surrounding Building 900.
- (ff) "Limited Area Assessment" shall mean the share of the Limited Area Expenses imposed upon each Unit within Building No. 900, as determined and levied pursuant to paragraph 6, and includes regular and special assessments.
- (gg) "Limited Area Expenses" shall mean the actual and estimated cost to the Association for maintenance, management, operation, repair, improvements and replacement of Limited Areas, taxes assessed against any Limited Areas, and any other cost or expense incurred by the Association for the benefit of the Limited Areas, and shall also include the costs of insurance as required herein and a reasonable allowance for working capital, contingencies and reserves.
- (hh) "Limited Area Pro-Rata Share" is defined in Section 6.B.
- (ii) "Lot" shall have the meaning set forth in the Recitals.
- (jj) "Mortgagee" shall mean any holder, insurer or guarantor of any first mortgage on any Unit, which has provided notice of its mortgage interest to the Association.
- (kk) "Owner" shall mean a person who owns of record the fee simple interest in and to a Unit or a Lot (in the case of the Clubhouse or Lot 623), including the Declarant, but excluding those persons having such interest merely as security for the performance of an obligation. The term Owner includes a Residential Owner and a Commercial Owner.
- (ll) "Parade Grounds" shall mean the area inside Lawton Loop Drive and surrounded by the Buildings and the buildings of Lawton Loop East, which grounds are to be owned by the Association and maintained by the Association as open space as set forth in the Historic Covenants.
- (mm) "Percentage Vote" shall have the meaning set forth in paragraph 4 B and, as to each Unit shall be set forth in Schedule I.
- (nn) "Plat" shall have the meaning set forth in the Recitals.
- (oo) "Pro-Rata Share" is defined in paragraph 6 B.

(pp) "PUD Zoning Ordinance" shall mean the Planned Unit Development zoning ordinance which was adopted by the City-County Council of Indianapolis and Marion County for D-P classification for the Real Estate and other real estate, Petition No. 97-Z-3/97-DP-1 on February 24, 1997.

(qq) "Real Estate" shall have the meaning set forth in the Recitals.

(rr) "Residential Assessment" shall mean the share of Residential Expenses imposed upon each Residential Unit, as determined and levied pursuant to the provisions of paragraph 6, and includes both regular and special assessments.

(ss) "Residential Buildings" shall mean all of the Buildings other than the Commercial Buildings and the Clubhouse.

(tt) "Residential Expenses" shall mean the actual and estimated cost to the Association for Exterior Maintenance (as set forth in paragraph 3) and insurance (as set forth in paragraph 5.B), and shall also include a reasonable allowance for working capital, contingencies and reserves.

(uu) "Residential Lot" shall mean a Lot on which a Residential Building is wholly or partially located.

(vv) "Residential Owner" shall mean an Owner of a Residential Unit.

(ww) "Residential Pro-Rata Share" is defined in Section 6.B.

(xx) "Residential Unit" shall mean a Residential Lot and the improvements thereon, except that in the case of Building No. 900, it shall mean any of the four residences located within Building No. 900.

(yy) "Shared Amenities" shall have the meaning set forth in the Recitals.

(zz) "SHIPO" shall mean the Indiana State Historic Preservation Officer.

(aaa) "Subdivision" shall have the meaning set forth in the Recitals.

(bbb) "Unit" shall mean a Lot and the improvements thereon. The Clubhouse and Lot 623 shall not be considered Units.

## 2. EASEMENTS

A. Streets. The Owners of all Units, the Clubhouse and Lot 623 and their invitees shall have the non-exclusive easement to use the streets within the Real Estate as shown on the Plat for

ingress and egress to the Units, the Clubhouse and Lot 623. The Association may publish reasonable and nondiscriminatory rules and regulations for the use of such streets. The Declarant shall convey all of its rights to, title and interest in and to the streets behind the Buildings to the Association.

B. Party Walls. Each Building which contains one or more Units has a party wall or party walls separating such Unit from the adjoining Unit or Units. To the extent not inconsistent with the provisions of this paragraph 2 B., the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared in equal proportions by the Owners who make use of the wall. If a party wall is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner who has used the wall may restore it, and if the other Owner or Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner to contribution from any other Owner under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning a party wall, or in the provisions of this paragraph, the Board shall appoint an arbitrator and the decision of the arbitrator shall be binding upon the parties and the parties' right to legal action shall be limited to enforcement of the arbitrator's award.

C. Clubhouse. The Owners of all Residential Units and members of their immediate family residing in such Residential Unit shall have the non-exclusive use of the Clubhouse. In addition, the owners of residential property or units in Lawton Loop East shall also have the non-exclusive use of the Clubhouse. The use of the Clubhouse and expenses for the maintenance and future improvement thereof shall be shared between the Owners of Units and the owners of residential property or units in Lawton Loop East. The Association may publish reasonable and nondiscriminatory rules governing the use of the Clubhouse, including establishing charges for the exclusive use of all or part of the Clubhouse for reserved events.

D. Cross-Easements for Access and Parking For Commercial Buildings 664 and 665. Declarant hereby declares and creates the following access and parking easements which shall be perpetual and non-exclusive mutual easements appurtenant to and for the benefit of those Commercial Buildings known as numbers 664 and 665 and their corresponding Lots (the "Commercial Lots"), the Owners thereof, and their tenants, employees, invitees, and licensees, over and across the entirety of the paved portion of "Lot 623". Such access and parking easements shall be for the purposes of providing access, ingress and egress by vehicular and pedestrian traffic to and from the Commercial Lots to Lawton Loop Drive, Kent Avenue and to the alley behind each Commercial Lot and shall be for common parking for each of the Commercial Lots, to the extent that such common parking is allowed by the applicable zoning ordinance. Access to the Commercial Lots shall only be permitted from Lawton Loop Drive or Kent Avenue. The owners of the Commercial Lots, their employees, tenants and invitees shall not be entitled to use the private streets behind the Buildings, except that portion of such private street which connects the Commercial Lots. The cost

of reasonable repair and maintenance of the parking lot on Lot 623 shall be shared by the Owners of the Commercial Lots in proportion to their gross square footage as listed on Schedule 1. If the parking lot is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of insurance, any Owner of a Commercial Lot may restore the parking lot, and if the other Owners thereafter make use of the parking lot, they shall contribute to the cost of restoration thereof, in proportion to their gross square footage without prejudice, however, to the right of any such Owner to call for a large contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions. The right of any Owner of a Commercial Lot to contribution from any other Owner of a Commercial Lot under this paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title. In the event of any dispute arising concerning the parking lot, or the provisions of this paragraph, the Board shall appoint an arbitrator and the decision of the arbitrator shall be binding upon the parties and the parties' right to legal action shall be limited to enforcement of the arbitrator's award.

E. Drainage. Declarant hereby declares and creates a surface and storm water drainage easement on, under, over, above and across the Commercial Lots and the Lot corresponding to Building No 663 ("Lot 663") across that portion of each Commercial Lot and Lot 663 that is not improved with a Building at the date of this Declaration, which easement shall be perpetual and non-exclusive, appurtenant to and benefitting each of the Commercial Lots and Lot 663 for the purpose of providing a system of surface and storm water drainage for the Commercial Lots and Lot 663.

F. Utilities. Declarant hereby declares and creates utility easements appurtenant to and for the benefit of the Commercial Lots and Lot 663 which shall be perpetual and non-exclusive easements in, on, under, over, above, across and through the entirety of the Commercial Lots and Lot 663 for the purpose of providing systems for water delivery service, sanitary sewer service, natural gas service, electrical power service, public telephone service and other communication services and other utility services to the Commercial Lots and Lot 663.

G. Limited Areas. The Building 900 Owners and their invitees shall have the non-exclusive easement to use the yard surrounding Building 900 and the "common area" within Building 900 as shown on Exhibit C.

### 3. EXTERIOR MAINTENANCE

A. Duty of Association. Except as otherwise provided in this paragraph 3, the Association shall perform all exterior maintenance to each Residential Building, which shall include maintenance of the roof, tuck pointing, chimneys, gutters, porches, exterior painting and any other maintenance deemed necessary or desirable by the Association to keep the exterior of each Residential Building in good condition, order and repair and in harmony with the other Residential Buildings ("Exterior Maintenance"). However, Exterior Maintenance shall not include maintenance or repair of any windows, garage doors or other doors. Routine Exterior Maintenance shall be performed pursuant to a schedule to be established by the Association. Each Residential Owner hereby grants the Association, its contractors and agents a license to enter such Residential Owner's

Lot and the inside of such Residential Owner's Unit as reasonably necessary to perform any inspections or Exterior Maintenance or to carry out any other responsibilities of the Association. Entry into the inside of the Residential Unit shall require two (2) days prior written notice to the Owner and shall be scheduled at a reasonably convenient time for the Owner. Notwithstanding the foregoing, the Association, its contractors and agents may enter a Residential Unit without any prior written notice in the event the Association deems that emergency Exterior Maintenance is necessary and that such entry is required to perform the Exterior Maintenance.

B. Initial Baseline Standards. Exterior Maintenance shall not include any exterior maintenance necessary initially to rehabilitate a Building so that it meets the initial baseline standards attached hereto as Exhibit B (the "Initial Baseline Standards"). No Exterior Maintenance shall be a Common Expense until an independent inspector selected by the Association has determined that the Unit or Building has been initially rehabilitated to the Initial Baseline Standards. Such inspection shall be a Common Expense. Failure by an Owner to meet the Initial Baseline Standards does not affect Owner's responsibility to pay all Assessments applicable to its Unit or Lot.

C. Owner Request for Exterior Maintenance. In the event that an Owner desires to have Exterior Maintenance performed to a Residential Unit other than the regularly scheduled Exterior Maintenance, such Owner shall submit such request in writing to the Committee and the Committee shall respond to such request within thirty (30) days of its receipt of such notice. If the Committee denies such request the Owner may appeal the decision to the Board, which shall have thirty (30) days to respond after receipt of notice of an appeal. The Committee shall cause the Exterior Maintenance to be performed if the Board so orders or, if it does not, the Owner may pay for the cost of such Exterior Maintenance with the approval of the Association.

D. Performance by an Owner. All Exterior Maintenance shall be performed by the Association, except as provided in subparagraph 3 A above. All Exterior Maintenance of the Commercial Buildings, including roof, tuck pointing, chimneys, gutters, porches, exterior painting, windows, garage doors and any other maintenance necessary to keep the exterior of each Commercial Building in good condition, order and repair and in harmony with the other Buildings shall be performed by the Owner of each respective Commercial Building.

E. Failure of Owner to Perform Required Maintenance. In the event that (i) the Owner of a Residential Unit does not maintain the windows, doors or garage doors of such Owner's Unit in a clean, neat, sightly condition consistent with the other Units, or (ii) the Owner of a Commercial Building does not maintain its Commercial Building as required in subparagraph 3 D above, the Association may, after fourteen (14) days written notice detailing the maintenance, repair, or replacement which it deems necessary or appropriate, perform the maintenance, repair or replacement and assess such Unit for such maintenance, repair, replacement or administration cost to include attorney fees, if necessary.

4. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

A. Membership Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

B. Voting In connection with and as an inseparable part of the ownership of each Unit, each Owner shall have a Percentage Vote, which the Owner shall be entitled to cast at each meeting of the Association on each matter on which the Owners may vote. The Percentage Vote allocable to each Unit shall be a number, expressed as a percentage, equal to the Pro-Rata Share of such Unit. Unless otherwise stated elsewhere in this Declaration or the By-Laws, matters to be undertaken by the Association requiring a vote of the Owners shall be undertaken only upon an affirmative vote by a majority of the total Percentage Vote represented at a meeting of the Association at which such matter is considered, provided a quorum is present. When more than one person or entity holds an interest in any Unit, all such persons shall be members. The Percentage Vote for such Unit shall be exercised by the person whom the collective members with respect to such Unit unanimously designate in writing to the Association. In no event shall such Percentage Vote be split into fractional parts and in no event shall more than one person cast the Percentage Vote with respect to any Unit. Each Percentage Vote cast with respect to a Unit shall presumptively be valid, but if such Percentage Vote is questioned by any member holding any interest in such Unit and if all such members holding an interest in the Unit are not in agreement as to the validity of the Percentage Vote for such Unit which is questioned, then such Percentage Vote shall not be counted.

C. Control Transfer Date Each Owner shall confer and shall be deemed to have conferred upon Declarant an irrevocable proxy to vote in such Owners' name, place and stead on any and all matters on which an Owner is entitled to vote under this Declaration or the By-Laws. The proxy shall be a right, coupled with an interest, which shall be irrevocable until the earliest to occur of the following events ("Control Transfer Date"):

- (i) the date Declarant voluntarily surrenders and terminates the proxies;
- (ii) the date that Units representing 80% of the total Percentage Vote of all of the Units have been conveyed from Declarant to others; or
- (iii) December 31, 1999.

Immediately after the Control Transfer Date Declarant shall make available to the Association all books, records, plans and other information in its possession regarding the activities of the Board and the Association.

D. Board of Directors After the Control Transfer Date, the members shall elect the Board as prescribed by the By-Laws. The Board shall manage the Association's affairs. The initial Board shall be appointed by Declarant and shall manage the Association's affairs until the Control Transfer Date.

E. Professional Management. The Association shall enter into a management agreement with a professional manager which will provide for supervision, management and maintenance of the Common Area and in general perform all the duties and obligations of the Association. No contract or agreement of the Association for professional management of the Association, and no other contract of the Association with Declarant, shall be for a term in excess of three (3) years. Any such contract or agreement shall provide for termination by either party with or without cause, and without any termination fee, by ninety (90) days' written notice.

F. Responsibilities of Association. The Association is hereby authorized to act and shall act on behalf, and in the name, place and stead, of the individual Owners in all matters pertaining to maintenance, repair and replacement of the Common Area, Exterior Maintenance, determination of Common Expenses and Limited Area Expenses, collection of annual and special Assessments, and granting of any approvals whenever and to the extent called for by the Declaration for the common benefit of all Owners. The Association shall also have the right, but not the obligation, to act on behalf of any Owner or Owners in seeking enforcement of the terms, covenants, conditions and restrictions contained in the Declaration. Neither the Association, nor its directors, officers or authorized agents, shall have any liability whatsoever to any Owner for any action taken under color of authority of the Declaration or for any failure to take any action called for by the Declaration. The Association shall procure and maintain casualty insurance for the Common Area and the Residential Buildings, liability insurance (including directors' and officers' insurance), and such other insurance as it deems necessary or advisable. The Association may contract for such services as management, snow removal and security control, and such other services as the Association deems necessary or advisable. If the Association enters into any such contracts prior to the Control Transfer Date, the Association shall indemnify and hold Declarant harmless from all liability and obligations with respect thereto.

G. Mortgagees' Rights. Any Mortgagee shall have the right, but not the obligation, to pay any overdue premiums on hazard insurance policies required to be maintained by the Association, or to secure new hazard insurance coverage in the event of a lapse of any such policies. Any Mortgagee making any payment pursuant to this paragraph shall be entitled to reimbursement from the Association promptly upon written demand therefor to the Association.

H. Primary Responsibility. Subject to the limitations set forth in the Declaration, the Association shall be primarily responsible for keeping the Common Area in a clean, orderly and well maintained condition and performing Exterior Maintenance and the Association and its agents shall have the right to enter upon the Residential Lots and Common Area at all reasonable times in order to fulfill this primary responsibility.

## 5. INSURANCE AND BONDS

The Association shall maintain at least the following insurance coverage and bonds and may obtain higher coverages or additional coverages if it deems such coverages necessary or appropriate for the Association:



A. The Association shall maintain in force such insurance protecting the Association against liability for property damage and personal injury occurring on or in connection with any and all of the Common Area and those portions of the Units for which the Association has responsibility for Exterior Maintenance, as the Board may deem appropriate but no less than a single limit of liability of two million dollars (\$2,000,000.00) for injury or death of a single person, two million dollars (\$2,000,000.00) for any one accident or occurrence and two million dollars (\$2,000,000.00) for injury to property, with a two million dollar (\$2,000,000.00) aggregate.

B. The Association shall maintain at all times insurance against loss or damage by fire and from other causes to the Residential Buildings for 100% of their replacement cost (not including any Owner's personal property) customarily insured against under standard extended coverage and replacement cost endorsements. Such casualty insurance may also contain an inflation guard endorsement, if available, and a building ordinance or law endorsement. All proceeds of casualty insurance shall be used for restoration of the casualty with any excess proceeds to be used as reserves of the Association. In the event that the insurance proceeds are insufficient to reconstruct the damaged Residential Unit or Residential Building, the remaining cost to restore such Residential Unit or Residential Building to as near as practicable the condition as it existed immediately preceding such casualty shall be a Residential Expense allocable to all Residential Owners. The Association shall diligently pursue the restoration of a damaged Residential Unit or Residential Building. The Association shall provide the Owner of the Residential Unit or Residential Building with the plans and specifications for restoration of the Residential Unit or Residential Building for such Owner's review within ninety (90) days of the damage (thirty (30) days for minor restorations). The Owner shall have thirty (30) days to provide comments on the plans and specifications, which comments shall be limited to the extent that the plans and specifications differ from the condition of the Residential Unit as it existed immediately preceding the damage. The Association shall proceed to have minor repairs completed within ninety (90) days of the damage, which ninety (90) day period shall not include any days during which adverse weather conditions would have prohibited such repairs. The Association shall have the Residential Unit or Residential Building restored in accordance with the Owner's comments, to the extent such comments do not increase the construction cost beyond the insurance proceeds, provided that the Residential Unit or Residential Building was insured at an amount equal to 100% of its replacement cost. The Association shall use its best efforts to have the Residential Unit or Residential Building reconstructed or repaired within one year of such damage.

C. Except as otherwise provided herein by way of Exterior Maintenance performed, and casualty insurance maintained by the Association, each Owner shall be solely responsible for loss of or damage to its Unit, the improvements located therein (including party walls) and personal property located in or on its Unit, however caused, and shall be solely responsible for obtaining its own insurance to cover any loss and risk.

D. The Association shall obtain a fidelity bond or fidelity insurance in an amount adjusted from time to time to be equal to 125% of the annual estimated Common Expenses, Residential Expenses and Limited Area Expenses, which bond shall cover acts of dishonesty or fraud of any member or employee of the Association that handles the Association's funds. A third party

management company shall also be required to obtain such bond or insurance to the extent it handles the Association's funds.

E. Neither Declarant, the Association or the Board, nor any member, shareholder, director, officer, employee or agent of any of the foregoing, shall be held liable or otherwise subject to any claim for damages in the event discretion to obtain insurance permitted by the Declaration is exercised or not exercised; provided, however, this paragraph 5.E. does not apply to insurance required to be obtained by the Association pursuant to this paragraph 5.

F. Each Commercial Owner shall maintain at all times insurance against loss or damage by fire and from other causes to such Commercial Building for 100% of its replacement cost (not including any Commercial Owner's personal property) customarily insured under standard extended coverage and replacement cost endorsements. Such casualty insurance shall also contain an inflation guard endorsement, if available, and a building ordinance or law endorsement. All proceeds of casualty insurance shall be used for restoration of the casualty with any excess proceeds to be used at such Commercial Owner's discretion. In the event that the insurance proceeds are insufficient to reconstruct the damage to such Commercial Building, the remaining cost to restore such Commercial Building to as new or as practicable the condition immediately preceding such casualty, shall be such Commercial Owner's expense. Each Commercial Owner shall diligently pursue the restoration of the damaged Commercial Building. The Commercial Owner shall proceed to have minor repairs completed within ninety (90) days of the damage, which ninety (90) day period shall not include any days during which adverse conditions would have prohibited such repairs. The Commercial Owner shall have the Commercial Building restored in accordance with the provisions of paragraph 7 hereunder. The Commercial Owner shall use its best efforts to have the Commercial Building reconstructed or repaired (in the event that more than minor repairs are needed) within one (1) year of such damage.

## 6. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Purpose of Assessments. (i) The Common Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Units, and promoting the health, safety and welfare of the Owners, users and occupants of the same, and, in particular, for improvement, repairing, operating and maintenance of the Common Area, including, but not limited to, payment of taxes and insurance thereon, if any, for the cost of labor, equipment, material and management furnished with respect thereto, and any and all other Common Expenses. Each Owner shall pay to the Association:

(a) A Pro-Rata Share of the annual Common Assessments fixed, established and determined from time to time as hereinafter provided;

(b) A Pro-Rata Share of any special Common Assessments fixed, established and determined from time to time as hereinafter provided; and

(c) Other Common Assessments against an individual Unit as permitted by this Declaration.

(ii) The Limited Area Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Limited Areas and Building 900 in general, and promoting the health, safety and welfare of the Building 900 Owners, users or occupants of the same, and, in particular, for improvement, repairing, operating and maintenance of the Limited Areas, including, but not limited to, payment of taxes and insurance thereon, if any, for the cost of labor, equipment, material and management furnished with respect thereto, and any and all other Limited Area Expenses. Each Building 900 Owner shall pay to the Association:

- (a) A Limited Area Pro-Rata Share of the annual Limited Area Assessments fixed, established and determined from time to time as hereinafter provided; and
- (b) A Limited Area Pro-Rata Share of any special Limited Area Assessments fixed, established and determined from time to time as hereinafter provided.

(iii) The Residential Assessments levied by the Association shall be used exclusively for the purpose of preserving the values of the Residential Units, and promoting the health, safety and welfare of the Residential Owners, users and occupants of the same, and the Exterior Maintenance of the Residential Buildings, payment of insurance as set forth in Paragraph 5.B, for the cost of labor, equipment, material and management furnished with respect thereto, and any and all other Residential Expenses. Each Residential Owner shall pay to the Association:

- (a) A Residential Pro-Rata Share of the annual Residential Assessments fixed, established and determined from time to time as hereinafter provided; and
- (b) A Residential Pro-Rata Share of any special Residential Assessments fixed, established and determined from time to time as hereinafter provided.

**B Pro-Rata Share.** The Pro-Rata Share of each Owner for purposes of this Declaration shall be the proportionate square footage of each Unit, as determined by data provided by the Army, in relation to the total square footage of all of the Units covered by the Declaration, which amounts are set forth on Schedule 1 of this Declaration. The Limited Pro-Rata Share of each Building 900 Owner for purposes of this Declaration shall be the proportionate square footage of each Unit within Building 900 in relation to the total square footage of all the Units within Building 900, which amounts are set forth on Schedule 1 of this Declaration. The Residential Pro-Rata Share of each Residential Owner for purposes of this Declaration, shall be the proportionate square footage of each Residential Unit in relation to the total square footage of all the Residential Units, which amounts are set forth on Schedule 1 of this Declaration.

C. Liability for Assessments Each Common Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be the personal liability of each Owner, shall be a charge on each Unit, and shall constitute a lien upon each Unit from and after the due date thereof in the Association's favor. Each Common Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Owner of each Unit at the time when the Common Assessment is due. Each Limited Area Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be the personal liability of each Building 900 Owner, shall be a charge on each such Unit, and shall constitute a lien upon each such Unit from and after the due date thereof in the Association's favor. Each Limited Area Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Building 900 Owner of each Unit at the time when the Limited Area Assessment is due. Each Residential Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall be the personal liability of each Residential Owner, shall be a charge on each Residential Unit, and shall constitute a lien upon each Residential Unit from and after the due date thereof in the Association's favor. Each Residential Assessment, together with any interest thereon and any costs of collection thereof, including attorneys' fees, shall also be the personal obligation of the Residential Owner of each Residential Unit at the time when the Residential Assessment is due. The lien for any Assessment shall for all purposes be subordinate to the lien of any Mortgagee under any mortgage recorded prior to the date such Assessment first became due and payable. No sale or transfer shall relieve any Unit from liability for any Assessments thereafter becoming due or from the lien thereof, nor shall any sale or transfer relieve any Owner of the personal liability imposed hereby. The personal obligation for delinquent Assessments (as distinguished from the lien upon the Unit) shall not pass to any successor in title unless such obligation is expressly assumed by such successor.

D. Basis of Annual Assessments The Board shall establish an annual budget prior to the beginning of each fiscal year, setting forth all anticipated Common Expenses, Limited Area Expenses and Residential Expenses for the coming fiscal year, which shall include a reasonable allowance for working capital, contingencies and reserves as the Board deems appropriate. A copy of this budget shall be delivered to each Owner at least thirty (30) days prior to the beginning of each fiscal year of the Association.

E. Basis of Special Assessments Should the Board at any time during a fiscal year determine that the Common Assessments, Limited Area Assessments, or Residential Assessments respectively, levied for such year may be insufficient to pay the Common Expenses, Limited Area Expenses, or Residential Expenses, respectively, for such year, the Board shall call a special meeting of the Association to consider imposing such special Common Assessments, Limited Area Assessments, or Residential Assessments, respectively, as may be necessary to meet the Common Expenses, Limited Area Expenses, or Residential Expenses, respectively, for such year. A special Common Assessment, Limited Area Assessment, or Residential Assessment, respectively, shall be imposed only with the approval of two-thirds (2/3) Percentage Vote of the Owners present at a meeting called for such purpose (notice and quorum requirements for such a meeting are set forth in

paragraph 6(J) below), and shall be due and payable on the date(s) determined by such Owners or, if not so determined, then as may be determined by the Board. In addition to the Board's right to impose Special Limited Area Assessments hereunder, the Building 900 Owners may impose a special Limited Area Assessment upon the written consent of at least three (3) of the four (4) Building 900 Owners that a special Limited Area Assessment is necessary. In the event of such a consent, all of the Building 900 Owners shall be bound to pay such special Limited Area Assessment as though it had been approved as otherwise required hereunder.

F. Fiscal Year, Date of Commencement of Assessments; Due Dates The Association's fiscal year shall be the calendar year and may be changed from time to time by the Board. The first annual Assessment shall be made for the balance of the Association's fiscal year in which such Assessment is made. Assessments shall be due and payable monthly on the first day of each calendar month, except that the Board may from time to time by resolution authorize and require the payment of such Assessments in quarterly, semi-annual or annual installments.

G. Duties of Association

(i) The Board shall cause proper books and records of levy and collection of each annual and special Assessment to be kept and maintained, including a roster setting forth the identification of each Unit and each Assessment applicable thereto, which books and records shall be kept in the Association's office and shall be available for inspection and copying by each Owner (or a duly authorized representative of any Owner) at reasonable times during the Association's regular business hours. Except as may otherwise be provided in the By-Laws, the Association shall cause financial statements to be prepared at least annually for each fiscal year of the Association, and shall furnish copies of the same to any Owner or Mortgagee upon request. The Board shall cause written notice of all Assessments levied by the Association to be mailed to the Owners or their designated representatives. Notices of the amounts of the annual Assessments and the amounts of the installments thereof shall be sent annually within thirty (30) days following the determination thereof. Notices of the amounts of special (or any other) Assessments shall be sent as promptly as practicable. Common Assessments made pursuant to paragraph 6.A.(i)(c) shall be due and payable on the later of the date set forth in such notice or thirty (30) days after such notice is mailed. If such notice is mailed less than thirty (30) days prior to the due date of the Common Assessment to which such notice pertains, payment of such Common Assessment shall not be deemed past due for any purpose if paid by the Owner within thirty (30) days after the date of actual mailing of such notice.

(ii) The Association shall promptly furnish upon request to any Owner, prospective purchaser, title insurance company or Mortgagee a certificate in writing signed by an officer or agent of the Association, setting forth the extent to which Assessments have been levied and paid with respect to any Unit in which the requesting party has a legitimate interest. As to any person relying thereon, such certificate shall be conclusive evidence of the amount levied or paid.

(iii) The Association shall notify any Mortgagee from which it has received a written request for notice: (a) of any default in performance of any obligation under the Declaration by any Owner which is not cured within sixty (60) days; (b) of any condemnation or casualty loss that affects either a material portion of the Subdivision or the Unit securing its mortgage; and (c) of any proposed action which requires the consent of the Mortgagees or a specified percentage thereof as set forth in the Declaration.

H Nonpayment of Assessments; Remedies of Association.

(i) If any Assessment is not paid on the date when due, then such Assessment shall be deemed delinquent and shall, together with any interest thereon and any cost of collection thereof, including attorneys' fees, become a continuing lien on the Unit against which such Assessment was made, and such lien shall be binding upon and enforceable as a personal liability of the Owner of such Unit as of the date of levy of such Assessment, and shall be enforceable against the interest of such Owner, and all future successors and assigns of such Owner, in such Unit; provided, however, that such lien shall be subordinate to any first mortgage on such Unit recorded prior to the date on which such Assessment becomes due.

(ii) If any Assessment upon any Unit is not paid within thirty (30) days after the due date, such Assessment and all costs of collection thereof, including attorneys' fees, shall bear interest from the date of delinquency until paid at a rate of eighteen percent (18%) per annum, and the Association may bring an action in any court having jurisdiction against the delinquent Owner to enforce payment of the same and/or to foreclose the lien against such Owner's Unit, and there shall be added to the amount of such Assessment all costs of such action, including the Association's attorneys' fees, and, if a judgment is obtained, such judgment shall include such interest, costs and attorneys' fees.

I. Adjustments. If the amounts actually expended by the Association for Expenses in any fiscal year exceed the amounts budgeted and assessed for Expenses for that fiscal year, the amount of such deficit may be recouped either by inclusion in the budget for annual Assessments for the following fiscal year or by the making of one or more special Assessments for such purpose, at the Association's option. If the amounts budgeted and assessed for Expenses in any fiscal year, other than amounts for reserves, contingencies and working capital, exceed the amount actually expended by the Association for Expenses for that fiscal year, a Pro-Rata Share, Limited Pro-Rata Share or Residential Pro-Rata Share, as applicable, of such excess shall be a credit against the Assessment(s) due from each affected Owner for the next fiscal year(s).

J. Notice and Quorum for Imposition of Special Assessments Written notice of any meeting called for the purpose of imposing special Assessments shall be sent to all Owners not less than thirty (30) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Owners entitled to cast fifty percent (50%) of the total Percentage Vote shall constitute a quorum. If the required quorum is not present, another meeting may be called

subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

K. Subordination of Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage recorded prior to the date on which such Assessment becomes due. Sale or transfer of any Unit shall not affect the Assessment lien. No sale or transfer shall relieve the Owner of such Unit from liability for any Assessments becoming due prior to such sale or transfer, provided, however, that sale or transfer of any Unit pursuant to foreclosure of any first mortgage on such Unit (without the necessity of joining the Association in any such foreclosure action), or any proceedings or deed in lieu thereof, shall extinguish the lien of all Assessments first becoming due after the date of recordation of such mortgage but prior to the date of such sale or transfer.

7. CHARACTER OF SUBDIVISION.

A. In General. No structure shall be erected, altered, placed or permitted to remain upon any Lot, and no Exterior Maintenance shall be performed on any Building without the prior written consent of the Committee. The foregoing shall only be done in accordance with the Architectural Covenants, Historic Covenants, PUD Zoning Ordinance and Deed Restrictions. The Percentage Vote, Pro-Rata Share, Limited Area Pro-Rata Share and Residential Pro-Rata Share for each Unit shall not change as a result of any subsequent alteration or addition. Declarant may use or may permit the use of any Unit as a model or sales office.

B. Accessory Outbuilding Prohibited. No accessory outbuilding shall be erected on any Lot other than a garage and an attached storage area of uniform size, color and architecture, all in accordance with the Initial Baseline Standards.

C. Other Restrictions. The Real Estate shall be subject to all covenants, easements, restrictions and limitations of record, and to all governmental zoning authority and regulations affecting the Real Estate, including those restrictions set forth in the Umbrella Declaration, Architectural Covenants, Historic Covenants, PUD Zoning Ordinance and Deed Restrictions.

D. Landscaping or Exterior Construction. Any proposed landscaping on any Lot, or construction on or alteration of any Building or Lot, or construction of any exterior structure or amenity on a Lot (such as, but not limited to, a deck, patio, exterior light fixture, basketball goal, swing set, gym set) must be approved in advance and in writing by the Committee as set forth in paragraph 9, and shall be done in accordance with the Architectural Covenants, Historic Covenants, PUD Zoning Ordinance and Deed Restrictions. The following requirements shall be applicable unless the Committee shall approve otherwise: (i) all utility facilities in the Subdivision will be underground, except where required to be placed above ground by the individual utility supplier; (ii) no additional parking will be permitted on a Lot other than in the garage; (iii) whenever possible, all utility meters and HVAC units in the Subdivision will be located in places unseen or screened from the fronts of

the dwellings; (iv) no outside fuel storage tanks will be permitted and no gasoline storage will be permitted above or below ground in the Subdivision; and (v) all windows in the Subdivision will be of the same style and type as exist at the date of this Declaration, unless otherwise directed by the SHIPO.

E. Common Area No structure or other improvement shall be erected on any part of the Common Area by anyone other than Declarant without the Committee's prior written approval.

F. Maintenance of Lots. The Owner of any Lot shall at all times maintain the yard of such Lot and any improvements situated thereon, which are not expressly the responsibility of the Association to maintain as set forth in this Declaration, in such a manner as to prevent the same from becoming unsightly and, specifically, such Owner shall, by way of example:

(i) Mow and care for the lawn at such times as may reasonably be required in order to prevent unsightly growth of vegetation and weeds (except that as to the Building 900 Owners, this shall be the Association's responsibility and shall be considered a Limited Area Expense);

(ii) Remove all debris or rubbish;

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

(iv) Cut down and remove dead trees (except that as to the Building 900 Owners, this shall be the Association's responsibility and shall be considered a Limited Area Expense);

(v) Keep the windows in such a state of repair or maintenance as to avoid their becoming unsightly; and

(vi) Maintain the porch in a neat, orderly and sightly condition.

G. USE. Units shall be used for purposes consistent with the PUD Zoning Ordinance.

H. ADDITIONAL RULES AND REGULATIONS. All Owners and members of their families, their guests, or invitees, and all occupants of any Unit or other persons entitled to use the same, shall observe and be governed by such additional rules and regulations as may from time to time be promulgated and issued by the Board.

I. LEASING. No Owner may rent or lease its Unit for transient or hotel purposes. Any Owner who leases a Unit shall lease the entire Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and any failure of the lessee to comply with the terms of the Declaration shall be a default under the lease.



8. MISCELLANEOUS PROVISIONS AND PROHIBITIONS.

A. Nuisances. No noxious or offensive activities shall be carried on in the Subdivision, nor shall anything be done in the Subdivision that shall become or be an unreasonable annoyance or nuisance to any Owner. Neither Declarant, any officer, director, agent, employee or contractor thereof, the Association, nor any Owner shall be liable for any damage which may result from enforcement or nonenforcement of the provisions of this paragraph.

B. Animals. No animals shall be kept or maintained in the Subdivision except usual household pets in types and numbers which may be established by the Board from time to time, and, in such case, such household pets shall be kept reasonably quiet, controlled and on a leash whenever outside, so as not to become a nuisance, and subject to the provisions of the By-laws.

C. Vehicle Parking. Except for the Commercial Buildings, all campers, trailers, recreational vehicles, boats, commercial vehicles or similar vehicles and all other vehicles shall be parked in the garage and not on Lawton Loop or on the street behind the Buildings, except for temporary parking of delivery vehicles on the street behind the Buildings. There shall be no parking for the Commercial Buildings on Lawton Loop Drive, Kent Avenue or on the street behind the Buildings. All parking for the Commercial Buildings shall be in the parking lots servicing the respective Commercial Buildings.

D. Garbage, Trash and Other Refuse. No Owner shall burn or permit the burying out-of-doors of garbage or other refuse, nor shall any Owner accumulate or permit the accumulation out-of-doors of refuse except as permitted in subparagraph E below.

E. Trash Receptacles. 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 or abutting the Subdivision at any time, except at the times when refuse collections are being made.

F. Satellite Dishes, Antennas. Satellite dishes no more than 2.5 feet in diameter shall be the only antennae permitted in the Subdivision. The dish must be located in the rear of each unit.

G. Other Restrictions. The By-laws may contain additional restrictions on the use and enjoyment of the Units.

9. ARCHITECTURAL REVIEW COMMITTEE.

A. Powers of Committee.

(i) In General. No dwelling, building, structure or improvement of any type or kind (including, but not limited to, landscaping and exterior painting) shall be constructed, placed, altered or made on any Lot in the Subdivision, without the Committee's prior written approval. Such approval shall be obtained only after written application has been made to the

Committee by the Owner of the Lot requesting authorization from the Committee. An application for approval by the Committee shall not be submitted until the Owner receives all other necessary approvals for such matter (including, but not limited to, approval of the SHIPO and ARC, if required for such matter). Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to such scale as the Committee may require. Plans submitted for a building or improvement location permit shall bear the Committee's stamp or signature acknowledging approval thereof.

(ii) Power of Disapproval. The Committee may refuse permission to construct, place, alter or make the requested improvement, when:

(a) the plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of the Declaration, the Architectural Covenants, the Historic Covenants or any other applicable covenants or restrictions;

(b) the design, color scheme or use of materials is not in harmony with the Subdivision;

(c) the proposed improvements or any part thereof would, in the Committee's opinion, be contrary to the interests, welfare or rights of all or any part of the other Owners; or

(d) any other person whose approval is required disapproves thereof.

**B. Additional Approvals**

(a) In addition to approval by the Committee, any proposed improvements must be approved by the ARC as provided in the PUD Zoning Ordinance.

(b) No construction, alteration, remodeling or any other actions shall be taken which would affect the integrity or appearance of any Building or Lot, except in accordance with the Historic Covenants.

C. Duties of Committee. The Committee may establish written architectural control guidelines, in addition to the Architectural Covenants, and shall, if such guidelines have been established, make a copy available to any Owner upon request. Such guidelines may be amended from time to time as the Committee may determine, subject to review and approval by the Board. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information has been submitted to it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing and, if such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

D. Liability of Committee. Neither the Committee nor any member or agent thereof, nor Declarant, the ARC or the SHIPO shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, or for any defects in any work done according thereto, or liable to anyone for approval or disapproval except in the event of willful misconduct or fraud.

E. Inspection. The Committee, the ARC and the SHIPO may inspect work being performed with its permission to assure compliance with the Declaration and applicable covenants, restrictions, agreements and regulations.

F. Remedies for Failure to Obtain Approval. If any improvements are made in the Subdivision without first obtaining the Committee's approval as required herein, or any other required approvals, the Association and the Committee shall have the enforcement rights set forth in paragraph 10.D., and may require improvements made without such approval to be removed or renovated by whatever means the Association and/or the Committee deems appropriate, with the costs thereof, including attorneys' fees, to become a lien against the defaulting Owner's Unit or Lot, subject to collection (with interest) in the manner described in paragraph 6.H.

## 10. REMEDIES

A. In General. Any party to whose benefit the Declaration inures, including Declarant, the Association or any Owner, may proceed at law or in equity to prevent occurrence or continuation of any violation of the Declaration, but neither Declarant nor the Association shall be liable for damages of any kind to any person for failing to abide by, enforce or carry out any of the terms and provisions hereof.

B. Government Enforcement. The Metropolitan Development Commission of Marion County (the "Commission"), its successors and assigns, shall have no right, power or authority to enforce any covenants or restrictions contained herein, other than those covenants and restrictions, if any, that expressly run in favor of the Commission; provided however, that nothing herein shall be construed to prevent the Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-A0-3, as amended, or any conditions to approval of the Plat by the Commission's Plat Committee.

C. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any provision of the Declaration shall be held to be a waiver by such party of (or an estoppel of such party to assert) any right available to it upon occurrence, recurrence or continuation of such violation.

D. Remedies for Failure to Comply. If any Owner fails fully to observe and perform the obligations set forth herein, and if such failure is not cured within thirty (30) days after written notice of the same is given by the Association, the Association shall have the right to commence judicial proceedings to abate or enjoin such failure, and to take such further action as may be allowed at law or in equity to correct such failure after commencement of such proceedings. If such failure causes or threatens to cause immediate and substantial harm to any property outside of such defaulting Owner's Unit or to any person, the Association shall have the right to enter upon such Unit or immediately to seek injunctive relief for the purpose of correcting such failure, and any harm or damage caused thereby, without any liability whatsoever on the Association's part. All costs incurred by the Association in connection with any act or proceeding undertaken to abate, enjoin or correct such failure, including attorneys' fees and court costs, shall be payable by the defaulting Owner upon demand by the Association, and shall immediately become a lien against its Unit, subject to payment and collection in the manner provided for collection of Assessments by the Association. The Association's rights under this paragraph shall be in addition to all other enforcement rights hereunder, at law or in equity.

#### 11. EFFECT OF BECOMING AN OWNER

The Owners of any Unit or Lot, by acceptance of a deed conveying title thereto, whether from Declarant or a subsequent Owner of such Unit or Lot, shall accept such deed subject to each and every covenant and restriction contained herein. By acceptance of such a deed, an Owner acknowledges Declarant's rights and powers with respect to the Declaration, and also, for itself, its legal representatives, successors and assigns, covenants and agrees with Declarant and with the Owners and subsequent Owners of each of the other Lots to keep, observe, comply with and perform such covenants and restrictions.

#### 12. TITLES

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

#### 13. DURATION AND AMENDMENT

A. Duration. The Declaration shall be effective for an initial term of twenty (20) years and shall automatically renew for additional terms of ten (10) years each, in perpetuity, unless as of

the end of any term both the Owners constituting ninety percent (90%) of the total Percentage Vote of all the Units and the Mortgagees of Units constituting at least ninety percent (90%) of the total Percentage Vote of all the Units vote to terminate the Declaration, in which case the Declaration shall terminate as of the end of the term during which such vote was taken. Notwithstanding the preceding sentence, all easements created or reserved by the Declaration shall be perpetual unless otherwise expressly indicated.

B. Amendments Generally. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting at which the proposed amendment is to be considered. A resolution to adopt a proposed amendment may be proposed by a majority of the Board of Directors or Owners constituting in the aggregate at least a majority of the total Percentage Vote of all the Units. The resolution concerning a proposed amendment must be adopted by vote at a meeting duly called and held in accordance with the provisions of the By-laws. Mortgagees shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Association in accordance with the provisions hereof. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

C. Amendments. Any proposed amendment to this Declaration must be approved by the Owners constituting at least two-thirds (2/3) of the total Percentage Vote of all the Units; provided, however, that any such amendment of the Declaration shall require Declarant's prior written approval prior to the Control Transfer Date. Each such amendment must be evidenced by a written instrument, signed and acknowledged by the Association's duly authorized officers, and by Declarant when such approval is required, setting forth facts sufficient to indicate compliance with this paragraph, including as an exhibit or addendum thereto a certified copy of the minutes of the Association meeting at which the necessary actions were taken, and such amendment shall not be effective until recorded in the Office of the Recorder of Marion County, Indiana.

D. Amendments by Declarant. Declarant hereby reserves the right at any time, and from time to time, to make such amendments to the Declaration as may be deemed necessary or appropriate thereby, without any other person's approval, in order to bring the Declaration into compliance with the requirements of any public agency having jurisdiction thereof, any agency guaranteeing, insuring or approving mortgages, or any entity that regularly purchases mortgages for resale in the secondary mortgage market, to enable reasonable development of, construction on and sale of the Units; provided, however, that Declarant shall not be entitled to make any amendment which has a material adverse effect on any Mortgagee's rights, or which substantially impairs the benefits of the Declaration to any Owner or substantially increases the obligations imposed by the Declaration on any Owner. Declarant further reserves the right to make such amendments to the Declaration as may be deemed necessary or appropriate by Declarant, without any other person's approval, which amendments shall be fully effective in accordance with their terms.

E. Special Amendments. Subject to the other requirements of this paragraph 13, unless Mortgagees of Units constituting at least three-fourths (3/4) of the total Percentage Vote and Owners

of Units constituting three-fourths (3/4) of the total Percentage Vote have given their prior written approval, the Association shall not be entitled to:

(i) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any material part of the Common Area (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area by the Association shall not be deemed a transfer within the meaning of this clause);

(ii) reduce the amount or type of insurance coverages or bonds required to be maintained by the Association;

(iii) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner, the method of voting, or the responsibility for Exterior Maintenance of Residential Buildings or Commercial Buildings;

(iv) by act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to architectural design or exterior appearance of Buildings, Exterior Maintenance of Buildings, maintenance of the Common Area, or upkeep of lawns and plantings in the Subdivision; or

(v) use hazard insurance proceeds for losses to any of the Common Area other than for repair, replacement or reconstruction of the Common Area.

provided, however, no amendment to this Declaration shall be adopted which changes the Percentage Vote for a Unit or the corresponding Pro-Rata Share, Limited Pro-Rata Share or Residential Pro-Rata Share for such Unit without the approval of 100% of the Percentage Vote of all of the Units and 100% of the Mortgagees of all of the Units.

#### 14. RIGHTS OF MORTGAGEES.

Except to the extent otherwise provided in paragraph 6 K., no breach of the Declaration shall defeat or render invalid the lien of any mortgage now existing or hereafter executed upon any portion of the Subdivision; provided, however, that, if all or any portion of the Subdivision is sold under foreclosure of any mortgage, any purchaser at such sale, and its successors and assigns, shall hold any and all land so purchased subject to the Declaration.

#### 15. NOTICES.

All notices shall be in writing and shall be deemed given on the date deposited in the U.S. Mail, postage prepaid, certified or registered mail, return receipt requested, addressed as follows:

If to Declarant:                      VLB Associates, Incorporated  
One Indiana Square, Suite 2530  
Indianapolis, IN 46204

If to Association  
or the Committee:

Lawton Loop West Association, Inc.,  
or Lawton Loop West Architectural Committee  
5745 Lawton Loop East Drive  
Indianapolis, IN 46216

Notices to an Owner shall be sent to the address provided by such Owner to the Association or to such Owner's Unit. Declarant, the Association and the Committee may change addresses for notice purposes by notice to the Owners. An Owner may change addresses for notice purposes by notice to the Association.

16. CONDEMNATION

If any part of the Common Area is taken by eminent domain or transferred in lieu thereof, the proceeds shall be used by the Association to restore or replace that which was taken or transferred, and if the same is not reasonably practicable, shall be retained by the Association as reserves.

17. SEVERABILITY

Every provision of the Declaration is hereby declared to be independent of and severable from the other provisions thereof and of and from every combination of the provisions thereof. Therefore, if any of the provisions of the Declaration shall be held to be invalid or unenforceable, or to lack the quality of running with the Real Estate, such holding shall be without effect upon the validity, enforceability or "running" quality of any other provision thereof.

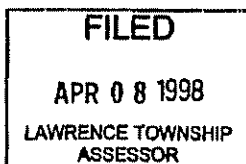
18. FORT HARRISON UMBRELLA ASSOCIATION

The Association shall be a member of the Fort Harrison Umbrella Association as contemplated in the PUD Zoning Ordinance. The Board shall appoint a representative of the Association to represent the Association and vote the Association's interest in the Fort Harrison Umbrella Association.

IN WITNESS WHEREOF, witness the signature of Declarant this 8<sup>th</sup> day of April, 1998.

VLB ASSOCIATES, INCORPORATED

By: Virginia L. Basham, Pres.  
Virginia L. Basham, President



STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Virginia L. Basham, the President of VLB Associates, Inc., an Indiana corporation, and acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of Lawton Loop West as such officer acting for and on behalf of such corporation.

WITNESS my hand and Notarial Seal this 8<sup>th</sup> day of Apr, 1, 1998.

Michele M. Holanda  
Michele M. Holanda Notary Public and  
Resident of Hamilton, Indiana.  
My Commission Expires 11-5-01.

This instrument was prepared by, and after recording returned to, Heather K. Olinger, Attorney, Ice Miller Donadio & Ryan, One American Square, Box 82001, Indianapolis, Indiana 46282-0002, (317) 236-5833.



**Schedule 1**

**Percentage Vote Per Unit**

<b>Unit</b>	<b>Gross Square Footage</b>	<b>Percentage Vote (based on Pro-Rata Share)</b>	<b>Pro-Rata Share (Square Footage)</b>	<b>Limited Area Pro-Rata Share (Square Footage)</b>	<b>Residential Pro-Rata Share (Square Footage)</b>
623	(vacant)	N/A	N/A		N/A
624	2,243	.91%	.0091		N/A
643A	4,979	2.03%	.0203		.0231
643B	4,979	2.03%	.0203		.0231
644A	4,979	2.03%	.0203		.0231
644B	4,979	2.03%	.0203		.0231
645A	4,979	2.03%	.0203		.0231
645B	4,979	2.03%	.0203		.0231
646 (single family)	6,698	2.73%	.0273		.0311
647A	6,026	2.46%	.0246		.0279
647B	6,025	2.46%	.0246		.0279
648A	4,979	2.03%	.0203		.0231
648B	4,979	2.03%	.0203		.0231
649A	6,026	2.46%	.0246		.0279
649B	6,025	2.46%	.0246		.0279
650A	4,979	2.03%	.0203		.0231
650B	4,979	2.03%	.0203		.0231
651A	6,026	2.46%	.0246		.0279
651B	6,025	2.46%	.0246		.0279
652 (single family)	6,698	2.73%	.0273		.0311
653A	6,026	2.46%	.0246		.0279
653B	6,025	2.46%	.0246		.0279
654A	6,026	2.46%	.0246		.0279
654B	6,025	2.46%	.0246		.0279
655 (single family)	8,090	3.30%	.0330		.0376
656A	6,026	2.46%	.0246		.0279
656B	6,025	2.46%	.0246		.0279
657 (single family)	6,698	2.73%	.0273		.0311
658A	6,026	2.46%	.0246		.0279
658B	6,025	2.46%	.0246		.0279
659A	6,030	2.46%	.0246		.0280
659B	6,029	2.46%	.0246		.0280
660A	4,979	2.03%	.0203		.0231
660B	4,979	2.03%	.0203		.0231
661 (single family)	6,698	2.73%	.0273		.0311
662A	3,300	1.35%	.0135		.0154
662B	6,500	2.65%	.0265		.0302
662C	3,300	1.35%	.0135		.0154
663	13,495	5.50%	.0550		N/A
664	8,213	3.35%	.0335		N/A
665	5,557	2.27%	.0227		N/A
669	N/A	N/A	N/A		N/A
900					
900A	2,872	1.17%	.0117	.25	.0133
900B	2,872	1.17%	.0117	.25	.0133
900C	2,872	1.17%	.0117	.25	.0133
900D	2,872	1.17%	.0117	.25	.0133
<b>Totals</b>	<b>245,142</b>	<b>100%</b>	<b>1.0000</b>	<b>1.00</b>	<b>1.0000</b>

TRACT I - LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 4 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 79.01 feet; thence South 77 degrees 33 minutes 19 seconds West 25.00 feet to the POINT OF BEGINNING, which point is at the intersection of the northeastern boundary of Otis Avenue with the southwestern boundary of Lawton Loop East Drive:

Thence North 81 degrees 50 minutes 32 seconds West 7 91 feet along said boundary of Otis Avenue; thence North 75 degrees 12 minutes 32 seconds West 642.38 feet along said boundary to the southeastern boundary of Lawton Loop West; thence along the right-of-way of said Lawton Loop West the following eight (8) calls: (1) thence North 31 degrees 53 minutes 56 seconds East 164.81 feet; (2) thence North 11 degrees 56 minutes 04 seconds East 215.50 feet; (3) thence North 08 degrees 08 minutes 54 seconds West 168.88 feet; (4) thence North 10 degrees 10 minutes 11 seconds West 157.30 feet; (5) thence North 01 degree 12 minutes 34 seconds West 157.96 feet; (6) thence North 10 degrees 34 minutes 29 seconds East 155.17 feet; (7) thence North 20 degrees 44 minutes 24 seconds East 163.75 feet; (8) thence North 30 degrees 30 minutes 07 seconds East 12.25 feet to the southwesterly boundary of Funston Drive; thence South 65 degrees 58 minutes 21 seconds East 450.54 feet along the boundary of said Funston Drive to the westerly boundary of Lawton Loop East Drive; thence along the boundary of said Lawton Loop East Drive the following eight (8) calls: (1) thence South 04 degrees 01 minute 39 seconds West 133.10 feet; (2) thence South 07 degrees 05 minutes 39 seconds East 146.87 feet; (3) thence South 21 degrees 00 minutes 15 seconds East 148.56 feet; (4) thence South 27 degrees 29 minutes 04 seconds East 202.37 feet; (5) thence South 06 degrees 45 minutes 17 seconds East 154.75 feet; (6) thence South 11 degrees 17 minutes 32 seconds West 138.14 feet; (7) thence South 25 degrees 15 minutes 33 seconds West 237.48 feet; (8) thence South 12 degrees 26 minutes 41 seconds East 28.93 feet to the POINT OF BEGINNING and containing 14.986 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-15-5 KGG 11/07/97.

Exhibit A1

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TRACT 2 - LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet oalong the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 11 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 183.87 feet; thence North 85 degrees 58 minutes 21 seconds West 25.00 feet to the POINT OF BEGINNING of this description, said POINT OF BEGINNING being the intersection of the northeastern boundary of Funston Drive with the westerly boundary of Lawton Loop East Drive:

Thence North 65 degrees 58 minutes 21 seconds West 293.97 feet along the boundary of said Funston Drive to the southeastern boundary of Kent Avenue: the following eight (8) courses being along the boundary of said Kent Avenue; (1) thence South 89 degrees 45 minutes 09 seconds East 50.17 feet; (2) thence North 59 degrees 21 minutes 55 seconds East 98.29 feet; (3) thence North 37 degrees 46 minutes 45 seconds East 118.51 feet; (4) thence North 27 degrees 25 minutes 01 second East 278.29 feet; (5) thence North 41 degrees 42 minutes 45 seconds East 98.82 feet; (6) thence North 68 degrees 44 minutes 07 seconds East 88.92 feet; (7) thence North 85 degrees 06 minutes 43 seconds East 69.13 feet; (8) thence South 79 degrees 58 minutes 13 seconds East 1.58 feet to the northwesterly boundary of Lawton Loop East Drive; the following five (5) courses being along the boundary of said Lawton Loop East Drive; (1) thence South 36 degrees 48 minutes 47 seconds West 8.99 feet; (2) thence South 35 degrees 28 minutes 50 seconds West 179.13 feet; (3) thence South 27 degrees 04 minutes 01 second West 274.64 feet; (4) thence South 13 degrees 15 minutes 45 seconds West 223.30 feet; (5) thence South 04 degrees 01 minute 39 seconds West 6.96 feet to the POINT OF BEGINNING and containing 2.017 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-15-5 KGG 11/07/97

Exhibit A2

TRACT 3 - LAWTON ESTATES

A part of the Southeast Quarter, and a part of the Northeast Quarter, of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

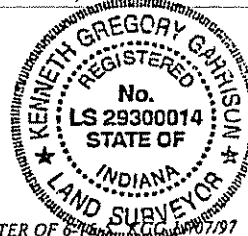
COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 11 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 148.17 feet to the centerline of Funston Road; thence North 65 degrees 58 minutes 21 seconds West 462.37 feet along the centerline of said Funston Road; thence North 24 degrees 01 minute 39 seconds East 25.00 feet to the POINT OF BEGINNING of this description, which point is the intersection of the southeastern boundary of Lawton Loop West Drive with the northwestern boundary of Kent Avenue:

The following eleven (11) courses being along the boundary of said Lawton Loop West Drive; (1) thence North 30 degrees 30 minutes 07 seconds East 138.78 feet; (2) thence North 13 degrees 41 minutes 05 seconds East 320.78 feet; (3) thence North 18 degrees 43 minutes 46 seconds East 374.80 feet; (4) thence North 54 degrees 25 minutes 34 seconds East 56.74 feet; (5) thence North 85 degrees 13 minutes 53 seconds East 33.18 feet; (6) thence South 65 degrees 11 minutes 14 seconds East 212.43 feet; (7) thence South 74 degrees 32 minutes 25 seconds East 141.68 feet; (8) thence South 50 degrees 32 minutes 25 seconds East 45.53 feet; (9) thence South 28 degrees 33 minutes 17 seconds East 61.66 feet; (10) thence South 08 degrees 16 minutes 10 seconds West 97.89 feet; (11) thence South 36 degrees 48 minutes 47 seconds West 27.58 feet to the northwestern boundary of said Kent Avenue; the following eight (8) courses being along the boundary of said Kent Avenue: (1) thence North 79 degrees 58 minutes 13 seconds West 33.37 feet; (2) thence South 85 degrees 06 minutes 43 seconds West 82.87 feet; (3) thence South 68 degrees 44 minutes 07 seconds West 108.12 feet; (4) thence South 41 degrees 42 minutes 45 seconds West 117.10 feet; (5) thence South 27 degrees 25 minutes 01 second West 280.14 feet; (6) thence South 37 degrees 46 minutes 45 seconds West 104.45 feet; (7) thence South 59 degrees 21 minutes 55 seconds West 74.95 feet; (8) thence North 88 degrees 26 minutes 02 seconds West 157.83 feet to the Point of Beginning and containing 6.045 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 5 EAST, MARION COUNTY, INDIANA, NOVEMBER 7, 1997

Exhibit A3

TRACT 4 - LAWTON ESTATES

A part of the Southeast Quarter, and a part of the Northeast Quarter, of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 15 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 188.81 feet; (12) thence North 13 degrees 15 minutes 45 seconds East 218.25 feet; (13) thence North 27 degrees 04 minutes 01 second East 269.77 feet; (14) thence North 35 degrees 28 minutes 50 seconds East 177.00 feet; (15) thence North 36 degrees 48 minutes 47 seconds East 91.56 feet; thence South 53 degrees 11 minutes 13 seconds East 28.21 feet to the POINT OF BEGINNING of this description, which point is the intersection of the easterly boundary of Lawton Loop East Drive with the northerly boundary of Kent Avenue:

The following nineteen (19) courses being along the boundary of said Lawton Loop East Drive and the boundary of Lawton Loop West; (1) thence North 23 degrees 23 minutes 36 seconds East 13.82 feet; (2) thence North 08 degrees 16 minutes 10 seconds East 127.25 feet; (3) thence North 28 degrees 33 minutes 17 seconds West 88.02 feet; (4) thence North 50 degrees 32 minutes 25 seconds West 65.87 feet; (5) thence North 74 degrees 32 minutes 25 seconds West 148.22 feet; (6) thence North 65 degrees 11 minutes 14 seconds West 221.55 feet; (7) thence South 85 degrees 13 minutes 53 seconds West 60.16 feet; (8) thence South 54 degrees 25 minutes 34 seconds West 86.62 feet; (9) thence South 18 degrees 43 minutes 46 seconds West 393.10 feet; (10) thence South 13 degrees 41 minutes 05 seconds West 315.60 feet; (11) thence South 30 degrees 30 minutes 07 seconds West 198.23 feet; (12) thence South 20 degrees 44 minutes 24 seconds West 172.47 feet; (13) thence South 10 degrees 34 minutes 29 seconds West 164.77 feet; (14) thence South 01 degree 12 minutes 34 seconds East 167.04 feet; (15) thence South 10 degrees 10 minutes 11 seconds East 160.34 feet; (16) thence South 08 degrees 08 minutes 54 seconds East 159.14 feet; (17) thence South 11 degrees 56 minutes 04 seconds West 197.74 feet; (18) thence South 32 degrees 06 minutes 46 seconds West 154.48 feet; (19) thence South 42 degrees 49 minutes 53 seconds West 30.43 feet to the northerly boundary of Otis Avenue; thence North 84 degrees 42 minutes 53 seconds West 32.65 feet along the boundary of said Otis Avenue; thence North 73 degrees 14 minutes 40 seconds West 256.01 feet along the boundary of said Otis Avenue; thence North 17 degrees 45 minutes 27 seconds East 15.12 feet to the westerly boundary of Fort Benjamin Harrison State Park as monumented and described by Beam, Longest and Neff, Inc.; the following twelve (12) courses being along said park boundary: (1) North 20 degrees 30 minutes 02 seconds East 411.78 feet; (2) thence North 07 degrees 28 minutes 44 seconds West 594.67 feet; (3) thence North 16 degrees 18 minutes 16 seconds East 454.69 feet; (4) thence North 52 degrees 46 minutes 06 seconds East 386.18 feet; (5) thence North 03 degrees 02 minutes 48 seconds West 182.60 feet; (6) thence North 06 degrees 12 minutes 38 seconds East 245.16 feet; (7) thence North 67 degrees 05 minutes 20 seconds East 282.60 feet; (8) thence South 88 degrees 31 minutes 23 seconds East 189.95 feet; (9) thence South 57 degrees 17 minutes 37 seconds East 87.81 feet; (10) thence South 67 degrees 03 minutes 13 seconds East 457.52 feet; (11) thence South 19 degrees 07 minutes 18 seconds East 155.17 feet; (12) thence South 09 degrees 07 minutes 40 seconds West 255.35 feet to the northerly boundary of Kent Avenue; thence South 12 degrees 25 minutes 33 seconds West 14.53 feet along the boundary of said Kent Avenue; thence North 77 degrees 35 minutes 55 seconds West 176.83 feet along the boundary of said Kent Avenue to the Point of Beginning and containing 19.595 acres, more or less

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*  
Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO THE SOUTHEAST CORNER OF SOUTHEAST QUARTER 6-

Exhibit A4

TRACT 5 (REV.)- LAWTON ESTATES

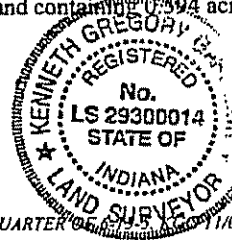
A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 4 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 13 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 42.90 feet to the centerline of Otis Avenue; (the next 3 calls being along the centerline of said Otis Avenue); (1) thence North 81 degrees 50 minutes 31 seconds West 45.47 feet; (2) thence North 75 degrees 12 minutes 32 seconds West 641.75 feet; (3) thence North 84 degrees 42 minutes 46 seconds West 102.02 feet; thence South 05 degrees 17 minutes 14 seconds West 25.00 feet to the POINT OF BEGINNING of this description, which point is the intersection of the southwesterly boundary of Otis Avenue with the northwesterly boundary of Lawton Road;

Thence South 44 degrees 30 minutes 42 seconds West 20.43 feet along the boundary of said Lawton Road; thence South 10 degrees 34 minutes 36 seconds West 155.98 feet along the boundary of said Lawton Road; thence North 63 degrees 05 minutes 15 seconds West 178.94 feet; thence North 18 degrees 43 minutes 41 seconds East 141.68 feet to the southwesterly boundary of said Otis Avenue; thence South 73 degrees 14 minutes 40 seconds East 163.99 feet along the boundary of said Otis Avenue to the Point of Beginning and containing 0.594 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*  
Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 16 NORTH, RANGE 5 EAST, MARION COUNTY, INDIANA, NOVEMBER 7, 1997.

Exhibit A5

|| || |

\_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ | \_\_\_\_\_ |

TRACT 6 - LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the Southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; thence along the centerline of said Lawton Loop East Drive North 01 degree 04 minutes 58 seconds East 232.87 feet; thence North 13 degrees 49 minutes 13 seconds West 110.04 feet along said centerline; thence North 00 degrees 53 minutes 48 seconds East 166.49 feet along said centerline; thence North 12 degrees 26 minutes 41 seconds West 99.40 feet along said centerline; thence North 25 degrees 15 minutes 33 seconds East 232.01 feet along the centerline of said Hess Avenue; thence North 11 degrees 17 minutes 32 seconds East 145.17 feet along said centerline; thence North 06 degrees 45 minutes 17 seconds West 163.29 feet along said centerline; thence North 27 degrees 29 minutes 04 seconds West 147.69 feet along said centerline; thence North 64 degrees 06 minutes 41 seconds East 25.01 feet to the northeastern boundary of Lawton Loop East Drive and the POINT OF BEGINNING of this description:

Thence North 27 degrees 29 minutes 04 seconds West 57.12 feet along said northeastern boundary; thence North 21 degrees 00 minutes 15 seconds West 139.63 feet along said northeastern boundary; thence North 77 degrees 35 minutes 07 seconds East 201.99 feet; thence South 20 degrees 26 minutes 11 seconds East 149.83 feet; thence South 64 degrees 06 minutes 41 seconds East 192.49 feet to the point of beginning and containing 0.788 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*  
Kenneth Gregory Garrison, L.S.  
No, 29300014, State of Indiana



Exhibit A6

TRACT 7 LAWTON ESTATES

A part of the Southeast Quarter of Section 6, Township 16 North, Range 5 East, Marion County, Indiana, described as follows:

COMMENCING at the southeast corner of said quarter section; thence South 89 degrees 30 minutes 04 seconds West 910.77 feet along the south line of said quarter section to the centerline of Lawton Loop East Drive; (the next 15 calls being along the centerline of said Lawton Loop East Drive); (1) thence North 01 degree 04 minutes 58 seconds East 232.87 feet; (2) thence North 13 degrees 49 minutes 14 seconds West 110.04 feet; (3) thence North 00 degrees 53 minutes 48 seconds East 166.49 feet; (4) thence North 12 degrees 26 minutes 41 seconds West 99.40 feet; (5) thence North 25 degrees 15 minutes 33 seconds East 232.01 feet; (6) thence North 11 degrees 17 minutes 32 seconds East 145.17 feet; (7) thence North 06 degrees 45 minutes 17 seconds West 163.29 feet; (8) thence North 27 degrees 29 minutes 04 seconds West 205.53 feet; (9) thence North 21 degrees 00 minutes 15 seconds West 144.09 feet; (10) thence North 07 degrees 05 minutes 39 seconds West 141.39 feet; (11) thence North 04 degrees 01 minute 39 seconds East 188.81 feet; (12) thence North 13 degrees 15 minutes 45 seconds East 218.25 feet; (13) thence North 27 degrees 04 minutes 01 second East 269.77 feet; (14) thence North 35 degrees 28 minutes 50 seconds East 177.00 feet; (15) thence North 36 degrees 48 minutes 47 seconds East 33.93 feet; thence South 53 degrees 11 minutes 13 seconds East 25 00 feet to the POINT OF BEGINNING of this description, which point is the intersection of the southeastern boundary of Kent Avenue with the southeastern boundary of Lawton Loop East Drive:

Thence South 79 degrees 57 minutes 52 seconds East 29.57 feet along the boundary of said Kent Avenue; thence South 77 degrees 34 minutes 27 seconds East 172.84 feet along the boundary of Kent Avenue; thence South 17 degrees 46 minutes 57 seconds West 342.17 feet; thence North 55 degrees 01 minute 12 seconds West 284.70 feet to the southeastern boundary of Lawton Loop East Drive; thence North 27 degrees 04 minutes 01 second East 40 00 feet along the boundary of said Lawton Loop East Drive; thence North 35 degrees 28 minutes 50 seconds East 174.87 feet along the boundary of said Lawton Loop East Drive; thence North 36 degrees 48 minutes 47 seconds East 33.64 feet along the boundary of said Lawton Loop East Drive to the point of beginning and containing 1.620 acres, more or less.

Given under my hand and seal this 7th day of November, 1997.

*Kenneth Gregory Garrison*

Kenneth Gregory Garrison, L.S.  
No. 29300014, State of Indiana



ADDED ADDITIONAL ENTRY CALLS TO SOUTHEAST CORNER OF SOUTHEAST QUARTER OF 6-15-5 KGG 11/07/97.

Exhibit A7



**Exhibit B**

**Lawton Loop West  
Initial Baseline Standards**

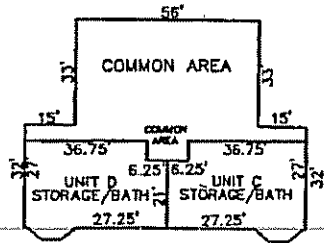
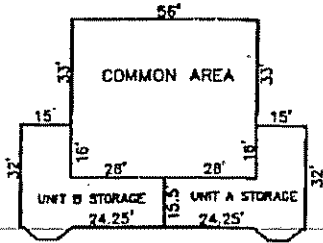
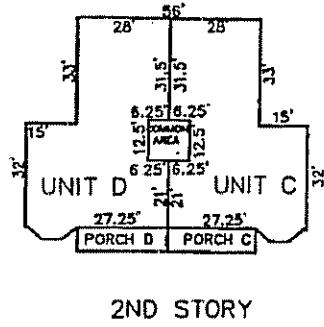
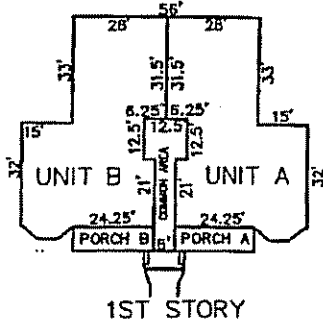
1. **Exterior Paint:** Exterior trim shall be scraped, caulked and painted with paint approved by Committee and SHIPO (or his appointed representative). It must be a semi gloss, all weather paint. The Committee and SHIPO (or his appointed representative) shall provide the paint manufacturer and specific paint reference number. Any rotten wood found shall be replaced with like wood, primed and two coats of paint. Exterior trim includes building trim, screened porches, columns, exterior doors, etc. Windows shall be caulked. Brick is not to be high pressure washed.
2. **Roof:** Roof shall be checked for damage and repaired if necessary. Any missing shingles shall be replaced.
3. **Flashing:** All flashing shall be checked for damage and repaired if necessary. Any loose or missing nails shall be replaced. All flashing shall be caulked.
4. **Gutters:** All gutters and downspouts shall be cleaned. Any repairs necessary shall be made. Gutters shall be disconnected from sewers and drainpipes if connected to the sanitary sewer system. Splash blocks shall be installed.
5. **Screened Porch:** New porch doors shall be installed.
6. **Exterior Doors:** Wooden doors (front and back) shall remain; old glass panes shall remain and/or be replaced with similar panes. Doors shall be sanded and painted with the same white paint as used for the house trim. Porch doors, storm doors and basement doors shall be replaced with white aluminum door as approved by the Committee and SHIPO (or his appointed representative). All doors shall match.
7. **House Numbers:** All house numbers shall match in style and be approved by the Committee and SHIPO (or his appointed representative). House number shall be located in the same area on the same column as directed by the Committee and SHIPO (or his appointed representative). Each unit shall be numbered and standardized in accordance with the current street address.
8. **Mail Boxes:** New mailboxes shall be mounted on the rear of the house and in the same location. The Committee and SHIPO (or his appointed representative) shall approve mailboxes.
9. **Garage Doors:** All garage doors are to be white paneled doors as approved by the Committee and SHIPO (or his appointed representative). All doors shall match in appearance and material.

EXHIBIT C

FLOOR PLAN OF BUILDING 900

BUILDING  
900 (QUAD)  
3-STORY  
BRICK

1" = 20'

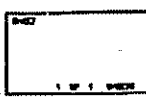


NO.	REVISION



Project / Location	
Client	
Contract	
Date	
Scale	1" = 20'
Sheet No.	11/24/97

FLOOR PLAN  
BUILDING 900  
LAWTON LOOP ESTATES  
Lawrence, INDIANA  
Consulting Engineers - Architects  
ROAW Corporation  
Dunkersport, PA



Reduced 50% 1" = 40'

8

0190 57279

Re-recording  
2002-0113357

Cross Reference: Instrument Number 1998-0060485

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
OF  
LAWTON LOOP WEST**

*EWJ*  
*20 Sept 2002*

This First Amendment to the Declaration of Covenants, Restrictions and Easements of Lawton Loop West (this "First Amendment") is made this 26~~th~~ day of April, 2002, by Lawton Loop West Association, Inc., an Indiana non-profit corporation (the "Association").

WHEREAS, the following facts are true:

- A. On April 8, 1998, the Declaration of Covenants, Restrictions and Easement of Lawton Loop West (the "Declaration") was recorded in the office of the Recorder of Marion County, Indiana, as Instrument Number 1998-0060485.
- B. Pursuant to Paragraph 13, Duration and Amendment, the Association desired to amend the Declaration in order to convert Building No. 662 from a 3 unit building into a 4 unit building.
- C. The Owners constituting at least two-thirds (2/3) of the total Percentage Vote of all the Units have approved of this First Amendment in accordance with the provisions of Paragraph 13 of the Declaration, and attached hereto as Exhibit A is a copy of the minutes of the Association, which the undersigned officers of the Association hereby certify as being a true and correct copy of such minutes.

NOW, THEREFORE, the Association amends the Declaration as follows:

1. Subparagraph 1(xx) of the Declaration is hereby deleted in its entirety and shall hereafter read as follows:

"Residential Unit" shall mean a Residential Lot and the improvements thereon, except that in the case of Building No. 900 and No. 662, it shall mean any of the four (4) residences located within Building No. 900 and any of the four (4) residences located within Building No. 662."

2. Subparagraph 1(s) of the Declaration is hereby deleted in its entirety and shall hereafter read as follows:

Exhibit C

"Control Transfer Date" is defined in Paragraph 4C."

3. Schedule 1 attached to the Declaration is hereby deleted and is replaced with Schedule 1 attached hereto.

4. Except as amended herein, all other terms and conditions of the Declaration shall remain in full force and effect.

5. All terms not otherwise defined herein and appearing with their initial letter capitalized shall have the meaning set forth in the Declaration.

IN WITNESS WHEREOF, this First Amendment has been executed by the parties hereto as of the date first above written.

LAWTON LOOP WEST ASSOCIATION, INC., an Indiana non-profit corporation.

By: [Signature]  
Phillip M. Bly, President

By: [Signature]  
Linda S. Congdon, Secretary

STATE OF INDIANA )  
                                  )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Phillip M. Bly, the President of Lawton Loop West Association, Inc., an Indiana non-profit corporation, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 26<sup>th</sup> day of September, 2002.

[Signature]  
Notary Public

My commission expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_



LINDA L. LINGENFELTER  
STATE OF INDIANA  
RESIDENT OF SHELBY COUNTY  
MY COMMISSION EXPIRES: OCT. 16, 2009

STATE OF INDIANA )  
 )  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Linda Congdon, the Secretary of Lawton Loop West Association, Inc., an Indiana non-profit corporation, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 24<sup>th</sup> day of ~~April~~ <sup>September</sup>, 2002. :

Linda L. Lingenfelter  
Notary Public

My commission expires: \_\_\_\_\_ County of Residence: \_\_\_\_\_



LINDA L. LINGENFELTER  
STATE OF INDIANA  
RESIDENT OF SHELBY COUNTY  
MY COMMISSION EXPIRES: OCT. 18, 2009.

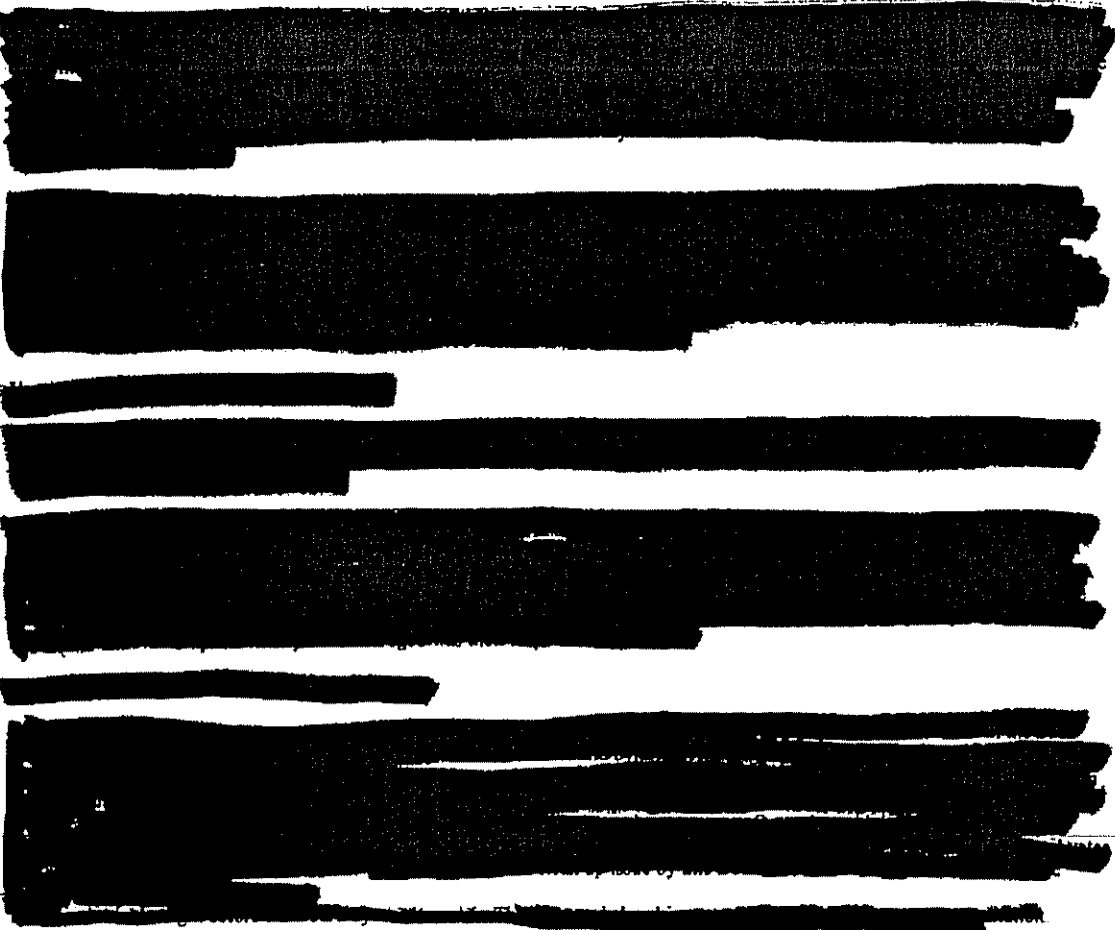
This instrument prepared by: Stephen A. Backer, Backer & Backer, P.C., 8710 N. Meridian Street, Indianapolis, IN 46260.

Schedule I

Percentage Vote Per Unit

	<u>Gross Square Footage</u>	<u>Percentage Vote (based on Pro-Rate Share)</u>	<u>Pro-Rate Share (Square Footage)</u>	<u>Limited Area Pro-Rate Share (Square Footage)</u>	<u>Residential Pro-Rate Share (Square Footage)</u>
623	(vacant)	N/A	N/A		N/A
624	2,243	.91%	.0091		.0231
643A	4,979	2.03%	.0203		.0231
643B	4,979	2.03%	.0203		.0231
644A	4,979	2.03%	.0203		.0231
644B	4,979	2.03%	.0203		.0231
645A	4,979	2.03%	.0203		.0311
645B	4,979	2.03%	.0203		.0279
646 (single family)	6,698	2.46%	.0246		.0279
647A	6,026	2.46%	.0246		.0231
647B	6,025	2.46%	.0203		.0231
648A	4,979	2.03%	.0203		.0279
648B	4,979	2.46%	.0246		.0279
649A	6,026	2.46%	.0246		.0231
649B	6,025	2.03%	.0203		.0231
650A	4,979	2.03%	.0203		.0279
650B	4,979	2.46%	.0246		.0279
651A	6,026	2.46%	.0246		.0311
651B	6,025	2.73%	.0273		.0279
652 (single family)	6,698	2.46%	.0246		.0279
653A	6,026	2.46%	.0246		.0279
653B	6,025	2.46%	.0246		.0279
654A	6,026	2.46%	.0246		.0376
654B	6,025	3.30%	.0330		.0279
655 (single family)	8,090	2.46%	.0246		.0279
656A	6,026	2.46%	.0246		.0311
656B	6,025	2.73%	.0273		.0279
657 (single family)	6,698	2.46%	.0246		.0279
658A	6,026	2.46%	.0246		.0280
658B	6,025	2.46%	.0246		.0280
659A	6,030	2.46%	.0246		.0231
659B	6,029	2.03%	.0203		.0231
660A	4,979	2.03%	.0203		.0311
660B	4,979	2.73%	.0273		
661 (single family)	6,698				.0154
662		1.35%	.0135		.0154
662A	3,300	1.33%	.0133		.0154
662B	3,250	1.35%	.0135		.0151
662C	3,300	1.32%	.0132		N/A
662D	3,250	5.50%	.0550		N/A
663	13,495	3.35%	.0335		N/A
664	8,213	2.27%	.0227		N/A
665	5,557	N/A	N/A		N/A
669	N/A				
900		1.17%	.0117	.25	.0133
900A	2,872	1.17%	.0117	.25	.0133
900B	2,872	1.17%	.0117	.25	.0133
900C	2,872	1.17%	.0117	.25	.0133
900D	2,872	1.17%	.0117		
<b>Totals</b>	<b>245,142</b>	<b>100%</b>	<b>1.0000</b>	<b>1.00</b>	<b>1.0000</b>





**Carol Lockhart – building 662 background information.**

Building 662 was never a residential unit as far as a living facility. It was a dormitory with no kitchens but rather lots of bathrooms and sleeping areas.

Dan Hall purchased the building and has been working with the Reuse Authority, and the DNR to renovate the building. The City of Lawrence has also received copies of his building plans for review. Materials being used for the interior are at the meeting for review. The center section is huge and is going to be divided into two units. No percentage vote is being changed that affects other homeowners. The percentage vote is based on square footage and the square footage of the unit remains unchanged. A perfect example on a larger scale is the building across the parade field that VLB is converting into living units. The information on this change has been posted in minutes of at least four Board meetings – all Board meetings are open to any homeowner - from at least four board meetings that have been ready for homeowner pickup or delivered directly to all homeowners. Those homeowners asking questions of Board members regarding this issue have been informed of what was going on with the Reuse Authority, the DNR and the Board regarding building 662. Several homeowners have asked to see the blueprints. All those that contacted the Board have had their questions answered to the fullest extent the Board knew the information. Mr. Meeske challenged the idea and Carol asked why he did not speak up a month ago after reading the minutes of the Board meetings. Debbie Leeper stated this building was deteriorating and no one previously attempted to get the owner, VLB & Associates, to secure the building against at least the liability of someone getting into the building and getting injured. Vagrants lived in the building from time to time. Trash, water in the basement and "50,000" beer cans were in the building.

The voting shares are based on square footage and it was left to the attorney to work out the Covenant change. According to the Board attorney, a 66% vote is necessary to change the building to a quad

This is a specialized building and that is why it can be split. No homeowner can divide their home into boarding houses. This unit, 662, was never a "home". Brad Black stated mortgagees must be notified but as of the date the notices went out for an Association meeting, no mortgagee had notified the Board Secretary requesting information from the Board of meetings etc

Dan Hall has cleaned up the area and has torn down the cinder block garages. He will be replacing the ugly garage structure with brick two car garages, one for each unit. Dan Hall stated that Mark Branaman is holding up the permits until the covenant change



Mark replied with the statement that Mr. Sterrett is in charge of permitting for units and that he, Mark, is only a consultant to the Reuse Authority. Dan Hall cannot get permits without the change by the homeowners. The "city does not approve projects that are in direct violation of covenants that are in place" Mark Branaman. However the garages were built without approval from the DNR.

Dan Hall's attorney has reviewed the covenants; he is a real estate attorney, the Board attorney, retained by the previous Board, had reviewed all documentation and drew up the changes that if passed would be recorded.

Someone at the meeting stated that it was hard to believe that someone living on the Loop was not aware of this vote. The minutes from numerous meetings noted the change needing numerous approvals and also stated that the DNR and the Reuse Authority had approved the project. Again, those that wanted additional information from the Board were given all information they required. If one does not wish to contact the Board to get information that is that homeowner's choice.

When Mary Jo Brandt asked to have a vote by a show of hands allowing the vote to be taken now rather than come back in 30 plus days there were only three negative votes. The Board and other homeowners had numerous proxy/attorney in fact forms to vote for absentee unit owners.

Don Tidwell stated he was in favor of the vote that evening. Further he stated that any unit owner wanting to challenge the vote that unit owner could get their attorney to challenge the vote. The vote could be a negative – until the vote is taken it is not known if the vote would be successful for the change. The vote is 66% of the total unit owners, according to the Board attorney – anyone can challenge the attorney the Board has hired but that is why the previous Board hired this attorney.

Don Tidwell "We are trying to get a better neighborhood." Let's get this abandoned building occupied. Dan Hall stated these would be high-end units – more expensive than those on the East side of the Loop.

Debbie Leeper stated, "while the clubhouse is falling down due to disrepair lets at least get this building done and done with quality." "Let this man get on with the work he is doing", Debbie Leeper.

Mark Branaman stated to Judy Tidwell that there were not enough funds in the budget to cover the legal fees for what was being done this evening.

The voting sheets were handed out along with the paperwork for the homeowners to read regarding the change. Questions were answered. Kurt Meeske and Mark Branaman left the meeting before the vote was taken.

The outcome of the vote was positive for the change. The Covenant change would be signed and notarized Monday or Tuesday and taken downtown for recording. Copies would be given to the Board attorney and Dan Hall. Dan Hall needed the document to get his permits.

Dan Hall stated he would go down to get the permits as soon as the documents were filed as he was told he could get them once the homeowners voted (positively) for the middle unit being two condos. The garages and the renovations would all be done at once and he would like to have the building completed before the end of the year.

Karl Stoffer stated homeowners should get involved and ask questions or not complain.

**ALL BOARD MEETINGS ARE OPEN TO ALL UNIT OWNERS. EVERYONE KNOWS THE MAILING ADDRESS FOR THE BOARD AND WHERE THE BOARD MEMBERS LIVE. IF YOU HAVE QUESTIONS ASK!!!**

Dan Hall stated he is around a lot and wants to cooperate with the Association and the unit owners.

The meeting was adjourned at 9:40PM

Minutes respectfully submitted by Linda Congdon, Secretary Lawton Loop West Association.

**Lawton Loop west Homeowners Association  
Meeting  
June 18, 2002**

The Lawton Loop West Homeowners Association Board meeting was called to order at 8:00 PM.

Board members present were: Phill Bly, Linda Congdon, Judy Tidwell, and Carol Lockhart. Karen Powers arrived at 8:20PM.

There were no homeowners attending the meeting.

All present were asked if anyone objected to the meeting being recorded. The recording will be used to type the minutes for delivery to the homeowners. There were no objections and the meeting was recorded.

There were no previous Board minutes for review at this meeting.

**New Mail:**

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]

**Issue: Building 662 (Dan Hall)**

The Board went over the issues regarding this building reconfiguration of square footage. All documents had been received from the Fort Harrison Reuse Authority and with the Department of Natural Resources (DNR). A meeting on other issues had been scheduled with the Reuse authority and the City of Lawrence representative (Deputy Mayor Ricks) and the direct question was asked if either party had any comments about the building. Both parties were extremely happy and supportive to see the building's deterioration stopped and its reconstruction started. Both parties had been asked if they could attend the meeting to discuss the issue. Deputy Mayor Ricks had a funeral to attend and Lynn Boese of the FHRA had other obligations that evening.

The building changes were discussed within various Board minute records available to all homeowners. Several issues of the minutes were delivered to every homeowner even though it was announced at the annual meeting the minutes were to be picked up at the Board secretary's home. Several homeowners upon reading the minutes requested additional details. The architectural drawings and landscaping plans were allowed available for viewing. Dan Hall was also available for all homeowners to question about the building changes.

The Board attorney was consulted, as was the attorney for Dan Hall. Dan Hall was told a bill for reimbursement of Board legal fees would have to be paid whether or not the issue passed.

Upon counting the votes, the only YES votes that were deemed valid were those having the signatures of the homeowner or attorney in fact. There was at least one YES vote that was not counted – form did not have a signature of the voting party. Several homeowners attending the meeting did not vote either way – no form turned in for the unit. A few homeowners who did not attend the meeting also did not turn in a form. There were a number of attorney-in-fact forms turned in allowing others to vote for a unit.

The YES votes were 75.24%

Cross Reference: Instrument Number 1998-0060485

**FIRST AMENDMENT TO THE  
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS  
OF  
LAWTON LOOP WEST**

*ac* This First Amendment to the Declaration of Covenants, Restrictions and Easements of Lawton Loop West (this "First Amendment") is made this 13 day of April, 2002, by Lawton Loop West Association, Inc., an Indiana non-profit corporation (the "Association").

**WHEREAS**, the following facts are true:

- A. On April 8, 1998, the Declaration of Covenants, Restrictions and Easement of Lawton Loop West (the "Declaration") was recorded in the office of the Recorder of Marion County, Indiana, as Instrument Number 1998-0060485.
- B. Pursuant to Paragraph 13, Duration and Amendment, the Association desired to amend the Declaration in order to convert Building No. 662 from a 3 unit building into a 4 unit building.
- C. The Owners constituting at least two-thirds (2/3) of the total Percentage Vote of all the Units have approved of this First Amendment in accordance with the provisions of Paragraph 13 of the Declaration, and attached hereto as Exhibit A is a copy of the minutes of the Association, which the undersigned officers of the Association hereby certify as being a true and correct copy of such minutes.

**NOW, THEREFORE**, the Association amends the Declaration as follows:

- 1. Subparagraph 1(xx) of the Declaration is hereby deleted in its entirety and shall hereafter read as follows:

"Residential Unit" shall mean a Residential Lot and the improvements thereon, except that in the case of Building No. 900 and No. 662, it shall mean any of the four (4) residences located within Building No. 900 and any of the four (4) residences located within Building No. 662."

- 2. Subparagraph 1(s) of the Declaration is hereby deleted in its entirety and shall hereafter read as follows:

06/17/02 01:34PM HANNA MARTIN MARION CTY RECORDER DJ5 14.00 PAGES: 3

Inst # 2002-0113357

"Control Transfer Date" is defined in Paragraph 4C "

3 Schedule 1 attached to the Declaration is hereby deleted and is replaced with Schedule 1 attached hereto.

4 Except as amended herein, all other terms and conditions of the Declaration shall remain in full force and effect.

5 All terms not otherwise defined herein and appearing with their initial letter capitalized shall have the meaning set forth in the Declaration.

IN WITNESS WHEREOF, this First Amendment has been executed by the parties hereto as of the date first above written.

LAWTON LOOP WEST ASSOCIATION, INC., an Indiana non-profit corporation

By: [Signature]  
Phillip M. Bly, President

By: [Signature]  
Linda S. Congdon, Secretary

STATE OF INDIANA     )  
  )  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Phillip M. Bly, the President of Lawton Loop West Association, Inc., an Indiana non-profit corporation, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 17<sup>th</sup> day of <sup>JUNE</sup>~~April~~, 2002.

[Signature]  
Vera B. McKee, Notary Public

My commission expires: Sept. 26, 2009 County of Residence: Marion

STATE OF INDIANA     )  
                                  )  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Linda Congdon, the Secretary of Lawton Loop West Association, Inc., an Indiana non-profit corporation, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 17<sup>th</sup> day of <sup>JUNE JBm</sup> April, 2002.

Vera B McKee  
VERA B McKee, Notary Public

My commission expires: Sept. 26, 2009 County of Residence: Marion



This instrument prepared by: Stephen A. Backer, Backer & Backer, P.C., 8710 N. Meridian Street, Indianapolis, IN 46260.

MARTIN A. WOMBACKS  
RECORDER

98-54064-38

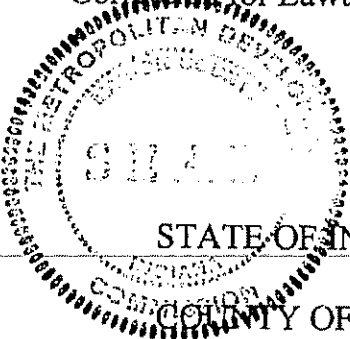
SUBJECT: PLAT CORRECTION FOR LAWTON ESTATES  
FOR TRANSFER

PLAT CORRECTION FOR LAWTON ESTATES

2  
FILED  
NOV 20 2002  
LAWRENCE TOWNSHIP  
ASSESSOR

The undersigned, Thomas L. Sipe, a Registered Land Surveyor, does hereby certify that the Amended Plat of Lawton Estates recorded April 3, 1998 as instrument no. 98-54064 in the Office of the Recorder of Marion County, Indiana contain a scrivener's error in that there was a designation of the lot immediately southeast of lot 665 ("Southeast Lot") as "limited common area for lots 665, 664, and lot 624." In fact, the correct designation of the Southeast Lot is lot 623. Therefore, any documents executed after the recording date of the Amended Plat of Lawton Estates which reference lot 623 are deemed to be correct.

IN WITNESS WHEREOF, the undersigned has executed this Plat Correction for Lawton Estates this 11<sup>th</sup> day of November, 2002.



*Thomas L. Sipe*  
Thomas L. Sipe, Registered Land  
Surveyor No. 80040397



STATE OF INDIANA )  
) SS:  
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Thomas L. Sipe, and acknowledged the execution of the foregoing Plat Correction of Lawton Estates.

WITNESS MY HAND AND NOTARIAL SEAL this 11 day of November, 2002.

My Commission Expires:  
3-7-2010

*Laurie A. Griffin*  
Notary Public - Signature

My County of Residence:  
Marion

Laurie A. Griffin  
Notary Public - Printed

This document was prepared by: J. David Clossin, Attorney at Law

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