

agreements, covenants, conditions, restrictions, easements, assessments, charges and liens of the Declaration, as the same may be amended or supplemented from time to time as therein provided.

3. Effect of Covenants. All such provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, shall be covenants running with the land and shall be binding upon, and inure to the benefit of Developer and any other person or entity having any right, title or interest in the Real Estate, or any part thereof.

4. Declaration Continuous. Except as expressly supplemented by this Seventh Supplement, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, this Seventh Supplement has been executed by Developer as of the date first above written.

By: Davis Development, L.P.,
an Indiana limited partnership

By: Davis Development, Inc.,
general partner

By: 
C. Richard Davis
President

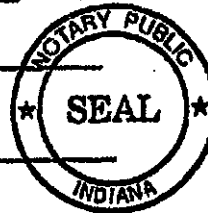
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Davis Development, Inc., who acknowledged the execution of the foregoing Seventh Supplement to Declaration of Covenants, Conditions and Restrictions of Liberty Creek North and Stratford Glen.

WITNESS my hand and Notarial Seal this 22nd day of December, 1993.

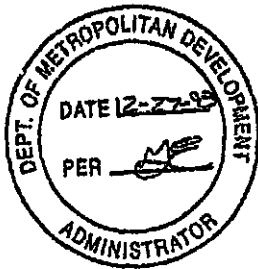
Li-Ching Wu
Notary Public

Li-Ching Wu
Printed Name



My Commission Expires: 4-21-96

Residing in Hamilton County



RECEIVED

DEC 22 1993

PIKE TOWNSHIP
ASSESSOR

JOHN P. VON ARX
DIRECTOR
DEC 21 3 03 7 99 PM '93

This instrument was prepared by C. Richard Davis, President of Davis Development, Inc., 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240 (317)595-2900.

EXHIBIT "A"

LIBERTY CREEK NORTH, SECTION 8
LAND DESCRIPTION

Part of the North Half of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 35, Township 17 North, Range 2 East; thence along the South line thereof and along the North line of the Northwest Quarter of said Section 1, South 89 degrees 09 minutes 41 seconds West (assumed bearing) 1095.46 feet to the Northeast corner of Strafford Glen, Section One, as per plat thereof recorded September 26, 1991, as Instrument #91-99414 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 40 minutes 35 seconds East along the East line thereof 69.81 feet; thence South 47 degrees 35 minutes 02 seconds East 408.03 feet to the Point of Beginning; thence South 12 degrees 46 minutes 49 seconds West 94.99 feet; thence South 01 degrees 23 minutes 15 seconds East 139.99 feet to a point on a curve, the radius point of which bears North 01 degrees 23 minutes 15 seconds West 225.00 feet from said point; thence Easterly along said curve 12.03 feet to a point which bears South 04 degrees 29 minutes 56 seconds East from said radius point; thence South 00 degrees 40 minutes 35 seconds East 611.32 feet; thence South 84 degrees 59 minutes 21 seconds East 106.20 feet; thence South 89 degrees 57 minutes 11 seconds East 275.35 feet; thence South 82 degrees 44 minutes 39 seconds East 85.24 feet; thence South 74 degrees 32 minutes 44 seconds East 64.04 feet; thence South 63 degrees 35 minutes 05 seconds East 123.58 feet to a point on the West line of Liberty Creek North, Section Six as per plat thereof recorded on September 26, 1991, as Instrument #91-99412 in the said Recorder's Office (the next four courses are along the Westerly lines of said Liberty Creek North, Section Six): (1) thence North 44 degrees 56 minutes 00 seconds East 146.17 feet; (2) thence North 26 degrees 24 minutes 55 seconds East 150.00 feet; (3) thence North 30 degrees 56 minutes 47 seconds East 180.00 feet; (4) thence North 48 degrees 56 minutes 25 seconds East 164.19 feet; thence North 63 degrees 12 minutes 01 seconds West 128.34 feet; thence North 62 degrees 51 minutes 24 seconds West 107.95 feet; thence North 44 degrees 23 minutes 19 seconds West 420.20 feet; thence North 00 degrees 50 minutes 09 seconds West 35.34 feet; thence South 89 degrees 09 minutes 41 seconds West 278.94 feet; thence South 76 degrees 49 minutes 28 seconds West 200.86 feet; thence North 47 degrees 35 minutes 02 seconds West 63.2 feet to the Point of Beginning, containing 15.659 acres, more or less.

**LIBERTY CREEK NORTH, SECTION 9
LAND DESCRIPTION**

Part of the North half of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Section 35, Township 17 North, Range 2 East; thence along the South line thereof and along the North line of the Northwest Quarter of said Section 1, South 89 degrees 09 minutes 41 seconds West (assumed bearing) 1095.46 feet to the Northeast corner of Stratford Glen, Section One, as per plat thereof recorded September 26, 1991, as instrument #91-99414 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 40 minutes 35 seconds East along the East line thereof 757.00 feet to the Southeast corner of said Stratford Glen, Section One, and the Northeast corner of Stratford Glen, Section Two, as per plat thereof recorded August 10, 1992, as instrument #92-105147 in the said Recorder's Office (the next seven courses are along the East and South lines of said Stratford Glen, Section Two); (1) thence South 00 degrees 40 minutes 35 seconds East 413.00 feet; thence North 89 degrees 19 minutes 25 seconds East 170.00 feet; thence South 84 degrees 59 minutes 21 seconds East 120.59 feet; thence North 00 degrees 40 seconds 35 minutes West 611.32 feet to a point on a non-tangent curve, the radius point of which bears North 04 degrees 29 minutes 56 seconds West 225.00 feet; thence Westerly along said curve 12.03 feet to a point which bears South 01 degrees 23 minutes 15 seconds East from said radius point; thence North 01 degrees 23 minutes 15 seconds West 139.99 feet; thence North 12 degrees 46 minutes 49 seconds East 94.99 feet; thence South 47 degrees 35 minutes 02 seconds East 63.22 feet; thence North 76 degrees 49 minutes 28 seconds East 200.86 feet; thence North 89 degrees 09 minutes 41 seconds East 278.94 feet; thence South 00 degrees 50 minutes 19 seconds East 35.34 feet; thence South 44 degrees 23 minutes 19 seconds East 420.20 feet; thence South 62 degrees 51 minutes 24 seconds East 107.95 feet; thence South 63 degrees 12 minutes 01 seconds East 128.34 feet to a point on the Westerly line of Liberty Creek North, Section Six as per plat thereof recorded on September 26, 1991, as instrument #91-99412 in said Recorder's Office (the following two courses are along the Westerly boundary of said Liberty Creek North, Section Six); (1) thence North 48 degrees 56 minutes 26 seconds East 164.19 feet; (2) thence North 16 degrees 31 minutes 57 seconds West 416.28 feet to the Northwest corner of said Liberty Creek North, Section Six and a point on the South line of Liberty Creek North, Section Three as per plat thereof recorded on June 30, 1992, as instrument #92-84651 in the said Recorder's Office; thence North 79 degrees 36 minutes 5 seconds West 56.37 feet along said South line to the Southwest corner of said Liberty Creek North, Section Three; thence North 00 degrees 42 minutes 45 seconds West 340.06 feet along the West line thereof to the South line of the Southwest Quarter of Section 36, Township 17 North, Range 2 East; thence South 89 degrees 16 minutes 43 seconds West along the South line of said Section 36 and the North line of said Section 1, Township 16 North, Range 2 East, 111.12 feet to the Point of Beginning, containing 18.494 acres, more or less.

RECEIVED (1)

EIGHTH SUPPLEMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF LIBERTY CREEK NORTH AND STRATFORD GLEN

AUG 15 1994
PIKE TOWNSHIP
ASSESSOR

This Eighth Supplement is made this 12th day of August, 1994, by Davis Development, L.P., an Indiana limited partnership and successor in interest to Davis Land Developers, Inc. (the "Developer").

1. Developer is the owner of certain real estate more particularly described in Exhibit "A" attached hereto (the "Additional Real Estate").
2. Developer executed that certain Declaration of Covenants, Conditions and Restrictions of Liberty Creek North and Stratford Glen, on September 12, 1991 and recorded the same on September 26, 1991 as Instrument No. 91-99410 in the Office of the Recorder of Marion County, Indiana (the "Declaration").
3. Developer reserved in said Declaration the right from time to time, acting alone, to subject to the terms and provisions of the Declaration certain additional real estate located within the tracts adjacent to the Initial Real Estate (as defined in the Declaration) by execution and recordation in the Office of the Recorder of Marion County of a supplemental declaration so annexing all or any part of such real estate.
4. The Additional Real Estate constitutes a part of the tract adjacent to the Initial Real Estate.

NOW, THEREFORE, Declarant, in accordance with the rights reserved in the Declaration, makes this Eighth Supplement as follows:

1. Definitions. All terms used in this Eighth Supplement not otherwise defined in this Eighth Supplement shall have the meanings set forth in the Declaration. Accordingly, the Additional Real Estate shall hereafter for all purposes be included in the definition of Real Estate in the Declaration, as the same may be amended or supplemented from time to time as therein provided.

2. Eighth Supplement to Declaration. Developer hereby expressly declares that the Additional Real Estate, together with all improvements of every kind and nature whatsoever located thereon, shall be annexed to the Real Estate and be subject to the provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, and the Real Estate is hereby expanded to include the Additional Real Estate, all as if the same had originally been included in the Declaration. The Additional Real Estate shall be hereafter held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to all of the provisions,

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05/17/94 03:32PM JOAN N. BOWERIL MARION CITY RECORDER CLP 13.00 PAGES: 4

Inst # 1994-012704e

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, President of Davis Development, Inc., who acknowledged the execution of the foregoing Eighth Supplement to Declaration of Covenants, Conditions and

agreements, covenants, conditions, restrictions, easements, assessments, charges and liens of the Declaration, as the same may be amended or supplemented from time to time as therein provided.

3. Effect of Covenants. All such provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, shall be covenants running with the land and shall be binding upon, and inure to the benefit of Developer and any other person or entity having any right, title or interest in the Real Estate or any part thereof.

4. Declaration Continuous. Except as expressly supplemented by this Eighth Supplement, the Declaration shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, this Eighth Supplement has been executed by Developer as of the date first above written.

By: Davis Development, L.P.,
an Indiana limited partnership

By: Davis Development, Inc.,
general partner

By: 
C. Richard Davis
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, President of Davis Development, Inc., who acknowledged the execution of the foregoing Eighth Supplement to Declaration of Covenants, Conditions and Restrictions of Liberty Creek North and Stratford Glen.

WITNESS my hand and Notarial Seal this 12th day of August, 1994.

Li-Ching Wu
Notary Public

Li-Ching Wu
Printed Name

My Commission Expires: 4-21-96

Residing in Hamilton County



This instrument was prepared by C. Richard Davis, President of Davis Development, Inc., 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240 (317)595-2900.

Exhibit 'A'

LAND DESCRIPTION
Stratford Glen, Section Five

Part of the Northwest Quarter of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 35, Township 17 North, Range 2 East, then e' along the South line thereof and along the North line of the said Northwest Quarter of Section 1, South 89 degrees 09 minutes 31 seconds West (assumed bearing) 1952.29 feet to the Northwest corner of Stratford Glen, Section One, the plat of which is recorded as Instrument #91-99414 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 40 minutes 33 seconds East along the West line of said Stratford Glen, Section One 491.74 feet to the Southeast corner thereof; thence South 85 degrees 37 minutes 27 seconds West 96.47 feet; thence South 85 degrees 34 minutes 10 seconds West 205.18 feet to the Point of Beginning; thence South 35 degrees 35 minutes 21 seconds West 115.00 feet; thence North 54 degrees 24 minutes 39 seconds West 15.29 feet; thence South 35 degrees 35 minutes 21 seconds West 150.00 feet; thence North 54 degrees 24 minutes 39 seconds West 111.58 feet; thence North 45 degrees 13 minutes 32 seconds West 51.29 feet; thence North 52 degrees 26 minutes 07 seconds West 132.69 feet; thence South 11 degrees 28 minutes 10 seconds West 115.44 feet to the Northeast corner of land described in Instrument #91-97007; thence South 89 degrees 19 minutes 36 seconds West parallel with the South line of the said Northeast Quarter Section 528.00 feet to the West line thereof; thence North 00 degrees 51 minutes 23 seconds West along the said West line 8.50 feet; thence North 82 degrees 19 minutes 26 seconds East parallel with the said South line 60.40 feet to a point on the Southeasterly right-of-way line of West 62nd Street as described in a right-of-way Grant recorded September 17, 1959 in Deed Book 1770, pages 461 thru 464 in the said Recorder's Office, said right-of-way line being a curve having a radius of 656.20 feet, the radius point of which bears South 88 degrees 50 minutes 58 seconds East; thence northeasterly along said right-of-way line and curve 700.31 feet to a point which bears North 27 degrees 12 minutes 07 seconds West from said radius point; thence South 29 degrees 03 minutes 20 seconds East 70.71 feet; thence South 72 degrees 51 minutes 28 seconds East 123.97 feet; thence South 38 degrees 22 minutes 36 seconds East 89.97 feet; thence South 54 degrees 24 minutes 39 seconds East 444.90 feet to the Point of Beginning, containing 7.505 acres, more or less.

Stratford Glen, Section Six

Part of the Northwest Quarter of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 35, Township 17 North, Range 2 East; thence along the South line thereof and along the North line of the said Northwest Quarter of Section 1, South 89 degrees 09 minutes 31 seconds West (assumed bearing) 1952.29 feet to the Northwest corner of Stratford Glen, Section One, the plat of which is recorded as Instrument #91-99414 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 40 minutes 35 seconds East along the West line of said Stratford Glen, Section One 491.74 feet to the Southwest corner thereof; thence South 89 degrees 18 minutes 25 seconds West 96.47 feet; thence North 54 degrees 24 minutes 39 seconds West 205.18 feet; thence South 35 degrees 35 minutes 21 seconds West 115.00 feet; thence North 54 degrees 24 minutes 39 seconds West 15.29 feet; thence South 35 degrees 35 minutes 21 seconds West 150.00 feet to the Point of Beginning; thence South 35 degrees 35 minutes 21 seconds West 28.70 feet; thence South 00 degrees 52 minutes 30 seconds East 257.00 feet; thence North 88 degrees 07 minutes 30 seconds East 102.00 feet; thence South 00 degrees 52 minutes 30 seconds East 28.25 feet; thence North 89 degrees 07 minutes 30 seconds East 150.00 feet; thence South 00 degrees 52 minutes 30 seconds East 205.14 feet; thence North 89 degrees 18 minutes 25 seconds East 62.08 feet; thence North 48 degrees 30 minutes 00 seconds East 170.87 feet; thence South 48 degrees 00 minutes 03 seconds East 108.01 feet; thence South 54 degrees 17 minutes 05 seconds East 50.01 feet; thence South 53 degrees 08 minutes 00 seconds East 112.61 feet; thence South 39 degrees 08 minutes 11 seconds West 173.15 feet; to the Northwest corner of lot number 278 in Liberty Creek North, Section 53, the plat of which is recorded as Instrument #82-81008; thence South 89 degrees 19 minutes 36 seconds West along the North line of said Liberty Creek North, Section 53, and the Westerly extension thereof 1,398.56 feet to a point on the West line of the Northwest Quarter of said Section 1, which point bears North 00 degrees 51 minutes 23 seconds West 841.50 feet from the Southwest corner thereof; thence North 00 degrees 51 minutes 23 seconds West 211.50 feet along the said West line; thence North 81 degrees 18 minutes 34 seconds East 138.00 feet parallel with the South line of said Quarter Section; thence North 00 degrees 51 minutes 23 seconds West 225.50 feet parallel with the said West line; thence North 89 degrees 19 minutes 36 seconds East 392.00 feet parallel with the said South line; thence North 00 degrees 51 minutes 23 seconds West parallel with the said West line 485.00 feet to the Northeast corner of land described in Instrument #91-87007; thence North 11 degrees 28 minutes 30 seconds East 115.44 feet; thence South 42 degrees 26 minutes 07 seconds East 132.89 feet; thence South 45 degrees 13 minutes 32 seconds East 57.29 feet; thence South 54 degrees 24 minutes 39 seconds East 133.55 feet to the Point of Beginning, containing 15.678 acres, more or less.

13

AMENDED AND RESTATED JOINT USE AND MAINTENANCE AGREEMENT

This Amended and Restated Agreement ("Agreement") made and entered into as of the 15 day of June, 1994, by and among Liberty Creek Association, Inc., an Indiana not-for-profit corporation ("Liberty Creek South"), Liberty Creek North Association, Inc., an Indiana not-for-profit corporation ("Liberty Creek North"), and Liberty Creek North and Stratford Glen Community Association, Inc., an Indiana not-for-profit corporation ("Stratford Glen") (collectively, the "Associations" or singly, "Association").

WITNESSETH THAT: 1987-107945

WHEREAS, reference is made to that certain Declaration of Covenants and Restrictions for Liberty Creek South filed in the Office of the Recorder of Marion County, Indiana (the "Liberty Creek South Declaration") in connection with which Liberty Creek South, as a homeowners association, was formed for the purpose of exercising certain functions with respect to the residential subdivision described therein (the "Liberty Creek South Subdivision"). The plat description of the real estate subject thereto, over which Liberty Creek South has jurisdiction is described on Exhibit "A" attached hereto and made a part hereof with the instrument number for the Liberty Creek South Declaration noted thereon.

WHEREAS, reference is made to that certain Declaration of Covenants and Restrictions for Liberty Creek North filed in the Office of the Recorder of Marion County, Indiana (the "Liberty Creek North Declaration") in connection with which Liberty Creek North, as a homeowners association, was formed for the purpose of exercising certain functions with respect to the residential subdivision described therein (the "Liberty Creek North Subdivision"). The plat description of the real estate subject thereto, over which Liberty Creek North has jurisdiction is described on Exhibit "B" attached hereto and made a part hereof with the instrument number for the Liberty Creek North Declaration noted thereon.

WHEREAS, reference is made to that certain Declaration of Covenants and Restrictions for Stratford Glen filed in the Office of the Recorder of Marion County, Indiana (the "Stratford Glen Declaration") in connection with which Stratford Glen, as a homeowners association, was formed for the purpose of exercising certain functions with respect to the residential subdivision described therein (the "Stratford Glen Subdivision"). The legal description of the real estate subject thereto of which Stratford Glen Subdivision is a part and, over which Stratford Glen has jurisdiction is described on Exhibit "C" attached hereto and made a part hereof with the instrument number for the Stratford Glen Declaration noted thereon.

WHEREAS, the Liberty Creek South Subdivision, Liberty Creek North Subdivision and Stratford Glen Subdivision (collectively, the "Subdivisions" or singly, "Subdivision") are generally located and identified as such on Exhibit "D" attached hereto and made a part hereof.

WHEREAS, the Stratford Glen Subdivision is being developed by Davis Development, L.P., an Indiana limited partnership ("Developer").

WHEREAS, certain of the above-referenced declarations and/or certain zoning commitments created by predecessors in title to the parties hereto covering the Liberty Creek South Subdivision contemplated the construction of certain amenities described therein (i.e., "no less than a clubhouse and tennis court(s)") for the separate use of such Subdivision, but which were not constructed by such predecessors in title and are not required to be constructed by Developer until such time as sixty-five percent (65%) of the five hundred forty-three (543) units to be contained in such Subdivision are completed.

WHEREAS, the declarations and/or zoning commitments covering the Liberty Creek North Subdivision and Stratford Glen Subdivision contemplate the construction of certain amenities described therein (i.e., a small clubhouse, tennis court and maintenance shed) for the separate use of such Subdivisions, the construction of which is the responsibility of Developer.

WHEREAS, in consideration of this Agreement, Developer is willing to construct more elaborate amenities comprised of a swimming pool, tennis court, clubhouse, cabana, basketball court, picnic area and volleyball court, as more particularly shown on Exhibit "E" attached hereto and made a part hereof to be located within the Stratford Glen Subdivision as well as an open baseball field with a backstop and bases and a playground area, as more particularly shown on Exhibit "F" attached hereto and made a part hereof (collectively, the "Amenities")

so that, upon completion of construction, the owners of lots within each of the three Subdivisions shall have the right to jointly use the Amenities in common with each other.

WHEREAS, construction of the Amenities in the manner contemplated hereby is intended to satisfy and be in lieu of construction of the amenities originally contemplated in the above-referenced declarations and zoning commitments.

WHEREAS, the Amenities are expected to be constructed within the locations generally designated as the "Amenities Areas" on Exhibit "C" attached hereto and made a part hereof.

WHEREAS, the parties hereto are entering into this Agreement for the purpose of creating such rights and establishing control over the maintenance and use of the Amenities as well as the collection of assessments from owners of platted lots within each of the Subdivisions.

WHEREAS, the Liberty Creek South Subdivision is comprised of one thousand eighty-five (385) platted lots, the Liberty Creek North Subdivision is comprised of two hundred seventy-three (273) platted lots, and the Stratford Glen Subdivision is or will be comprised of six hundred fifty-two (652) platted lots, for a total of one thousand three hundred ten (1,310) platted lots.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual promises herein contained, One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Liberty Creek South, Liberty Creek North and Stratford Glen, the Associations, being the parties hereto, agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference and made a part of this Agreement.

2. Joint Use. Subject to the timely payment of dues and assessments in the manner contemplated hereunder by the Associations and construction of the Amenities, the owners of platted lots within the Subdivisions shall each have the non-exclusive right to use and enjoy the Amenities, in common with each other, subject to any reasonable and non-discriminatory rules and regulations promulgated by the Management Committee (as defined in paragraph 3 below) from time to time, and subject to the terms hereof.

3. Management Committee. There shall be, and hereby is, created and established a "Management Committee" to control and perform the functions provided for in paragraph 4 below on behalf of the respective Associations. The Management Committee shall consist of three (3) members. Each Association shall appoint and maintain one (1) person from among its officers or directors to serve as a member of the Management Committee on behalf of such Association. The Management Committee shall meet to conduct business at such regular intervals as a majority of the members thereof shall reasonably agree, consistent with good business practice. Special meetings of the Management Committee may be called at any time by any member of the Management Committee. Written notice of such a meeting shall be sent to each member of the Management Committee at his residence or usual place of business, at least ten (10) days before the date of the meeting, stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called. Attendance at any meeting shall constitute a waiver of notice of such meeting. At any meeting of the Management Committee, each member shall be entitled to one (1) vote and a majority of the votes entitled to be cast on the business to be transacted at such meeting shall be necessary for the transaction of any business at the meeting. Minutes shall be kept of each meeting of the Management Committee recording in reasonable detail all actions taken and decisions made. Each member of the Management Committee shall be responsible for coordinating the timely remittance of funds payable hereunder by such member's Association to the chairman of the Management Committee. In turn, the chairman of the Management Committee shall be responsible for remittance of such funds to the proper persons in payment of costs incurred with respect to the Amenities as provided in paragraph 4 below. Notwithstanding the foregoing, it is agreed that until Developer or any of its affiliates no longer owns any lots within the Stratford Glen Subdivision, a representative designated by Developer shall serve as chairman of the Management Committee. On or before the time that Developer no longer owns any platted lots within the Stratford Glen Subdivision, Developer on behalf of Stratford Glen shall by notice to the parties call a meeting of the Management Committee to elect the first chairman of the Management Committee to succeed the chairman designee of Developer in the manner contemplated herein. At such meeting, the members of the Management Committee shall appoint one of its members to serve as chairman of the Management Committee for the first following year, a different member to serve as chairman for the second following year and the remaining member to serve as chairman for the third following year. Thereafter, the members shall serve as chairman of the Management Committee on a rotating basis to serve for annual periods with each member serving as chairman every third year.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

LIBERTY CREEK ASSOCIATION, INC., an Indiana not-for-profit corporation

By: *Dawn M. Smith*
Printed Name: Dawn M. Smith
Title: PRESIDENT, LCA CRA HOA

("Liberty Creek South")

LIBERTY CREEK NORTH ASSOCIATION, INC., an Indiana not-for-profit corporation

By: *Stephen R. Lutomski*
Printed Name: STEPHEN R. LUTOMSKI
Title: PRESIDENT, LCN HOA

("Liberty Creek North")

LIBERTY CREEK NORTH AND STRATFORD GLEN COMMUNITY ASSOCIATION, INC., an Indiana not-for-profit corporation

By: *Christopher R. White*
Printed Name: Christopher R. White
Title: FOR Vice President

("Stratford Glen")

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Don M. Smith, the President of Liberty Creek Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 15th day of June, 1994.

My Commission Expires:
8/4/97

Patricia S. Bradant
Notary Public

My County of Residence:
Marion

Printed Name: Patricia S. Bradant



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Stephen R. Lutowski, the President of Liberty Creek North Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 15th day of June, 1994.

My Commission Expires:
8/4/97

Patricia S. Bradant
Notary Public

My County of Residence:
Marion

Printed Name: Patricia S. Bradant



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Christopher K. White, the Exec. Vice President of Liberty Creek North and Stratford Glen Community Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 15th day of June, 1994.

My Commission Expires:
8/4/97

Patricia S. Bradant
Notary Public

My County of Residence:
Marion

Printed Name: Patricia S. Bradant



This instrument prepared by Ronald F. Shady, Jr., Attorney at Law, Klineman, Rose and Wolf, P.C., 135 N. Pennsylvania Street, 2100 First Indiana Plaza, Indianapolis, Indiana 46204-2456; (317) 254-3000.

LIST OF EXHIBITS

- Exhibit "A" - Liberty Creek South Subdivision Plat description with instrument number of Declaration noted thereon
- Exhibit "B" - Liberty Creek South Subdivision Plat description with instrument number of Declaration noted thereon
- Exhibit "C" - Stratford Glen Subdivision legal description with instrument number of Declaration noted thereon
- Exhibit "D" - Location of Subdivisions
- Exhibit "E" - Description of Amenities (within Stratford Glen)
- Exhibit "F" - Description of Amenities (Baseball facilities)
- Exhibit "G" - Location of Amenities Areas

Exhibit "A"

The following real estate in Marion County, State of Indiana:

The subdivision known as Liberty Creek Section 1, which plat is filed of record as Instrument Number 83-96188, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 2, which plat is filed of record as Instrument Number 86-46737, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 3, which plat is filed of record as Instrument Number 86-12937, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 4, which plat is filed of record as Instrument Number 84-59062, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 5, which plat is filed of record as Instrument Number 87-106306, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 6, which plat is filed of record as Instrument Number 84-91813, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 7, which plat is filed of record as Instrument Number 85-96448, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 8, which plat is filed of record as Instrument Number 86-23323, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 9, which plat is filed of record as Instrument Number 92-110965, in the office of the Recorder of Marion County, Indiana.

Subject to the Declaration of Covenants, Conditions and Restrictions for Liberty Creek recorded as Instrument Number 87-107945, in the office of the Recorder of Marion County, Indiana.

Which contains a total of 385 platved lots.

4. Responsibilities and Powers of Associations. Upon completion of construction of the Amenities, the Management Committee shall be responsible for the Amenities, including, but not limited to: (i) maintenance and operation of the Amenities as the Management Committee shall deem necessary or appropriate, (ii) procuring and maintaining appropriate insurance coverage as the Management Committee shall deem necessary or appropriate, (iii) payment of taxes assessed against and payable with respect to the Amenities, (iv) assessment and collection of dues from the parties hereto to fund the expenses incurred to maintain and operate the Amenities, (v) performing or contracting for the provision of services for the maintenance and operation of the Amenities or other services as the Management Committee shall deem necessary or advisable, (vi) promulgating and enforcing such non-discriminatory rules and regulations concerning the use of the Amenities as the Management Committee shall deem necessary or advisable.

5. Cost Sharing.

(a) All costs incurred with respect to the Amenities, including, without limitation, cost relating to the maintenance, operation and improvement thereof, but excluding costs of the initial construction of the Amenities, shall be shared and paid twenty-nine percent (29%) by Liberty Creek South, twenty-one percent (21%) by Liberty Creek North, and fifty percent (50%) by Stratford Glen. Each Association shall be liable for its respective share of costs referred to herein and thus responsible for assessing and collecting dues from the lot owners within their respective Association's Subdivision pursuant to the terms of their respective declarations and organizational documents to enable such Association to pay its respective share of such costs. Such costs shall be payable by each Association at least quarterly, unless the Management Committee unanimously agrees to a different payment schedule. If an Association shall default hereunder, no owner of a lot within such Association's Subdivision shall have the right to use the Amenities.

(b) Each Association (the "Assigning Association") hereby collaterally assigns to each of the other Associations (the "Assignee Association") all of the Assigning Association's right (but not obligation) to collect dues from the lot owners within the Assigning Association's Subdivision pursuant to the terms of their respective declarations and organizational documents to the extent necessary to secure the Assigning Association's obligation to pay the Assigning Association's respective share of the costs referred to herein, including, but not limited to, the right to exercise the Assigning Association's lien rights thereunder as if the Assignee Association were an original grantee thereof; provided, however, that: (i) the Assignee Association shall not exercise any such rights until a default by the Assigning Association occurs hereunder, and (ii) such collateral assignment is subject to and nothing contained herein shall impair or diminish the existing rights of any mortgagee pursuant to the terms of the respective declarations referred to herein.

6. Contracts. All authorized contracts let for the incurrence of costs with respect to the Amenities as contemplated hereby shall have the effect of binding each of the Associations as if they had each executed such contract in their joint names. All contracts shall be authorized by the Management Committee and shall be executed by each member of the Management Committee so authorized, in a representative capacity on behalf of such member's Association, and when so executed, shall be deemed executed jointly for and on behalf of the Associations.

7. Miscellaneous. The undersigned persons executing this Agreement on behalf of the respective Associations represent and certify that they are duly elected officers of such Association and have been fully empowered, by proper resolution, to execute and deliver this Agreement, that the respective party has full corporate capacity and that all necessary corporate or other action for the execution and delivery of this Agreement has been taken and done. Upon reasonable request by a party hereunder, the other party shall make, execute and deliver to the requesting party any and all such other and further agreements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to affectuate, complete or perfect, or to continue and preserve the rights and obligations contemplated hereunder. The Associations and members of the Management Committee shall each act in good faith in connection with the subject matter hereof and no consent, approval or action required hereunder shall be unreasonably delayed, denied or withheld. This Agreement sets forth all, and is intended by all parties to be an integration of all, of the representations, promises, agreements and understandings among the parties hereto with respect to the subject matter hereof, including, without limitation, any and all zoning commitments, declarations and other instruments, with respect to the subject matter hereof, and this Agreement supersedes and replaces the original Joint Use and Maintenance Agreement, dated as of June 1, 1993. The terms of this Agreement and rights granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto, the lot owners within each of the Subdivisions and their respective successors and assigns and shall be recorded in the Office of the Recorder of Marion County, Indiana.

Exhibit "B"

The following real estate in Marion County, State of Indiana:

The subdivision known as Liberty Creek North Section 1, which plat is filed of record as Instrument Number 87-86919, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek North Section 2, which plat is filed of record as Instrument Number 88-64126, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek North Section 4, which plat is filed of record as Instrument Number 90-20673, in the office of the Recorder of Marion County, Indiana.

Subject to the Declaration of Covenants Conditions and Restrictions for Liberty Creek North recorded as Instrument Number 88-73610, in the office of the Recorder of Marion County, Indiana.

Which contains a total of 273 platted lots.

EXHIBIT "C"

The following real estate in Marion County, State of Indiana:

The subdivisions known as Liberty Creek North Sections 3, 5A, 5B, 6, 7, 8, 9 and 10 as recorded in the office of the Recorder of Marion County, Indiana.

The subdivisions known as Stratford Glen Sections 1, 2, 3, 4, 5, 6 and 7 as recorded in the office of the Recorder of Marion County, Indiana.

The subdivisions known as Liberty Village Sections 1 and 2 as recorded in the office of the Recorder of Marion County, Indiana.

Subject to the Declaration of Covenants, Conditions and Restrictions of Liberty Creek North and Stratford Glen, recorded as Instrument Number 91-99410, in the office of the Recorder of Marion County, Indiana.

Which will contain a total of 65 $\frac{1}{2}$ platted lots.

OVERALL SALES EXHIBIT FOR
AUTUMN RIDGE WEST & STRATFORD GLEN
 INDIANAPOLIS, INDIANA

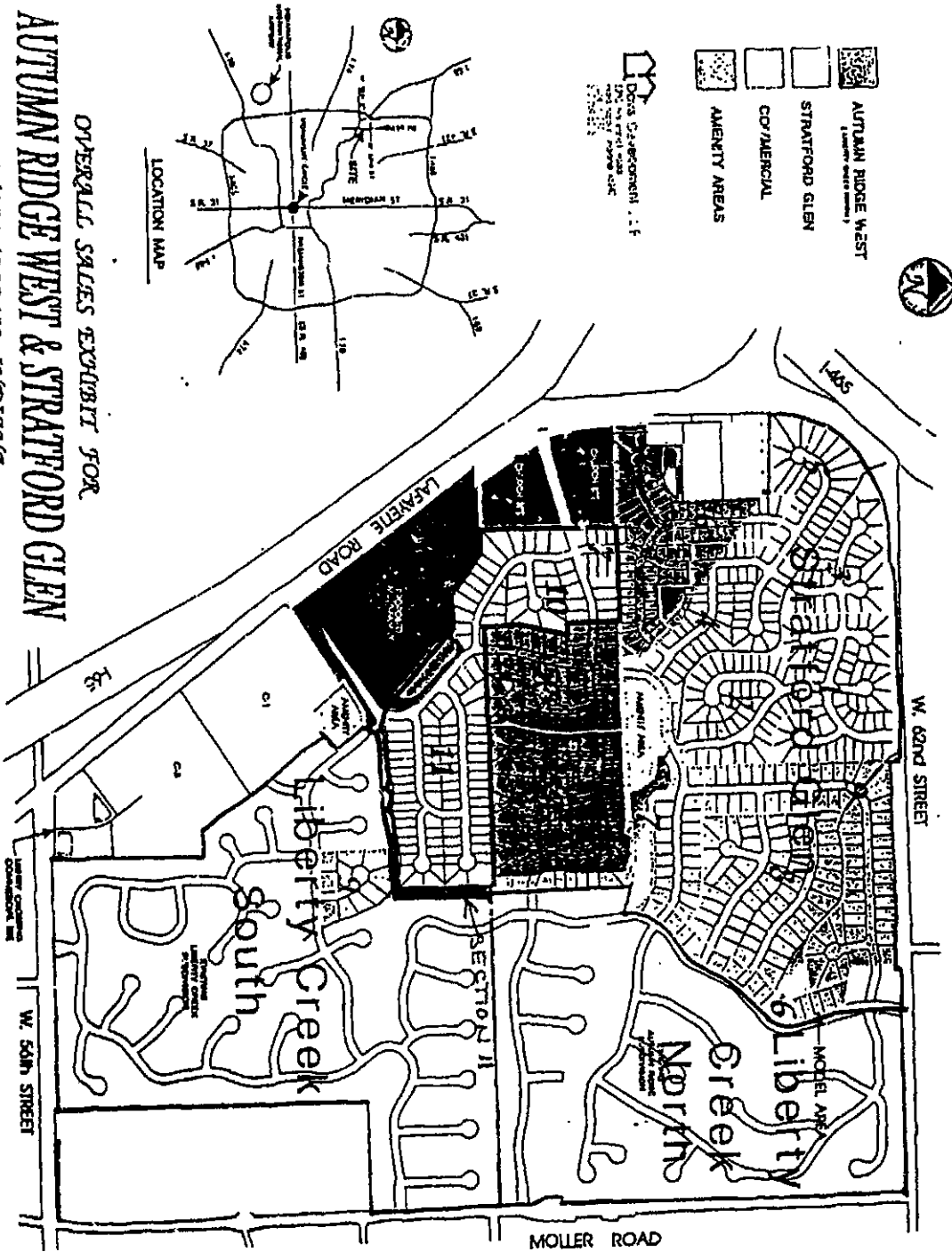
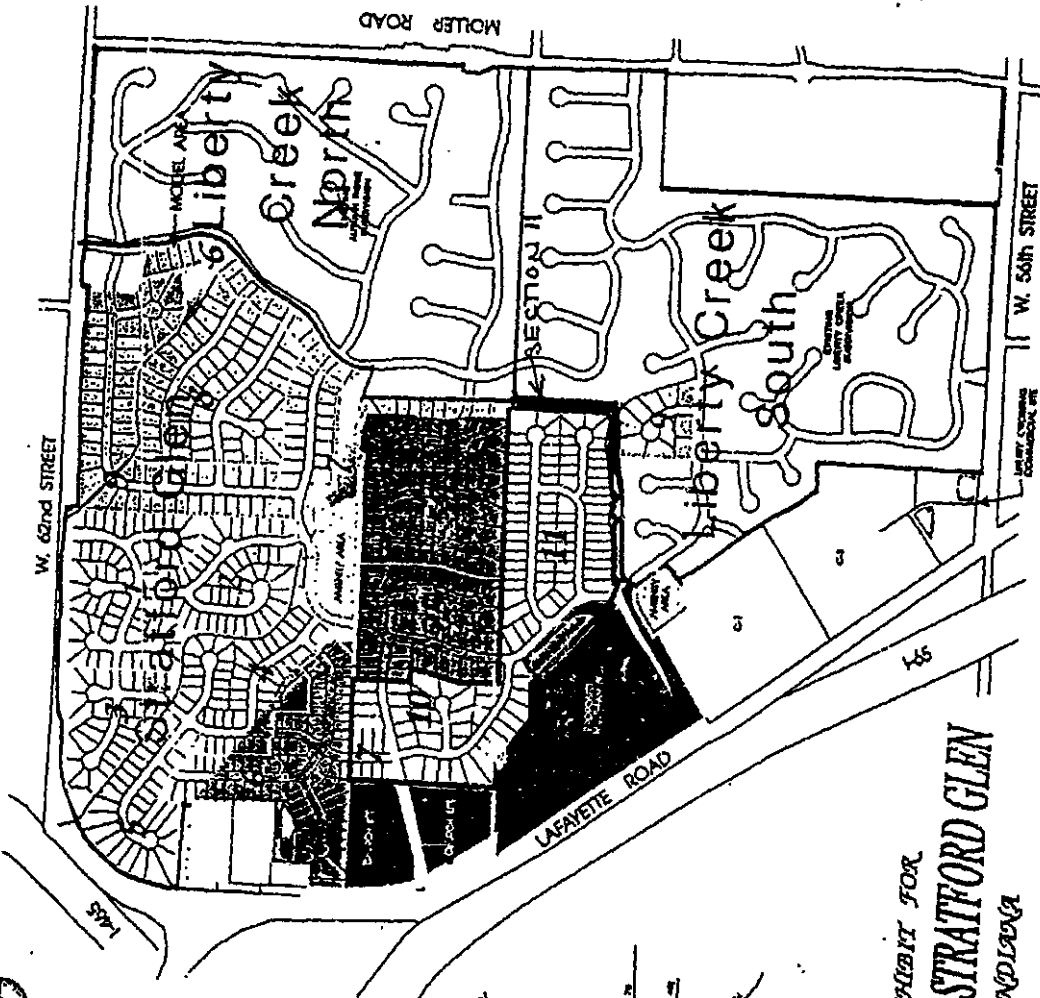







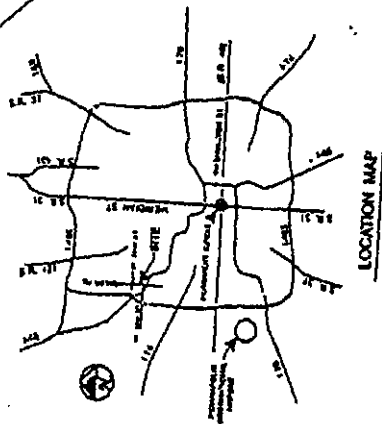
Exhibit "D"

Exhibit "D"



-  AUTUMN RIDGE WEST
(1,000,000 sq. ft. area)
-  STRATFORD GLEN
-  COMMERCIAL
-  AMENITY AREAS

 Data Geographics, LLC
 2000 North Main Street
 Suite 200
 Indianapolis, IN 46204
 Phone: 317.331.1234
 Fax: 317.331.1235



OVERALL SALES EXHIBIT FOR
AUTUMN RIDGE WEST & STRATFORD GLEN
 INDIANAPOLIS, INDIANA

CONCEPTUAL PLAN FOR ZONING AND PRESENTATION PURPOSES.
FINAL PLAN MAY HAVE MINOR CHANGES HOWEVER IT WILL BE
IN SUBSTANTIAL CONFORMANCE WITH THIS CONCEPTUAL PLAN.

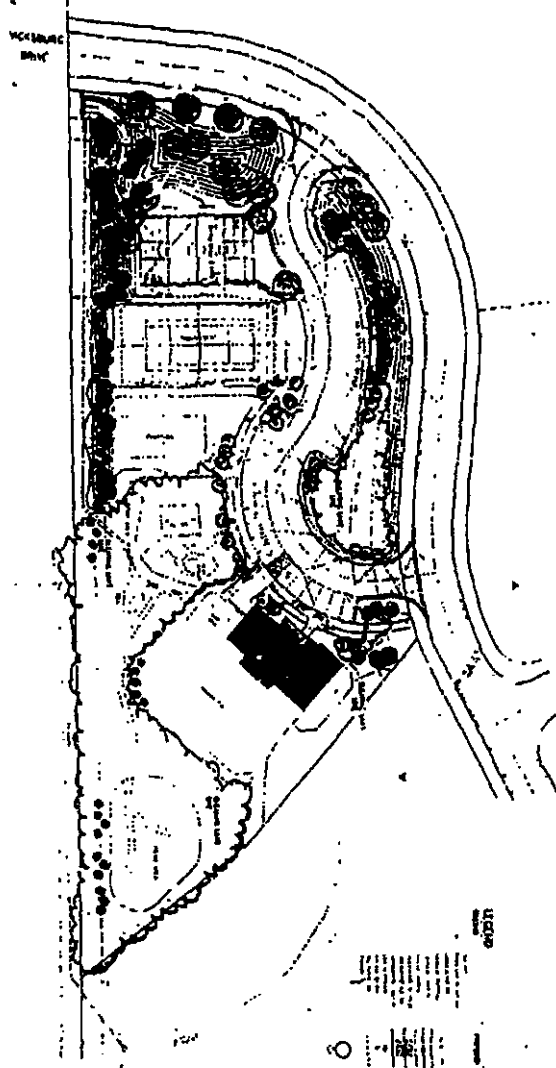
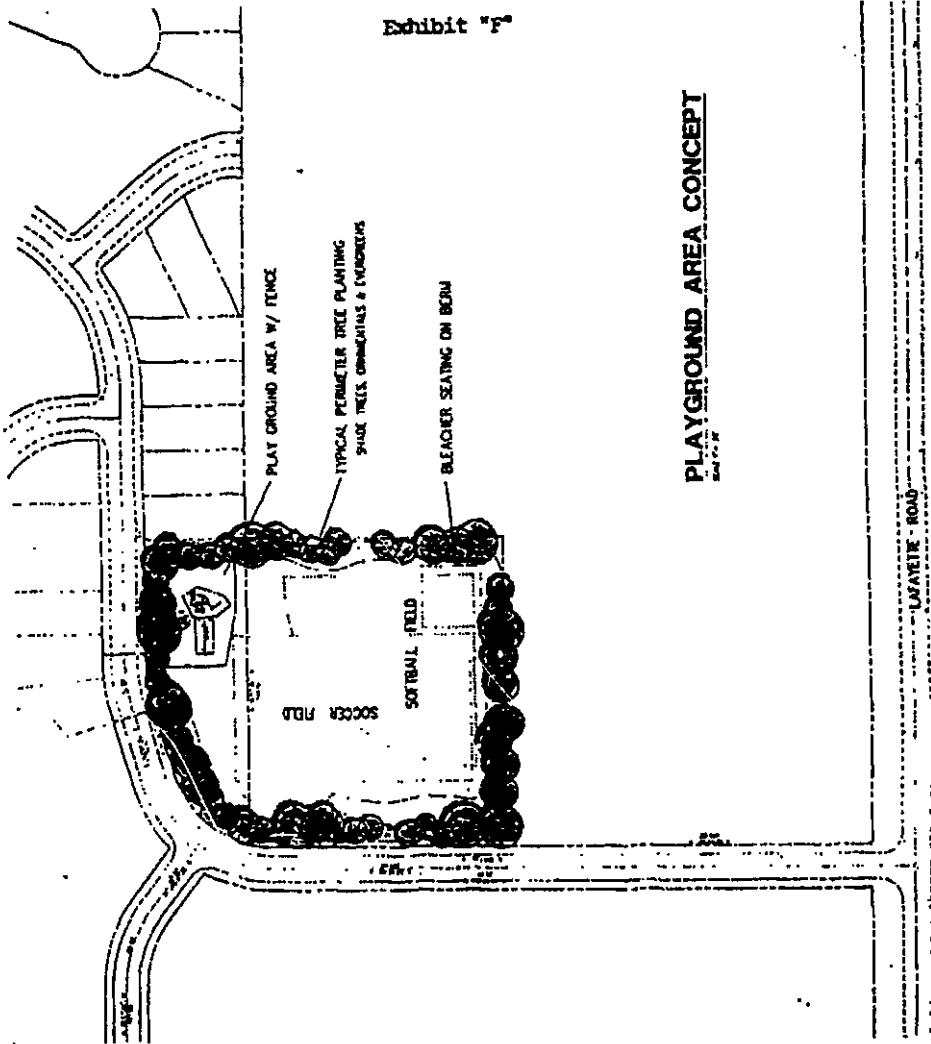


Exhibit "E"

2-3		DEVELOPMENT CONCEPT COMMUNITY BUILDING AREA 10711 CREEK & NORTH STRATTON CIR WILSONVILLE, OR 97158 1998-2000	MPA MERRILL PUGH & ASSOCIATES 1000 N. GARDNER ST. WILSONVILLE, OR 97158 503/538-1111
-----	---	---	---

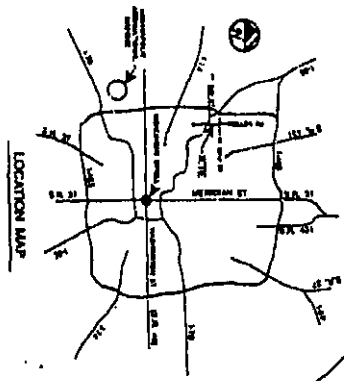
MPA	LIBERTY CREEK LIBERTY CREEK LIBERTY CREEK	DATE: 11/11/01	SCALE: 1" = 100'
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Exhibit "F"



CONCEPTUAL PLAN
 CONCEPTUAL PLAN FOR ZONING AND PRESENTATION PURPOSES.
 FINAL PLAN MAY HAVE MINOR CHANGES HOWEVER IT WILL BE
 IN SUBSTANTIAL CONFORMANCE WITH THIS CONCEPTUAL PLAN.

COVERALL SALES EXHIBIT FOR
AUTUMN RIDGE WEST & STRATFORD GLEN
 INDEPENDENCE, IOWA



- AUTUMN RIDGE WEST
 - STRATFORD GLEN
 - COMMERCIAL
 - AMENITY AREAS
- Map Development, L.P.
 200 West 10th Street
 Des Moines, Iowa 50319
 515.281.1111

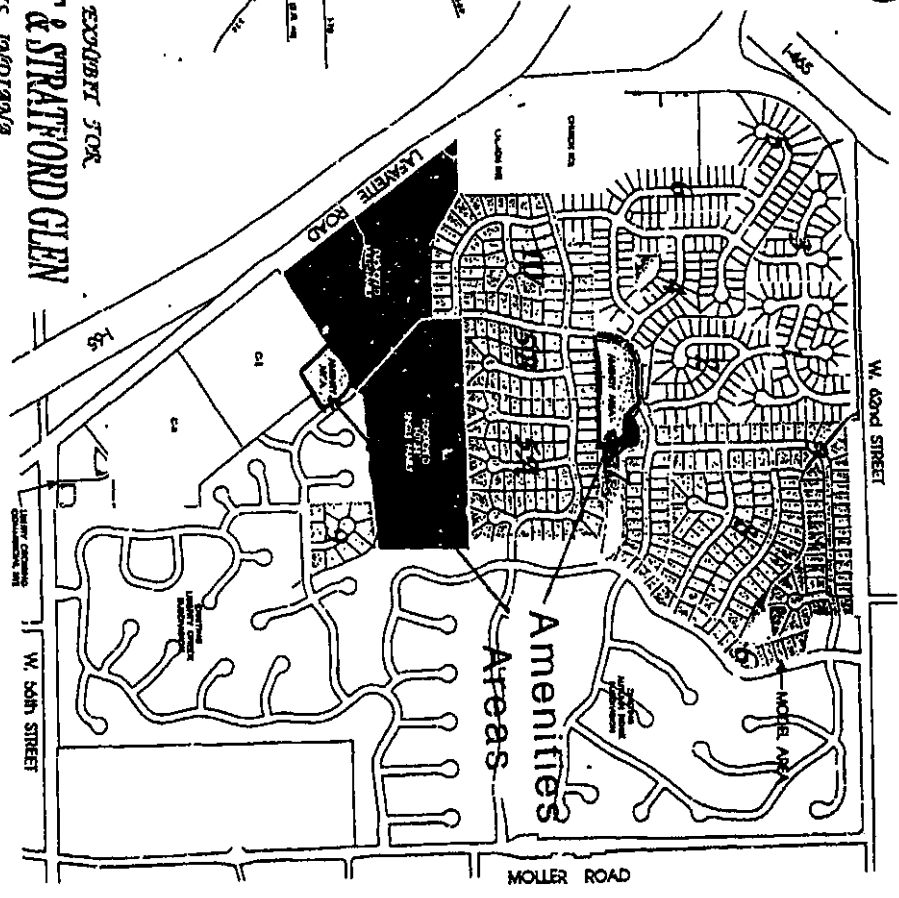
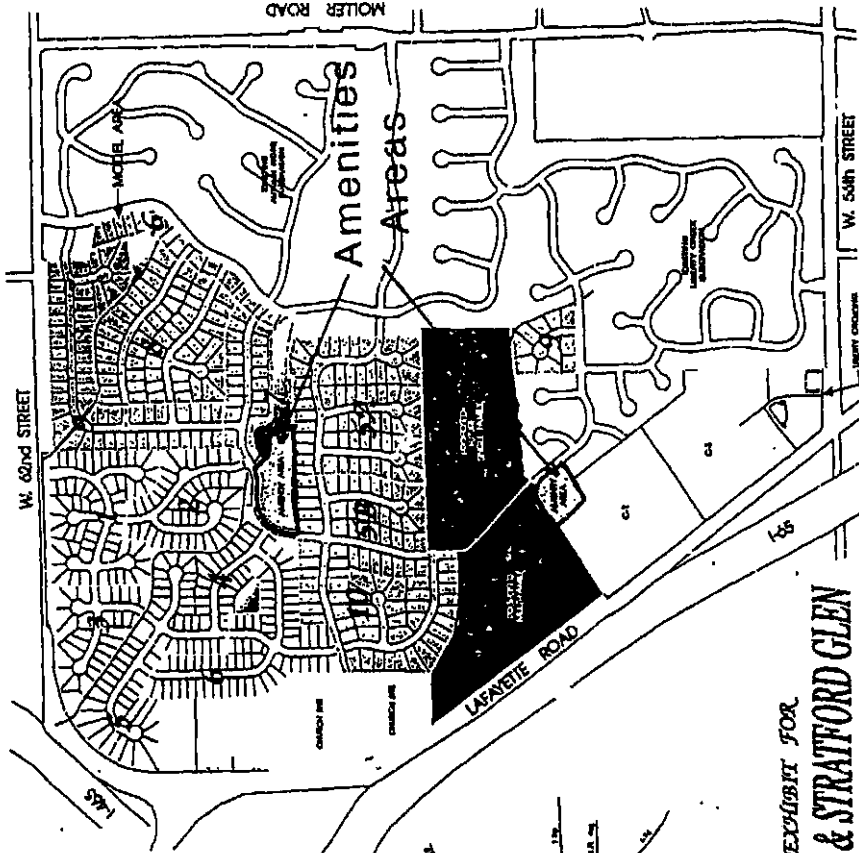







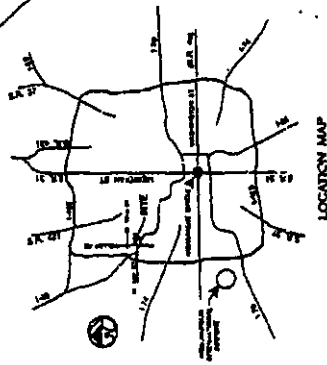
Exhibit "G"





-  AUTUMN RIDGE WEST
(1/4" = 100' - 1/8" = 20')
-  STRATFORD GLEN
-  COMMERCIAL
-  AMENITY AREAS

 D&K Development, L.P.
11111 W. 54th Street, Suite 100
Overland Park, KS 66204
913.646.1234



OVERALL SALES EXHIBIT FOR
AUTUMN RIDGE WEST & STRATFORD GLEN
INDIANAPOLIS, INDIANA

13

AMENDED AND RESTATED JOINT USE AND MAINTENANCE AGREEMENT

This Amended and Restated Agreement ("Agreement") made and entered into as of the 13 day of June, 1994, by and among Liberty Creek Association, Inc., an Indiana not-for-profit corporation ("Liberty Creek South"), Liberty Creek North Association, Inc., an Indiana not-for-profit corporation ("Liberty Creek North"), and Liberty Creek North and Stratford Glen Community Association, Inc., an Indiana not-for-profit corporation ("Stratford Glen") (collectively, the "Associations" or singly, "Association").

WITNESSETH THAT: 1987-107945

WHEREAS, reference is made to that certain Declaration of Covenants and Restrictions for Liberty Creek South filed in the Office of the Recorder of Marion County, Indiana (the "Liberty Creek South Declaration") in connection with which Liberty Creek South, as a homeowners association, was formed for the purpose of exercising certain functions with respect to the residential subdivision described therein (the "Liberty Creek South Subdivision"). The plat description of the real estate subject thereto, over which Liberty Creek South has jurisdiction is described on Exhibit "A" attached hereto and made a part hereof with the instrument number for the Liberty Creek South Declaration noted thereon.

WHEREAS, reference is made to that certain Declaration of Covenants and Restrictions for Liberty Creek North filed in the Office of the Recorder of Marion County, Indiana (the "Liberty Creek North Declaration") in connection with which Liberty Creek North, as a homeowners association, was formed for the purpose of exercising certain functions with respect to the residential subdivision described therein (the "Liberty Creek North Subdivision"). The plat description of the real estate subject thereto, over which Liberty Creek North has jurisdiction is described on Exhibit "B" attached hereto and made a part hereof with the instrument number for the Liberty Creek North Declaration noted thereon.

WHEREAS, reference is made to that certain Declaration of Covenants and Restrictions for Stratford Glen filed in the Office of the Recorder of Marion County, Indiana (the "Stratford Glen Declaration") in connection with which Stratford Glen, as a homeowners association, was formed for the purpose of exercising certain functions with respect to the residential subdivision described therein (the "Stratford Glen Subdivision"). The legal description of the real estate subject thereto of which Stratford Glen Subdivision is a part and, over which Stratford Glen has jurisdiction is described on Exhibit "C" attached hereto and made a part hereof with the instrument number for the Stratford Glen Declaration noted thereon.

WHEREAS, the Liberty Creek South Subdivision, Liberty Creek North Subdivision and Stratford Glen Subdivision (collectively, the "Subdivisions" or singly, "Subdivision") are generally located and identified as such on Exhibit "D" attached hereto and made a part hereof.

WHEREAS, the Stratford Glen Subdivision is being developed by Davis Development, L.P., an Indiana limited partnership ("Developer").

WHEREAS, certain of the above-referenced declarations and/or certain zoning commitments created by predecessors in title to the parties hereto covering the Liberty Creek South Subdivision contemplated the construction of certain amenities described therein (i.e., "no less than a clubhouse and tennis court(s)") for the separate use of such Subdivision, but which were not constructed by such predecessors in title and are not required to be constructed by Developer until such time as sixty-five percent (65%) of the five hundred forty-three (543) units to be contained in such Subdivision are completed.

WHEREAS, the declarations and/or zoning commitments covering the Liberty Creek North Subdivision and Stratford Glen Subdivision contemplate the construction of certain amenities described therein (i.e., a small clubhouse, tennis court and maintenance shed) for the separate use of such Subdivisions, the construction of which is the responsibility of Developer.

WHEREAS, in consideration of this Agreement, Developer is willing to construct more elaborate amenities comprised of a swimming pool, tennis court, clubhouse, cabana, basketball court, picnic area and volleyball court, as more particularly shown on Exhibit "E" attached hereto and made a part hereof to be located within the Stratford Glen Subdivision as well as an open baseball field with a backstop and bases and a playground area, as more particularly shown on Exhibit "F" attached hereto and made a part hereof (collectively, the "Amenities")

so that, upon completion of construction, the owners of lots within each of the three Subdivisions shall have the right to jointly use the Amenities in common with each other.

WHEREAS, construction of the Amenities in the manner contemplated hereby is intended to satisfy and be in lieu of construction of the Amenities originally contemplated in the above-referenced declarations and zoning commitments.

WHEREAS, the Amenities are expected to be constructed within the locations generally designated as the "Amenities Area" on Exhibit "C" attached hereto and made a part hereof.

WHEREAS, the parties hereto are entering into this Agreement for the purpose of creating such rights and establishing control over the maintenance and use of the Amenities as well as the collection of assessments from owners of platted lots within each of the Subdivisions.

WHEREAS, the Liberty Creek South Subdivision is comprised of one thousand eighty-five (385) platted lots, the Liberty Creek North Subdivision is comprised of two hundred seventy-three (273) platted lots, and the Stratford Glen Subdivision is or will be comprised of six hundred fifty-two (652) platted lots, for a total of one thousand three hundred ten (1,310) platted lots.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual promises herein contained, One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Liberty Creek South, Liberty Creek North and Stratford Glen, the Associations, being the parties hereto, agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference and made a part of this Agreement.

2. Joint Use. Subject to the timely payment of dues and assessments in the manner contemplated hereunder by the Associations and construction of the Amenities, the owners of platted lots within the Subdivisions shall each have the non-exclusive right to use and enjoy the Amenities, in common with each other, subject to any reasonable and non-discriminatory rules and regulations promulgated by the Management Committee (as defined in paragraph 3 below) from time to time, and subject to the terms hereof.

3. Management Committee. There shall be, and hereby is, created and established a "Management Committee" to control and perform the functions provided for in paragraph 4 below on behalf of the respective Associations. The Management Committee shall consist of three (3) members. Each Association shall appoint and maintain one (1) person from among its officers or directors to serve as a member of the Management Committee on behalf of such Association. The Management Committee shall meet to conduct business at such regular intervals as a majority of the members thereof shall reasonably agree, consistent with good business practice. Special meetings of the Management Committee may be called at any time by any member of the Management Committee. Written notice of such a meeting shall be sent to each member of the Management Committee at his residence or usual place of business, at least ten (10) days before the date of the meeting, stating the place, day and hour of the meeting, and the purpose or purposes for which the meeting is called. Attendance at any meeting shall constitute a waiver of notice of such meeting. At any meeting of the Management Committee, each member shall be entitled to one (1) vote and a majority of the votes entitled to be cast on the business to be transacted at such meeting shall be necessary for the transaction of any business at the meeting. Minutes shall be kept of each meeting of the Management Committee recording in reasonable detail all actions taken and decisions made. Each member of the Management Committee shall be responsible for coordinating the timely remittance of funds payable hereunder by such member's Association to the chairman of the Management Committee. In turn, the chairman of the Management Committee shall be responsible for remittance of such funds to the proper persons in payment of costs incurred with respect to the Amenities as provided in paragraph 4 below. Notwithstanding the foregoing, it is agreed that until Developer or any of its affiliates no longer owns any lots within the Stratford Glen Subdivision, a representative designated by Developer shall serve as chairman of the Management Committee. On or before the time that Developer no longer owns any platted lots within the Stratford Glen Subdivision, Developer on behalf of Stratford Glen shall by notice to the parties call a meeting of the Management Committee to elect the first chairman of the Management Committee to succeed the chairman designee of Developer in the manner contemplated herein. At such meeting, the members of the Management Committee shall appoint one of its members to serve as chairman of the Management Committee for the first following year, a different member to serve as chairman for the second following year and the remaining member to serve as chairman for the third following year. Thereafter, the members shall serve as chairman of the Management Committee on a rotating basis to serve for annual periods with each member serving as chairman every third year.

4. Responsibilities and Powers of Associations. Upon completion of construction of the Amenities, the Management Committee shall be responsible for the Amenities, including, but not limited to: (i) maintenance and operation of the Amenities as the Management Committee shall deem necessary or appropriate, (ii) procuring and maintaining appropriate insurance coverage as the Management Committee shall deem necessary or appropriate, (iii) payment of taxes assessed against and payable with respect to the Amenities, (iv) assessment and collection of dues from the parties hereto to fund the expenses incurred to maintain and operate the Amenities, (v) performing or contracting for the provision of services for the maintenance and operation of the Amenities or other services as the Management Committee shall deem necessary or advisable, (vi) promulgating and enforcing such non-discriminatory rules and regulations concerning the use of the Amenities as the Management Committee shall deem necessary or advisable.

5. Cost Sharing.

(a) All costs incurred with respect to the Amenities, including, without limitation, cost relating to the maintenance, operation and improvement thereof, but excluding costs of the initial construction of the Amenities, shall be shared and paid twenty-nine percent (29%) by Liberty Creek South, twenty-one percent (21%) by Liberty Creek North, and fifty percent (50%) by Stratford Glen. Each Association shall be liable for its respective share of costs referred to herein and thus responsible for assessing and collecting dues from the lot owners within their respective Association's Subdivision pursuant to the terms of their respective declarations and organizational documents to enable such Association to pay its respective share of such costs. Such costs shall be payable by each Association at least quarterly, unless the Management Committee unanimously agrees to a different payment schedule. If an Association shall default hereunder, no owner of a lot within such Association's Subdivision shall have the right to use the Amenities.

(b) Each Association (the "Assigning Association") hereby collaterally assigns to each of the other Associations (the "Assignee Association") all of the Assigning Association's right (but not obligation) to collect dues from the lot owners within the Assigning Association's Subdivision pursuant to the terms of their respective declarations and organizational documents to the extent necessary to secure the Assigning Association's obligation to pay the Assigning Association's respective share of the costs referred to herein, including, but not limited to, the right to exercise the Assigning Association's lien rights thereunder as if the Assignee Association were an original grantee thereof; provided, however, that: (i) the Assignee Association shall not exercise any such rights until a default by the Assigning Association occurs hereunder, and (ii) such collateral assignment is subject to and nothing contained herein shall impair or diminish the existing rights of any mortgagee pursuant to the terms of the respective declarations referred to herein.

6. Contracts. All authorized contracts let for the incurrence of costs with respect to the Amenities as contemplated hereby shall have the effect of binding each of the Associations as if they had each executed such contract in their joint names. All contracts shall be authorized by the Management Committee and shall be executed by each member of the Management Committee so authorized, in a representative capacity on behalf of such member's Association, and when so executed, shall be deemed executed jointly for and on behalf of the Associations.

7. Miscellaneous. The undersigned persons executing this Agreement on behalf of the respective Associations represent and certify that they are duly elected officers of such Association and have been fully empowered, by proper resolution, to execute and deliver this Agreement, that the respective party has full corporate capacity and that all necessary corporate or other action for the execution and delivery of this Agreement has been taken and done. Upon reasonable request by a party hereunder, the other party shall make, execute and deliver to the requesting party any and all such other and further agreements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve the rights and obligations contemplated hereunder. The Associations and members of the Management Committee shall each act in good faith in connection with the subject matter hereof and no consent, approval or action required hereunder shall be unreasonably delayed, denied or withheld. This Agreement sets forth all, and is intended by all parties to be an integration of all, of the representations, promises, agreements and understandings among the parties hereto with respect to the subject matter hereof, including, without limitation, any and all zoning commitments, declarations and other instruments, with respect to the subject matter hereof, and this Agreement supersedes and replaces the original Joint Use and Maintenance Agreement, dated as of June 1, 1993. The terms of this Agreement and rights granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto, the lot owners within each of the Subdivisions and their respective successors and assigns and shall be recorded in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

LIBERTY CREEK ASSOCIATION, INC., an Indiana not-for-profit corporation

By: *Dawn M. Smith*
Printed Name: Dawn M. Smith
Title: PRESIDENT, LCA CRA HOA

("Liberty Creek South")

LIBERTY CREEK NORTH ASSOCIATION, INC., an Indiana not-for-profit corporation

By: *Stephen R. Lutomski*
Printed Name: STEPHEN R. LUTOMSKI
Title: PRESIDENT, LCN HOA

("Liberty Creek North")

LIBERTY CREEK NORTH AND STRATFORD GLEN COMMUNITY ASSOCIATION, INC., an Indiana not-for-profit corporation

By: *Christopher R. White*
Printed Name: Christopher R. White
Title: Exec Vice President

("Stratford Glen")

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Don M. Smith, the President of Liberty Creek Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 15th day of June, 1994.

My Commission Expires:
8/4/97

Patricia S. Boudart
Notary Public

My County of Residence:
Marion

Printed Name: Patricia S. Boudart



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Stephen R. Lutwack, the President of Liberty Creek North Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 15th day of June, 1994.

My Commission Expires:
8/4/97

Patricia S. Boudart
Notary Public

My County of Residence:
Marion

Printed Name: Patricia S. Boudart



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Christopher K. White, the Executive President of Liberty Creek North and Stratford Glen Community Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 15th day of June, 1994.

My Commission Expires:
8/4/97

Patricia S. Boudart
Notary Public

My County of Residence:
Marion

Printed Name: Patricia S. Boudart



This instrument prepared by Ronald F. Shady, Jr., Attorney at Law, Klineman, Rose and Wolf, P.C., 135 N. Pennsylvania Street, 2100 First Indiana Plaza, Indianapolis, Indiana 46204-2456; (317) 264-5000.

LIST OF EXHIBITS

- Exhibit "A" ~ Liberty Creek South Subdivision Plat description with instrument number of Declaration noted thereon
- Exhibit "B" ~ Liberty Creek South Subdivision Plat description with instrument number of Declaration noted thereon
- Exhibit "C" ~ Stratford Glen Subdivision legal description with instrument number of Declaration noted thereon
- Exhibit "D" ~ Location of Subdivisions
- Exhibit "E" ~ Description of Amenities (within Stratford Glen)
- Exhibit "F" ~ Description of Amenities (Baseball facilities)
- Exhibit "G" ~ Location of Amenities Areas

Exhibit "A"

The following real estate in Marion County, State of Indiana:

The subdivision known as Liberty Creek Section 1, which plat is filed of record as Instrument Number 83-90188, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 2, which plat is filed of record as Instrument Number 86-46737, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 3, which plat is filed of record as Instrument Number 86-12937, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 4, which plat is filed of record as Instrument Number 84-39062, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 5, which plat is filed of record as Instrument Number 87-106306, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 6, which plat is filed of record as Instrument Number 84-91813, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 7, which plat is filed of record as Instrument Number 85-96448, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 8, which plat is filed of record as Instrument Number 86-23323, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 9, which plat is filed of record as Instrument Number 92-110965, in the office of the Recorder of Marion County, Indiana.

Subject to the Declaration of Covenants, Conditions and Restrictions for Liberty Creek recorded as Instrument Number 87-107945, in the office of the Recorder of Marion County, Indiana.

Which contains a total of 385 platted lots.

Exhibit "B"

The following real estate in Marion County, State of Indiana:

The subdivision known as Liberty Creek North Section 1, which plat is filed of record as Instrument Number 87-86919, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek North Section 2, which plat is filed of record as Instrument Number 88-64126, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek North Section 4, which plat is filed of record as Instrument Number 90-20673, in the office of the Recorder of Marion County, Indiana.

Subject to the Declaration of Covenants Conditions and Restrictions for Liberty Creek North recorded as Instrument Number 88-73610, in the office of the Recorder of Marion County, Indiana.

Which contains a total of 273 platted lots.

EXHIBIT "C"

The following real estate in Marion County, State of Indiana:

The subdivisions known as Liberty Creek North Sections 3, 5A, 5B, 6, 7, 8, 9 and 10 as recorded in the office of the Recorder of Marion County, Indiana.

The subdivisions known as Stratford Glen Sections 1, 2, 3, 4, 5, 6 and 7 as recorded in the office of the Recorder of Marion County, Indiana.

The subdivisions known as Liberty Village Sections 1 and 2 as recorded in the office of the Recorder of Marion County, Indiana.

Subject to the Declaration of Covenants, Conditions and Restrictions of Liberty Creek North and Stratford Glen, recorded as Instrument Number 91-99410, in the office of the Recorder of Marion County, Indiana.

Which will contain a total of 652 platted lots.

OVERALL SALES EXHIBIT FOR
AUTUMN RIDGE WEST & STRATFORD GLEN
 INDIANAPOLIS, INDIANA

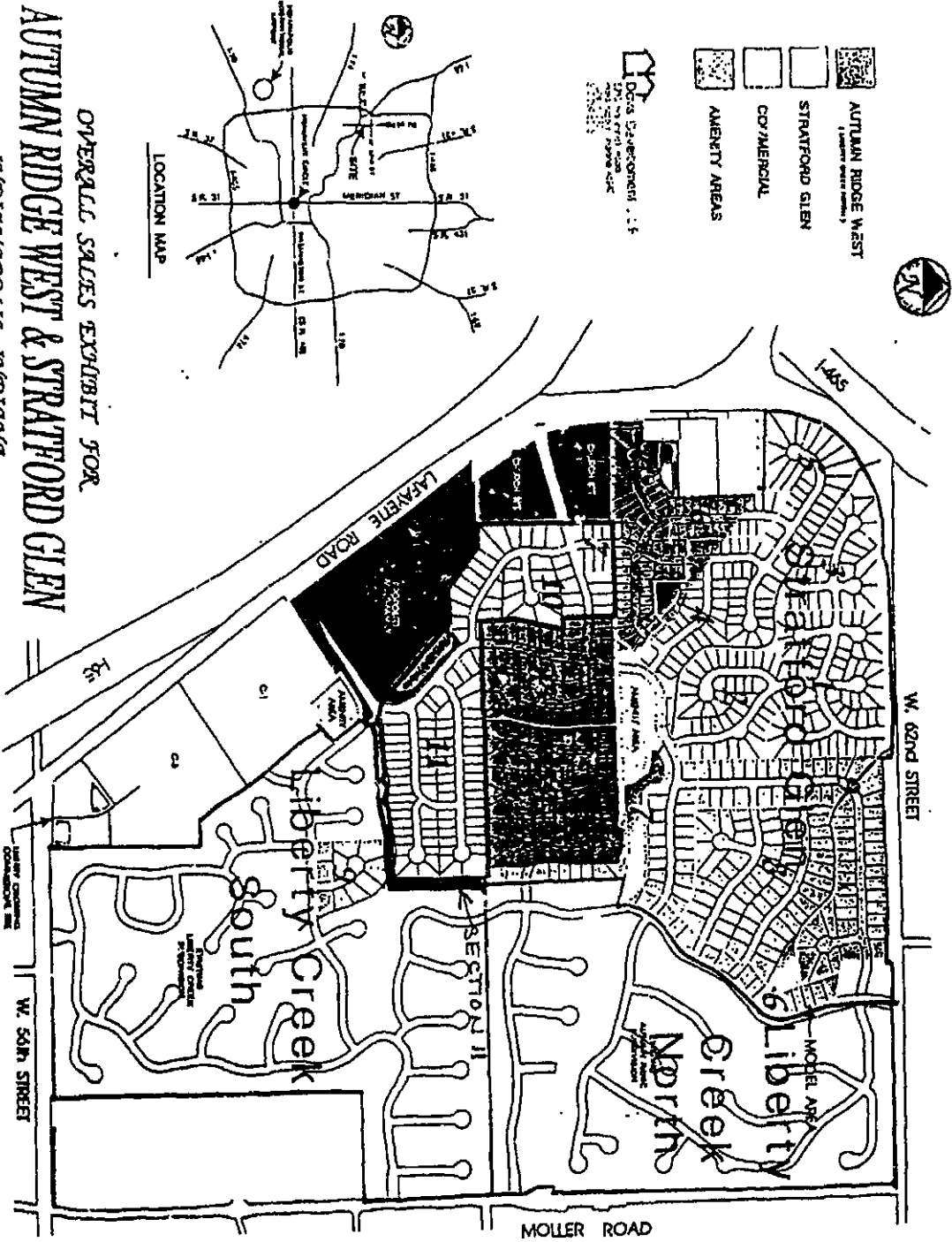






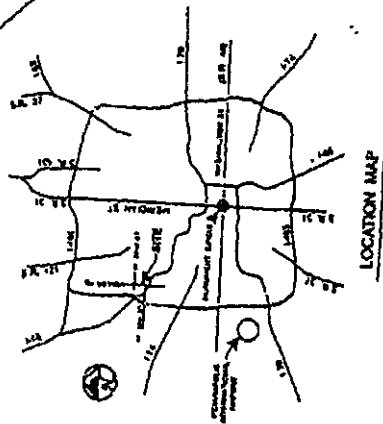
Exhibit "D"

Exhibit "D"



-  AUTUMN RIDGE WEST
(Landscape Architecture)
-  STRATFORD GLEN
-  COMMERCIAL
-  AMENITY AREAS

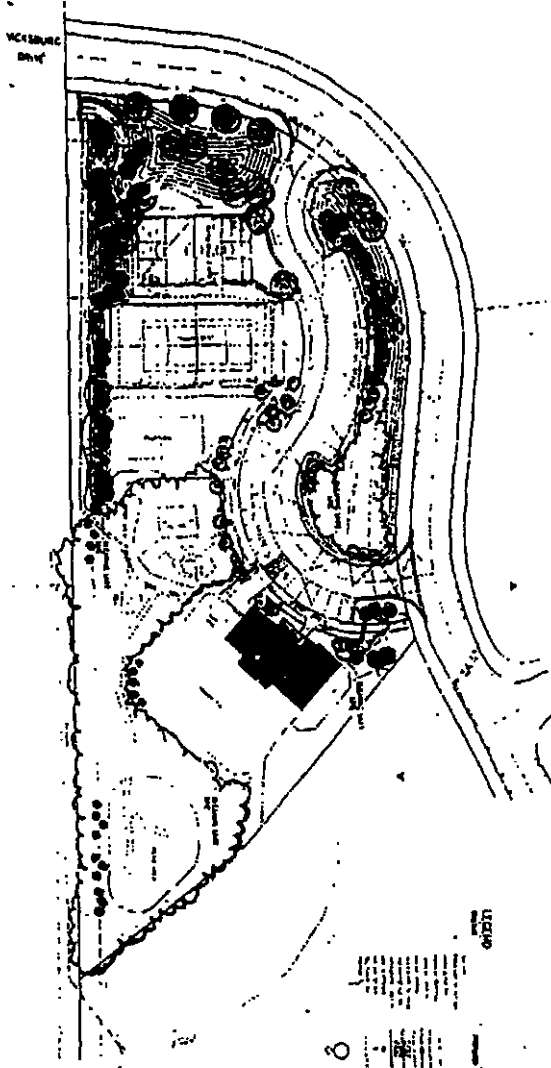
DEVELOPERS: L.L. STRATFORD & SONS, INC.
 1000 W. 56th Street, Suite 100
 Indianapolis, IN 46216



OVERALL SITES EXHIBIT FOR
AUTUMN RIDGE WEST & STRATFORD GLEN
 INDIANAPOLIS, INDIANA

CONCEPTUAL PLAN FOR ZONING AND PRESENTATION PURPOSES.
FINAL PLAN MAY HAVE MINOR CHANGES HOWEVER IT WILL BE
IN SUBSTANTIAL CONFORMANCE WITH THIS CONCEPTUAL PLAN.

CONCEPTUAL PLAN



LEGEND
[Symbol] [Symbol] [Symbol]
[Symbol] [Symbol] [Symbol]
[Symbol] [Symbol] [Symbol]

Exhibit E.

2-3	DATE: 11/11/03	SCALE: 1"=40'	PROJECT: COMMUNITY BUILDING AREA	DEVELOPMENT CONCEPT	MPA
			140' BY 200' NORTH STRATFORD CREEK	COMMUNITY BUILDING AREA 140' BY 200' NORTH STRATFORD CREEK	MPA

**CYBERALL SALES EXHIBIT FOR
AUTUMN RIDGE WEST & STRATFORD GLEN
INDIANAPOLIS, INDIANA**

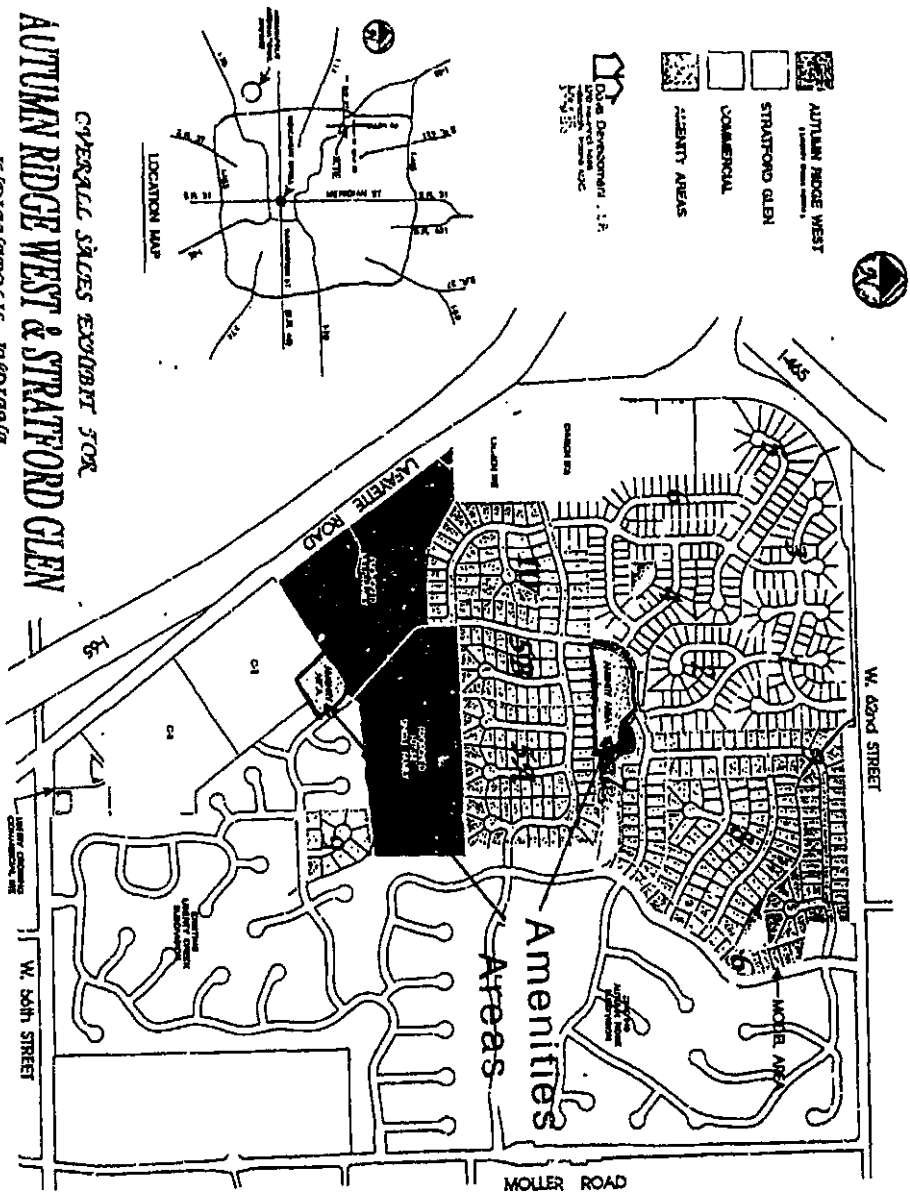
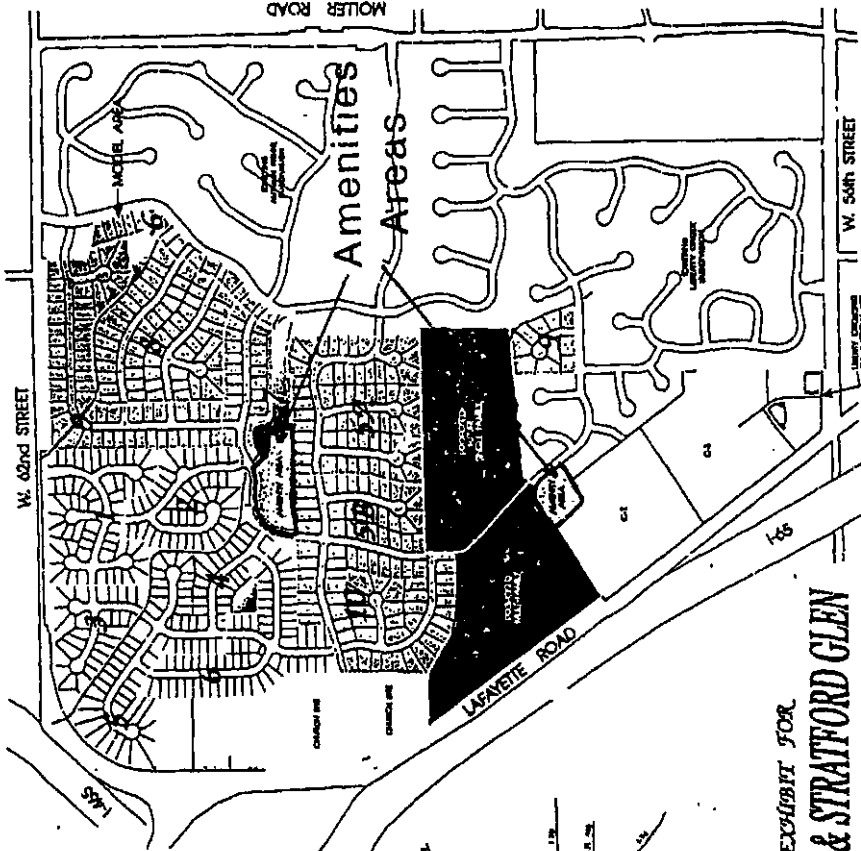





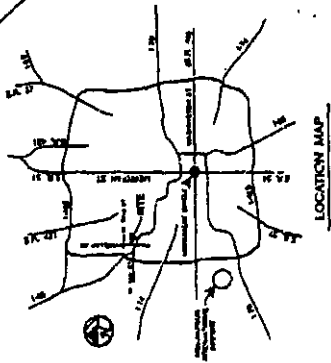


Exhibit "G"



-  AUTUMN RIDGE WEST
(Lottery sales only)
-  STRATFORD GLEN
-  COMMERCIAL
-  AMENITY AREAS

 Dale Development, L.P.
10000 Dale Road, Suite 100
Dallas, TX 75243



OVERALL SALES EXHIBIT FOR
AUTUMN RIDGE WEST & STRATFORD GLEN
 INDIANAPOLIS, INDIANA

4

FILED

DEC 07 1994

JOHN W. ROMERIL
MARION COUNTY RECORDER

Dec 7 1994 16726

TENTH SUPPLEMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF LIBERTY CREEK NORTH AND STRATFORD GLEN

TOWNSHIP
ASSESSOR

This Tenth Supplement is made this 7th day of December, 1994, by Davis Development, L.P., an Indiana limited partnership and successor in interest to Davis Land Developers, Inc. (the "Developer").

1. Developer is the owner of certain real estate more particularly described in Exhibit "A" attached hereto (the "Additional Real Estate").

2. Developer executed that certain Declaration of Covenants, Conditions and Restrictions of Liberty Creek North and Stratford Glen, on September 12, 1991 and recorded the same on September 26, 1991 as Instrument No. 91-99410 in the Office of the Recorder of Marion County, Indiana (the "Declaration").

3. Developer reserved in said Declaration the right from time to time, acting alone, to subject to the terms and provisions of the Declaration certain additional real estate located within the tracts adjacent to the Initial Real Estate (as defined in the Declaration) by execution and recordation in the Office of the Recorder of Marion County of a supplemental declaration so annexing all or any part of such real estate.

4. The Additional Real Estate constitutes a part of the tract adjacent to the Initial Real Estate.

NOW, THEREFORE, Declarant, in accordance with the rights reserved in the Declaration, makes this Tenth Supplement as follows:

1. Definitions. All terms used in this Tenth Supplement not otherwise defined in this Tenth Supplement shall have the meanings set forth in the Declaration. Accordingly, the Additional Real Estate shall hereafter for all purposes be included in the definition of Real Estate in the Declaration, as the same may be amended or supplemented from time to time as therein provided.

2. Tenth Supplement to Declaration. Developer hereby expressly declares that the Additional Real Estate, together with all improvements of every kind and nature whatsoever located thereon, shall be annexed to the Real Estate and be subject to the provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, and the Real Estate is hereby expanded to include the Additional Real Estate, all as if the same had originally been included in the Declaration. The Additional Real Estate shall be hereafter held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to all of the provisions, agreements,

covenants, conditions, restrictions, easements, assessments, charges and liens of the Declaration, as the same may be amended or supplemented from time to time as therein provided.

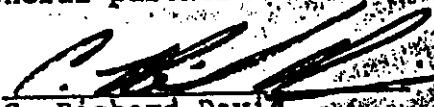
3. Effect of Covenants. All such provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, shall be covenants running with the land and shall be binding upon, and inure to the benefit of Developer and any other person or entity having any right, title or interest in the Real Estate or any part thereof.

4. Declaration Continuous. Except as expressly supplemented by this Tenth Supplement, the Declaration shall continue unchanged and in full force and effect.

IN WITNESS WHEREOF, this Tenth Supplement has been executed by Developer as of the date first above written.

By: Davis Development, L.P.,
an Indiana limited partnership

By: Davis Development, Inc.,
general partner

By: 
C. Richard Davis
President

ARTICLE I

NAME

The name of the corporation is Liberty Glen Amenities, Inc. (hereafter referred to as "Corporation").

ARTICLE II

TYPE OF CORPORATION

The Corporation is a mutual benefit corporation.

ARTICLE III

MEMBERSHIP

Section 3.1. Members. Liberty Creek South, Liberty Creek North and Stratford Glen, as corporate entities, on behalf of and for the benefit of each of its members, as defined and referred to in each respective Articles of Incorporation, By-Laws or the Declarations, shall be and become an Association Member of the Corporation. Each Association Member shall appoint two representatives to attend all meetings of the Association Members and to vote for and on behalf of such Association Member ("Member Representatives").

Section 3.2. Rights, Preferences, Limitations and Restrictions. Except as hereafter specifically provided, all Association Members shall have the same rights, privileges, duties, liabilities, limitations and restrictions as the other Association Members. All Association Members shall abide by the Articles of Incorporation, the Code of By-Laws, the rules and regulations adopted by the Board of Directors, and all covenants, restrictions and other provisions contained in the Joint Use Agreement. Any Association Member who fails to comply with the requirements of these Articles, the Joint Use Agreement, the By-Laws or the rules and regulations made pursuant thereto, including the payment of assessments, shall, if a majority of the Board of Directors by an affirmative vote at a Board of Directors' meeting so determine, during the time period of such failure, suspend its membership rights and interest to vote on any matter coming before the Association Members and the rights and interest of each of its members to use the Amenities. However, a Association Member may not be so suspended except under a procedure adopted by resolution of a majority of the Board of Directors that is fair, reasonable and carried out in good faith. Such a procedure shall fully comply with the Act, as amended.

Section 3.3. Meetings of Association Members. Meetings of the Association Members may be held at any place inside Marion County, Indiana, which shall be designated by the Board of Directors of the Corporation, or as the By-Laws may designate.

ARTICLE IV

PURPOSES AND POWERS

Section 4.1. Purposes. The purposes for which the Corporation is formed are to perform and assume all of the duties, responsibilities, obligations and functions of the Management Committee as set forth in the Joint Use Agreement, the terms of which are hereby incorporated herein by reference, and generally to provide for the maintenance, repair, upkeep, replacement, administration, operation and management of the Amenities, as such are designated and defined in the Joint Use Agreement and/or the Declarations, and to pay any other necessary expenses and costs in connection with the same in accordance with the Corporation's By-Laws and to perform such other functions as may be designated to it.

Section 4.2. Powers. Subject to any limitation or restriction imposed by the Act, any other law, the Joint Use Agreement, the Declarations or any other provision of these Articles of Incorporation, the Corporation shall have the power:

(a) To exercise all of the powers and privileges and perform all of the duties and obligations of the Corporation as set forth herein and the Corporation's By-Laws, as the same may be amended from time to time;

(b) To establish, levy, collect and enforce payment by any lawful means of any charges or assessments made against Association Members pursuant to the terms of the Joint Use Agreement, Declarations and/or the By-Laws; to pay all expenses in connection with such collection and all office and other expenses incident to the conduct of the business of the Corporation including any license fees, taxes or other governmental charges levied or imposed against the property of the Corporation;

(c) To borrow money and, with the consent of two-thirds (2/3) of the Association Members and Mortgagees, mortgage, pledge, deed in trust or hypothecate any and all of its real or personal property as security for money borrowed or debts incurred;

(d) To enter into, make, perform and carry out, or cancel and rescind, contracts for any lawful purposes pertaining to its business;

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for the public use or otherwise dispose of real or personal property which is held in title by this Corporation in connection with the affairs of the Corporation in accordance with the terms of the Joint Use Agreement and Declarations;

(f) To dedicate, sell or transfer any part of the Amenities to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Association Members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Association Members and Mortgagees agreeing to such dedication, sale or transfer, except as otherwise provided in the Joint Use Agreement;

(g) To sue, be sued, complain, and defend in the Corporation's corporate name;

(h) To make and amend By-Laws not inconsistent with the Corporation's Articles of Incorporation, the Act, the Joint Use Agreement, the Declarations or with Indiana law for managing the affairs of the Corporation;

(i) To confirm the appointment of directors, elect and appoint officers according to the By-Laws, and appoint employees and agents of the Corporation, and define the duties and fix the compensation of directors, officers, employees and agents;

(j) To purchase and maintain insurance on behalf of any individual who:

(1) is or was a director, an officer, an employee, or an agent of the Corporation; or

(2) is or was serving at the request of the Corporation as a director, an officer, an employee, or an agent of another entity;

against any liability asserted against or incurred by the individual in that capacity or arising from the individual's status as a director, an officer, an employee, or an agent, whether or not the Corporation would have power to indemnify the individual against the same liability under this article;

(k) To have, hold, exercise and enjoy in furtherance of the purposes set forth hereinabove and hereinbelow, all of the rights, powers, privileges and immunities granted, and not expressly denied, by the Act as now or hereafter amended and under the common law as may be necessary, convenient or expedient in order to accomplish the purposes set forth hereinabove and hereinbelow, but subject to any limitation or restriction imposed by the Act, by any other law, by these Articles of Incorporation, or by the Joint Use Agreement and /or Declarations;

(l) To do everything necessary, proper, advisable, or convenient for the accomplishment of any of the purposes, or the attainment of any of the objects or the furtherance of any of the powers herein set forth, and to do every other act and thing incidental thereto or connected therewith, which is not forbidden by the laws of the State of Indiana, or by the provisions of these Articles of Incorporation or the Joint Use Agreement;

(m) To do all acts and things necessary, convenient or expedient to carry out the purposes for which the Corporation is formed.

(n) To exercise all of the powers and privileges and perform all of the duties and obligations of the Management Committee as set forth in the Joint Use Agreement.

Section 4.3. Limitation of Activities. The Corporation shall not possess the power of engaging in any activities for the purpose of or resulting in the pecuniary remuneration to its Association Members as such. This provision shall not prohibit fair and reasonable compensation to Association Members or owners for services actually rendered; nor shall it prohibit the Corporation from charging a fee for services rendered; nor shall it prohibit the Corporation from charging a fee for admission to any presentation it may make or other undertakings so long as any funds so raised do not inure to the profit of its Association Members.

ARTICLE V

REGISTERED AGENT, REGISTERED
OFFICE AND PRINCIPAL OFFICE

Section 5.1 Registered Agent and Registered Office. The following is the name and street address of the Corporation's registered agent and registered office for service of process:

Ardsley Management Co., Inc.
3002 E. 56th Street
Indianapolis, IN 46220

Section 5.2 Principal Office. The post office address of the principal office of the Corporation is:

3002 E. 56th Street
Indianapolis, IN 46220

ARTICLE VI

TERM OF EXISTENCE

The period during which the Corporation shall continue as a corporation is perpetual.

ARTICLE VII

DIRECTORS

Section 7.1. Number and Qualification of Directors. The number of the Directors of this Corporation shall be six (6), consisting of two (2) persons representing each Association Member. Each Director shall be an officer or director of the Association Member to which he or she is associated and shall be a Member Representative of the Association Member as provided for in Section 3.1 above. Other qualifications of Directors and the election of Directors shall be as prescribed from time to time in the By-Laws of the Corporation.

Section 7.2. Board of Directors. The initial Board of Directors shall be composed of the following persons, to-wit:

Robert Sims
James Norris

Mary Welch Zenor
Jeff Rice

Juri Tults
James Schuck

(hereinafter referred to as the "Initial Board"), all of whom have been or shall be appointed by the respective Association Member with which they are associated. The Initial Board shall hold office until the next annual meeting of the Association Members. In the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the next annual meeting of the Association

Members, every such vacancy shall be filled by a person appointed by the Association Member with which the vacating Director was associated, who shall thereafter be deemed a member of the Initial Board. Thereafter, the Board of Directors shall consist of the six (6) Member Representatives pursuant to Sections 3.1 and 7.1 above. At the annual meeting of the Corporation, the Member Representatives shall be confirmed as the Corporation's Board of Directors and each Director shall hold office for a term of one (1) year or until his or her successor shall have been elected and qualified. As more fully described in the By-Laws, the Association Members shall each have one (1) vote on any matter coming before the Corporation to be exercised by the Member Representatives.

Section 7.3. Vacancies in the Board of Directors. Any vacancy occurring on the Board of Directors caused by a death, resignation or otherwise, shall be filled until the next annual meeting of the Association Members by a person appointed by the Association Member with which the vacating Director was associated, unless specified otherwise in the By-Laws.

Section 7.4. Removal of Directors. A Director or Directors may be removed by the Association Members with or without cause if the number of votes cast to remove would be sufficient to elect the Director(s) at a meeting to elect Directors. A Director or Directors may be removed by the Association Members only at a meeting called for the purpose of removing the Director(s). The meeting notice must state that the purpose of the meeting is for voting upon the removal of the Director(s). In such case, his or her or their successor(s) shall be appointed at the same meeting by the Association Member with which the removed Director(s) was or were associated to serve for the remainder of the term(s) of the removed Director(s).

ARTICLE VIII INCORPORATORS

The name and address of the incorporators of the Corporation are as follows:

Liberty Creek Association, Inc. 3002 E. 56 th Street Indianapolis, IN 46220	Liberty Creek North Association, Inc. 3002 E. 56 th Street Indianapolis, IN 46220
Liberty Creek North and Stratford Glen Community Association, Inc. 3002 E. 56 th Street Indianapolis, IN 46220	

ARTICLE IX STATEMENT OF PROPERTY

All assets and liabilities, real, personal, and otherwise, now owned or hereafter acquired by the Corporation, stand for and constitute all of the assets and liabilities of the Corporation.

ARTICLE X

PROVISIONS FOR REGULATION OF BUSINESS AND CONDUCT OF AFFAIRS OF THE CORPORATION

Section 10.1. Individual Application. Each of the Owners within the Liberty Creek South Subdivision, Liberty Creek North Subdivision and Stratford Glen Subdivisions, by their approval of the Joint Use Agreement and in the future by their acceptance of their respective deeds to their, covenant and agree to be bound by the conditions, restrictions, and obligations contained in these Articles of Incorporation, the By-Laws of the Corporation, and the rules and regulations of the Corporation, together with all amendments or supplements thereto. All of the Owners, future Owners, tenants, future tenants, their guests and invitees, or any other person who might now or hereafter use or occupy a Home or any part of the Amenities shall be subject to the rules, restrictions, terms, and conditions set forth in the Articles of Incorporation, the By-Laws, and the Indiana Nonprofit Corporation Act of 1991 (the "Act"), all as the same may be amended from time to time, and to any rules and regulations adopted by the Board of Directors as herein provided.

Section 10.2. Powers Exercised by Board. Subject to any limitations or restrictions imposed by law, by these Articles of Incorporation or by the Joint Use Agreement, the Board of Directors of the Corporation is hereby authorized to exercise, in furtherance of the purposes of the Corporation, all the powers of the Corporation without prior authorization or subsequent approval of the Association Members of the Corporation or of any other person or entities.

Section 10.3. Liability of Association Members. Except as may be provided in the Joint Use Agreement or the By-Laws of the Corporation, the Association Members of the Corporation, the individual property of the Association Members or the homeowner members of each Association Member shall not be subject to any liability for any debts of the Corporation.

Section 10.4. Dissolution. The Corporation may be dissolved voluntarily only with the written consent of all three (3) Association Members.

Section 10.5. Distribution of Property On the Voluntary or Involuntary Dissolution of the Corporation. Upon the voluntary or involuntary dissolution of the Corporation, the Board of Directors shall, after paying or making provision for payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation by distributing and transferring the same to the Association Members.

Section 10.6. Amendment of Articles of Incorporation. Unless otherwise required by the Act, as amended, any amendment to the Articles of Incorporation shall require the consent of at least a majority of the total numbers of Association Members.

Section 10.7. No Private Benefit. No money or property received or held by the Corporation shall ever inure, directly or indirectly, to the private benefit of any Association Member, Director or Officer of the Corporation or to any other person whomsoever except for reasonable compensation for services actually rendered to the Corporation.

Section 10.8. Indemnification. The Board of Directors of this Corporation may, at its discretion, indemnify any or all directors, officers, employees, or agents or former directors, officers, employees or

agents of the Corporation, as shall be prescribed from time to time in the By-Laws of the Corporation. Whenever the By-Laws of the Corporation shall not specify any indemnification provisions for the benefit of such above-named persons, all such above-named persons shall have all rights of indemnification as are proscribed in the Act.

Section 10.9. Compensation of Employees. In order to carry out the purposes and activities of the Corporation, such individuals as are deemed necessary may be employed, and each such employee may be paid such compensation for services actually rendered in the course of such employment as may be fixed in the manner provided by the Board of Directors of the Corporation.

Section 10.10. By-Laws. The By-Laws of the Corporation may be amended as set forth in the By-Laws. Said By-Laws may contain other provisions consistent with the laws of the State of Indiana, for the regulation and management of the affairs of the Corporation.

Section 10.11. Assessments and Collection. The cost of maintaining, repairing and replacing the Amenities shall be certain common expenses which shall be subject to assessment, lien and collection procedures as more fully set forth in the Declarations, the Joint Use Agreement and the By-Laws of the Corporation.

IN WITNESS WHEREOF, We, the undersigned Incorporators, do hereby execute these Articles of Incorporation and certify the truth of the facts herein stated, this 1st day of December, 1998.

Liberty Creek Association, Inc.

Attest: Sylvia M. Payne
Signature
Sylvia M. Payne, PRES.
Printed

By: [Signature]
Signature
Juri A. Tolts, BOARD MEMBER
Printed

Liberty Creek North Association, Inc.

Attest: Robert Sims
Signature
Robert Sims
Printed

By: James P. Norris
Signature
JAMES P. NORRIS, Assistant Rep
Printed

Liberty Creek North and Stratford Glen Community Association, Inc.

Attest: Mary Welch Zenor
Signature
MARY WELCH ZENOR, SECRETARY
Printed

By: Jeff S. Rice
Signature
JEFF S. RICE, TREASURER
Printed

We affirm under penalties for perjury that the above statements are true and correct to the best of my knowledge and belief.

Robert Sims
Signature Robert Sims, Pres. Lib. Assn.

Jeff S. Rice
Signature Jeff S. Rice, Treasurer

Sylvia M. Payne
Signature Sylvia M. Payne, Pres. Lib. Assn.

ACKNOWLEDGMENTS

STATE OF INDIANA

SS:

COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared Sylvia M. Payne and Juri A. Tults, the PRESIDENT and BOARD MEMBER, respectively, of Liberty Creek Association, Inc., who acknowledged execution of the foregoing Articles of Incorporation for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 1 day of DECEMBER, 1998.

My Commission Expires 12-20-01

P. Thomas Murray, Jr.
Signature

Residing in MARION County, Indiana

P. THOMAS MURRAY, JR.
Printed
Notary Public

STATE OF INDIANA

SS:

COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared ROBERT SIMS and JAMES P. NORRIS, the PRESIDENT and AMBUNITIES REPR., respectively, of Liberty Creek North Association, Inc., who acknowledged execution of the foregoing Articles of Incorporation for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 1 day of DECEMBER, 1998.

My Commission Expires 12-20-01

P. Thomas Murray, Jr.
Signature

Residing in MARION County, Indiana

P. THOMAS MURRAY, JR.
Printed
Notary Public

STATE OF INDIANA

SS:

COUNTY OF MARION

Before me, a Notary Public in and for said County and State, personally appeared MARY WELCH ZENOR and JEFF S. RICE, the SECRETARY and TREASURER, respectively, of Liberty Creek North and Stratford Glen Community Association, Inc., who acknowledged execution of the foregoing Articles of Incorporation for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 1 day of DECEMBER, 1998.

My Commission Expires 12-20-01

P. Thomas Murray, Jr.
Signature

Residing in MARION County, Indiana

P. THOMAS MURRAY, JR.
Printed
Notary Public


This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads & Murray, P.C.,
Attorneys at Law, 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550. 

Exhibit "A"

The following real estate in Marion County, State of Indiana:

The subdivision known as Liberty Creek Section 1, which plat is filed of record as Instrument Number 83-90188, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 2, which plat is filed of record as Instrument Number 85-46757, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 3, which plat is filed of record as Instrument Number 86-129937, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 4, which plat is filed of record as Instrument Number 84-59062, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 5, which plat is filed of record as Instrument Number 87-106306, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 6, which plat is filed of record as Instrument Number 84-91813, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 7, which plat is filed of record as Instrument Number 85-96448, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 8, which plat is filed of record as Instrument Number 86-23323, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek Section 9, which plat is filed of record as Instrument Number 92-110965, in the office of the Recorder of Marion County, Indiana.

Subject to the Declaration of Covenants, Conditions and Restrictions for Liberty Creek recorded as Instrument Number 87-107945, in the office of the Recorder of Marion County, Indiana.

Which contains a total of 385 platted lots.

Exhibit "B"

The following real estate in Marion County, State of Indiana:

The subdivision known as Liberty Creek North Section 1, which plat is filed of record as Instrument Number 07-86919, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek North Section 2, which plat is filed of record as Instrument Number 88-64126, in the office of the Recorder of Marion County, Indiana.

Also,

The subdivision known as Liberty Creek North Section 4, which plat is filed of record as Instrument Number 90-20673, in the office of the Recorder of Marion County, Indiana.

Subject to the Declaration of Covenants Conditions and Restrictions for Liberty Creek North recorded as Instrument Number 88-73610, in the office of the Recorder of Marion County, Indiana.

Which contains a total of 275 platted lots.

EXHIBIT "C"

The following real estate in Marion County, State of Indiana:

The subdivisions known as Liberty Creek North Sections 3, 5A, 5B, 6, 7, 8, 9 and 10 as recorded in the office of the Recorder of Marion County, Indiana.

The subdivisions known as Stratford Glen Sections 1, 2, 3, 4, 5, 6 and 7 as recorded in the office of the Recorder of Marion County, Indiana.

The subdivisions known as Liberty Village Sections 1 and 2 as recorded in the office of the Recorder of Marion County, Indiana.

Subject to the Declaration of Covenants, Conditions and Restrictions of Liberty Creek North and Stratford Glen, recorded as Instrument Number 91-99410, in the office of the Recorder of Marion County, Indiana.

Which will contain a total of 652 platted lots.

9

Cross Reference: 87-91947; 87-90652; 87-86919

**NOTICE OF AMENDMENTS TO
THE BY-LAWS OF
LIBERTY CREEK NORTH ASSOCIATION, INC.**

The Board of Directors of Liberty Creek North Association, Inc. ("Association") hereby gives notice of Amendments to the Association's By-Laws.

WITNESSETH:

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as Liberty Creek North was established upon the recording of a certain "Declaration of Covenants, Conditions and Restrictions" for Liberty Creek North with the Office of the Marion County Recorder on August 6, 1987, as **Instrument No. 87-90652**, together with certain Plats; and

WHEREAS, the By-Laws of the Association were filed with the Office of the Marion County Recorder on August 10, 1987, as **Instrument No. 87-91947**; and

WHEREAS, the Board of Directors and members of the Association approved certain Amendments to the By-Laws of the Association.

NOW, THEREFORE, the undersigned officer of the Association gives notice of the following:

That the Amendments to the By-Laws of the Liberty Creek North Association, Inc. which are attached hereto, designated as pages 13, 14 and 15, constitute a true and accurate copy of said Amendments.

09/06/01 11:34AM WANDA MARTIN MARION CTY RECORDER JAN 18.00 PAGES: 4
Inst # 2001-0157867

AMENDMENTS TO THE BY-LAWS
OF THE
LIBERTY CREEK NORTH ASSOCIATION, INC.

AMENDMENT I

This amendment shall be instituted in placement of ARTICLE VI, MEETINGS OF DIRECTORS, Section 1. Regular Meetings. (page 5)

Regular meetings of the Board of Directors shall be held bi-monthly without notice, at such place and hour as they may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

AMENDMENT II

This amendment shall be instituted in addition to ARTICLE VII, POWERS AND DUTIES OF THE BOARD OF DIRECTORS, Section 2. Duties (h). (page 7)

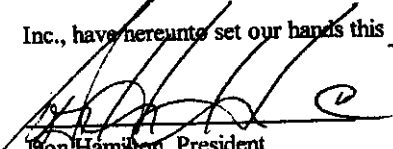
(h) In response to fairness in the dealing between the Board of Directors and the Members, it shall be the duty of the Board of Directors to set a standard policy outlining procedures in dealing with disputes, issues and architectural guidelines. These policies and procedures will be guidelines for the process needed to be taken for the fair and amicable handling of member issues, concerns and disputes. This will be instituted to assist any management company and future Board of Directors in the proper and unbiased handling of any issues that may arise.

AMENDMENT III

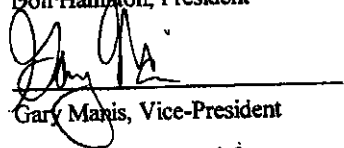
This amendment shall be instituted in addition to ARTICLE XI, ASSESSMENTS, Section 2.
Special Assessments. (page 10)

Section 2. In response to an immediate safety or legal issue where additional monies may be needed to aid with association natural catastrophes or severe maintenance needs, the Board of Directors has the authority, with a majority Board vote, to assess a special assessment not to exceed \$26,625 equaling no more than \$75 per member household per year, if necessary. Any additional emergency or legal assessment must be approved by a two-thirds majority consensus of all members resulting from a Special Meeting or Annual Meeting as stated in the By-laws.

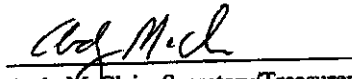
IN WITNESS WHEREOF, we, being all of the directors of the Liberty Creek North Association, Inc., have hereunto set our hands this 24 day of April, 2001.



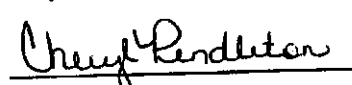
Don Hamilton, President



Gary Manis, Vice-President



Andy McClain, Secretary/Treasurer



Cheryl Pendleton, Member

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Liberty Creek North Association, an Indiana Corporation, and

THAT the foregoing Amendments to the By-Laws constitute the amended By-Laws of said Association as duly adopted by a majority vote at a annual meeting of the Board of Directors and Members thereof, held on the 5th day of December, 2000.

IN WITNESS WHEREOF, I have hereunto subscribed by name affixed the seal of said Association this 24 day of April, 2001.

Andy McClain
Andy McClain, Secretary/Treasurer

State of Indiana, Marion County;

Before me, undersigned, a Notary in and for said County and State,

this 24 day of April, 2001.

Beth Reynolds, Notary Public, Printed Beth A. Reynolds

My commission expires 7/1/01, County of Residence: Marion

CROSS REFERENCE

JOHN R. VOYARY
MARION COUNTY RECORDER

920084652

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JUN 30 1992 PLAT COVENANTS AND RESTRICTIONS

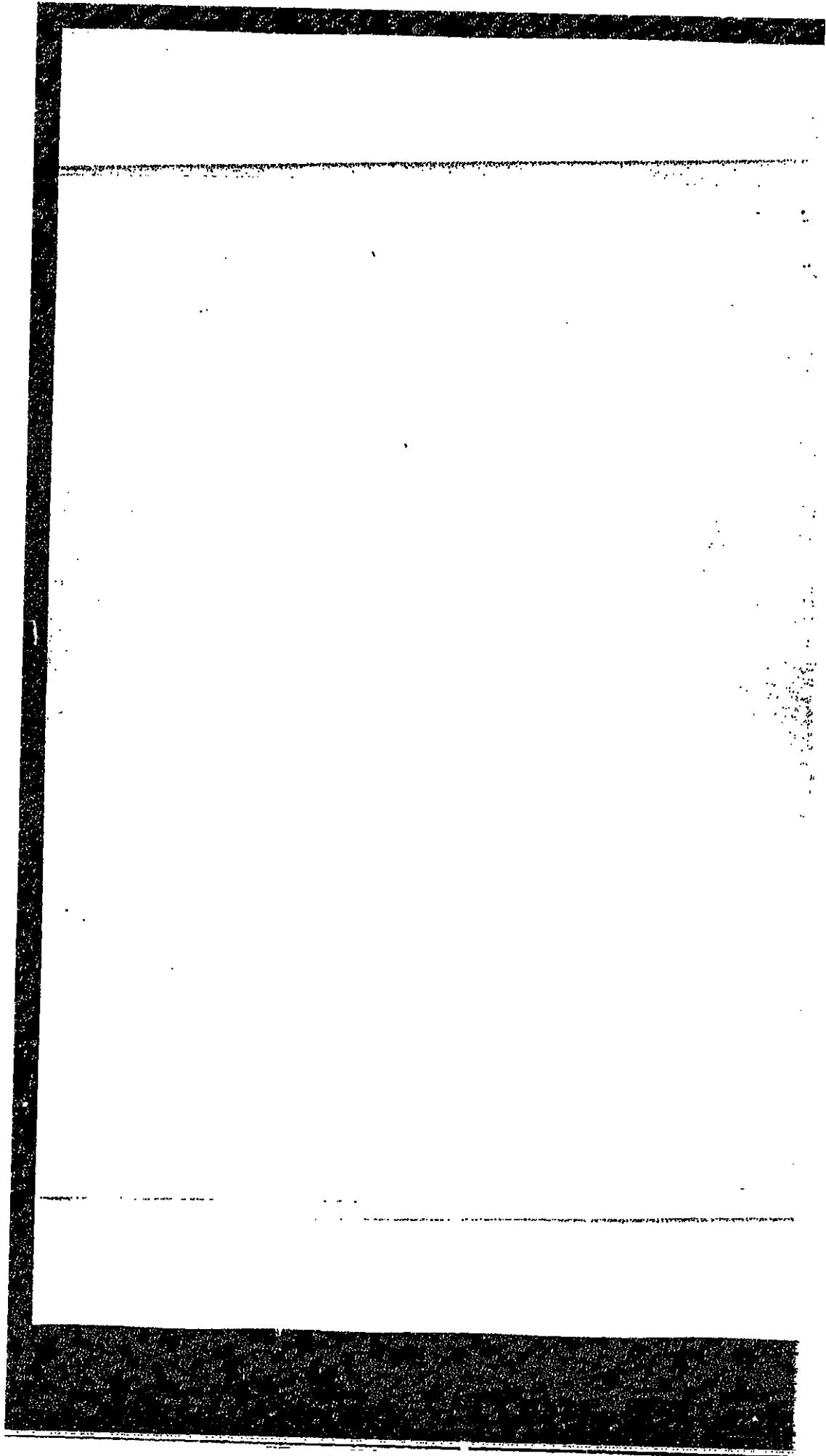
JUN 30 1992

LIBERTY CREEK NORTH SECTION 3
PIKE TOWNSHIP ASSESSOR

The undersigned, (collectively, the "Owners"), are the owners of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Owners are concurrently platting and subdividing the Real Estate as shown on the plat for Liberty Creek North, Section 3, which is filed of record 920084652 1992, in the office of the Recorder of Marion County, Indiana (the "Plat") and desire in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Liberty Creek North Section 3". In addition to the covenants and restrictions hereinafter set forth, the Real Estate shall also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions, dated September 12, 1991 and recorded on September 26, 1991 as Instrument No. 91-99410, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Liberty Creek North and Stratford Glen Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed by the Owners upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. DRAINAGE UTILITY AND SEWER EASEMENTS. There are areas of ground on the plat marked "Drainage Easement", "Utility Easement" or "Sewer Easement", either separately or in combination. The Drainage Utility and Sewer Easements are hereby created and reserved (a) for the use of all public utility



companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services; and (b) for (i) the use of Developer during the Development Period (as such terms are defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The owner of any Lot in the Subdivision subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Department of Public Works for the purposes of installation and maintenance of storm and sanitary systems. The delineation of the Drainage Utility and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 2. Except as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements.

3. LANDSCAPE EASEMENTS. There are areas of ground on the plat marked "Landscape Easements" which are hereby and created and reserved: (i) for the use of Developer during the Development Period for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the association, no permanent structure, including, without limitation, fences shall be erected or maintained in or upon said Landscaping Easements. The expenses associated with the activities described in clauses (i) and (ii) above shall be deemed to be "Common Expenses" of the Association as defined in the Declaration, and the Landscape Easements created hereby shall be deemed to be "Common Areas" as defined in the Declaration for purposes of Paragraphs 3.1, 4.3, 5.7 and 9.2 of the Declaration.

4. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth from the minimum as designated on the Plat. The minimum front setback shall be twenty (25) feet from the right-of-way to the living area. The minimum rear yard setback shall be twenty (20) feet from the rear property line to the living area. The aggregate side yards shall be thirteen (13) feet, provided that no side yard shall be less than five (5) feet.

5. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a Lot shall have less than one thousand, (1,000) square feet of floor area, exclusive of garages, carports and open porches. The minimum main (first floor) living area of any building higher than one story shall be six hundred sixty (660) square feet. Each residence Unit shall include an attached two-car enclosed garage. The portion of the total area of any Lot that is covered by the residential dwelling (including any attached residential accessory building) shall not exceed sixty-five percent (65%). The maximum height of any residential dwelling constructed on a lot shall be thirty-five (35) feet. The maximum height of any attached residential accessory building shall be twenty (20) feet.

6. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any lot, and no business may be conducted on any part thereof. No structure shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

7. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

8. TEMPORARY STRUCTURES. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

9. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

10. VEHICLE PARKING. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

11. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale.

12. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

13. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

14. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or other method of sewage disposal shall be located or constructed on any Lot.

15. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

16. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.

17. ANTENNA AND SATELLITE DISHES. No outside antennas or satellite dishes shall be permitted in the Subdivision.

18. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision.

19. FENCING. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

20. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.

21. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring lots, common areas and the street.

22. OUTSIDE LIGHTING. All outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

23. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

24. LOT 382 LANDSCAPE EASEMENT. With respect to the Landscape Easement located on Lot 382, neither the Developer nor the Association shall make any changes to any entrance, lighting or irrigation structures, designs or landscaping located in such easement which would adversely affect the use, enjoyment or resale value of such lot. Any dispute about whether any such change in fact caused such an adverse effect shall be resolved by vote of a majority of the members of the Association at any duly called regular or special meeting thereof. It shall be the obligation of the Association to pay any property taxes which are properly allocable to the land comprising the Landscape Easement located on Lot 382.

25. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate (including without limitation the Owners), and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

26. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

27. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots or Residence Units in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the Lot owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

28. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until

December 31, 2005, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

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



IN WITNESS WHEREOF, the undersigned, as the Owners of the Real Estate, have hereunto caused their names to be subscribed as of this 15 day of June, 1992.

LOT 391



Ivy Homes, Inc.

By: 
Name: David E. Stroup
Title: President



LOT 392


Hector Aleman

Margaret V. Fastigi-Aleman

LOT 189


Frank A. Pannocchia

Rhonda F. Pannocchia

LOT 190


James N. Thompson

Merrie D. Thompson

Developer Consent:

**James L. Brothers,
Chapter 11 Trustee in Bankruptcy for
American Community Development Corp.**

By: *James L. Brothers*
Name: James L. Brothers
Title: Trustee

Association Consent:

**Liberty Creek North and
Stratford Glen Community Association, Inc.**

By: *C. Richard Davis*
Name: C. Richard Davis
Title: President



This instrument was prepared by C. Richard Davis, President of Davis Development, L.P., 8250 Haverstick Road, Suite 290, Indianapolis, Indiana 46204.

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared David L. Stroup, President of Ivy Homes, Inc., an Indiana corporation, who acknowledged the execution of this instrument as his or her voluntary act and deed.

Witness my signature and Notarial Seal this 7 day of May, 1992.

David Gilman
Notary Public
DAVID GILMAN
Printed

My Commission Expires: 3-4-94
County of Residence: MARION

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Hector Aleman and Margaret V. Fastigi-Aleman, who acknowledged the execution of this instrument as his or her voluntary act and deed.

Witness my signature and Notarial Seal this 15 day of June, 1992.

David Gilman
Notary Public
DAVID GILMAN
Printed

My Commission Expires: 3-4-94
County of Residence: MARION

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STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Frank A. Pannocchia and Rhonda F. Pannocchia, who acknowledged the execution of this instrument as his or her voluntary act and deed.

Witness my signature and Notarial Seal this 1 day of May, 1992.

David Gilman
Notary Public
DAVID GILMAN
Printed

My Commission Expires: 3-4-94
County of Residence: MARION

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared James N. Thompson and Merrie D. Thompson, who acknowledged the execution of this instrument as his or her voluntary act and deed.

Witness my signature and Notarial Seal this 15 day of June, 1992.

David Gilman
Notary Public
DAVID GILMAN
Printed

My Commission Expires: 3-4-94
County Residence of: MARION

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared James L. Brothers, Chapter 11 Trustee for American Community Development Corp., an Indiana corporation, who acknowledged the execution of this instrument as his or her voluntary act and deed.

Witness my signature and Notarial Seal this 19 day of June, 1992.

David Gilman
Notary Public
DAVID GILMAN
Printed

My Commission Expires: MARCH 4, 1994

County of Residence: MARION

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, President of Liberty Creek North and Stratford Glen Community Association, Inc., an Indiana corporation, who acknowledged the execution of this instrument as his or her voluntary act and deed.

Witness my signature and Notarial Seal this 1st day of April, 1992.

Deanna M. Fox
Notary Public
Deanna M. Fox
Printed

My Commission Expires: 8-26-95

County of Residence: MARION

EXHIBIT A

Legal Description

Liberty Creek North, Section 3

Part of the Northeast Quarter of Section 1, Township 16 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of Liberty Creek North, Section Two, as recorded in Instrument #88-64126 in the Office of the Recorder of Marion County, Indiana, said point lies on the North line of Section 1, Township 16 North, Range 2 East, and the South line of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, and bears North 89 degrees 16 minutes 43 seconds East (assumed bearing) 324.25 feet (324.02 feet - by deed) from the Southwest corner of the Southwest Quarter of said Section 36 (the next five courses are along the West line of said Liberty Creek North, Section Two, and along the West right of way line of Terrytown Parkway, the first course being a non-tangent curve to the right having a radius of 205.33 feet, the radius point of which bears South 89 degrees 16 minutes 00 seconds West); (1) thence Southerly 35.16 feet (35.07 feet - by plat) along said curve to a point which bears South 80 degrees 55 minutes 22 seconds East from the said radius point; (2) thence South 09 degrees 04 minutes 38 seconds West 110.00 feet to a curve to the left having a radius of 535.00 feet, the radius point of which bears South 80 degrees 55 minutes 22 seconds East; (3) thence Southerly 210.29 feet along said curve to a point of compound curvature to the left having a radius of 37.00 feet, which point bears South 76 degrees 33 minutes 21 seconds West from the aforesaid radius point and the radius point of the next described curve bears North 76 degrees 33 minutes 21 seconds East; (4) thence Southerly 3.92 feet along said curve to a point which bears South 70 degrees 29 minutes 11 seconds West from the said radius point; (5) thence South 19 degrees 30 minutes 49 seconds East 25.95 feet; thence North 79 degrees 36 minutes 05 seconds West 210.17 feet; thence North 00 degrees 42 minutes 45 seconds West 340.06 feet (340.00 feet - by deed) to the North line of the said Section 1; thence North 89 degrees 16 minutes 43 seconds East 213.13 feet (213.11 feet - by deed) along the said North line to the Point of Beginning, containing 1.603 acres, more or less.

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FEB 10 1992

PLAT COVENANTS AND RESTRICTIONS

JOHN T. VON ARX
RECORDER

PIKE TOWNSHIP
ASSOCIATION

LIBERTY CREEK NORTH

FEB 10 1992 003472

SECTION 5A

The undersigned, DAVIS DEVELOPMENT, L.P., an Indiana limited partnership and successor in interest to Davis Land Developers, Inc. (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Liberty Creek North, Section 5A, which is filed of record February 10, 1992 in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Liberty Creek North, Section 5A". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Liberty Creek North & Stratford Glen, dated September 12, 1991 and recorded on September 26, 1991 as Instrument No. 91-99410, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Liberty Creek North and Stratford Glen Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. **PUBLIC RIGHT OF WAY.** The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. **COMMON AREAS.** Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of any areas of ground on the Plat marked "Common Area", subject to the conditions and restrictions contained in the Declaration.

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RECORDED
FEB 10 1992
MARION CO. IN

3. UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Department of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said easements.

4. LANDSCAPE EASEMENTS. There are areas of ground on the plat marked "Landscape Easements" which are hereby created and reserved: (i) for the use of the Developer during the Development Period for access to and the installation, maintenance and replacement of foliage, landscaping, and other improvements and (ii) for the use of the Association for access to and the installation, maintenance and replacement of foliage, landscaping, and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structure fences or improvements, shall be maintained in or upon said Landscape Easements.

5. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Certain building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth in excess of the minimum as designated on the Plat. The minimum front yard set back shall be twenty-five (25) feet, except that in cul-de-sac areas the minimum shall be twenty (20) feet. The minimum rear yard setback shall be twenty (20) feet. The minimum side yard set back shall be six and one-half (6 1/2) feet, provided that, with the prior written consent of the Developer in each case, the side yard set back may be reduced to not less than five (5) feet so long as the aggregate side yard between adjacent buildings is in no event less than thirteen (13) feet.

6. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a lot shall have less than one thousand (1000) square feet of total floor area, exclusive of garages, carports and open porches. The minimum main (first floor) living area of any building higher than one story shall be six hundred sixty (660) square feet. Each residence Unit shall include an attached two-car (or larger) enclosed garage. The maximum height of any residential dwelling constructed on a lot shall be thirty-five (35) feet. The maximum height of any residential accessory building shall be twenty-five (25) feet.

7. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any lot, and no business may be conducted on any part thereof. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

8. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.

9. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

10. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

11. VEHICLE PARKING. No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

12. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

13. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

14. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

15. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

16. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.

17. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

18. DRIVENAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.

19. ANTENNA AND SATELLITE DISHES. No outside antennas, poles, masts, towers or satellite dishes shall be permitted in the Subdivision.

20. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

21. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

22. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.

23. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring lots, common areas and the streets.

24. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

25. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway, pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

26. **VIOLATION.** Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

27. **METROPOLITAN DEVELOPMENT COMMISSION.** The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-20-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

28. **AMENDMENT.** These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

29. **TERM.** The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2005, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority

of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall effect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

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

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 31st day of January, 1992.

By: Davis Development, L.P.

By: Davis Development, Inc.,
general partner




By: 
C. Richard Davis
President

This instrument was prepared by C. Richard Davis, President of Davis Development Inc., 8250 Haverstick Road, Suite 290, Indianapolis, Indiana 46240.

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Davis Development, Inc., an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 31st day of January, 1992.


Notary Public

Printed


My commission expires: 12/12/92

I am a resident of Marion County, Indiana.



920015624

EXHIBIT A

Legal Description

Liberty Creek North, Section 5A

Part of the Northwest Quarter of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Northwest Quarter Section; thence North 89 degrees 19 minutes 36 seconds East (assumed bearing) along the South line of the said Quarter Section 1648.57 feet to the Point of Beginning; thence North 01 degrees 01 minutes 27 seconds East 140.06 feet; thence North 12 degrees 02 minutes 21 seconds East 74.89 feet; thence North 16 degrees 09 minutes 36 seconds East 73.14 feet; thence North 10 degrees 53 minutes 07 seconds East 71.45 feet; thence North 06 degrees 17 minutes 48 seconds East 70.52 feet; thence North 02 degrees 24 minutes 49 seconds East 70.10 feet; thence North 01 degrees 25 minutes 25 seconds West 70.01 feet; thence North 01 degrees 55 minutes 41 seconds West 96.31 feet; thence North 04 degrees 42 minutes 59 seconds West 50.20 feet; thence North 00 degrees 51 minutes 23 seconds West 132.07 feet to a point on a line which bears North 89 degrees 19 minutes 36 seconds East, parallel with the said South line, 1912.73 feet from a point which bears North 00 degrees 51 minutes 23 seconds West along the West line of the said Quarter Section 841.50 feet from the said Southwest corner; thence North 89 degrees 19 minutes 36 seconds East, parallel with the said South line, 599.52 feet; thence South 63 degrees 35 minutes 28 seconds East 31.44 feet; thence North 29 degrees 47 minutes 01 seconds East 37.78 feet; thence North 45 degrees 42 minutes 11 seconds East 14.25 feet; thence South 87 degrees 43 minutes 55 seconds East 108.87 feet; thence South 69 degrees 57 minutes 27 seconds East 73.63 feet to the Southwest corner of Liberty Creek North, Section Six; thence North 89 degrees 08 minutes 20 seconds East along the South line of said Liberty Creek North, Section Six, 40.00 feet to the Northwest corner of Liberty Creek North, Section One, the plat of which is recorded as Instrument Number 870086919 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 51 minutes 40 seconds East along the West line of said Liberty Creek North, Section One, 638.30 feet to the South line of said Quarter Section; thence South 89 degrees 19 minutes 36 seconds West along the said South line 938.23 feet to the Point of Beginning, containing 17.298 acres, more or less.

920015624

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**AMENDMENT TO
PLAT COVENANTS AND RESTRICTIONS**

**LIBERTY CREEK NORTH
SECTION 5A**

JOHN B. VON ARX
MARION COUNTY AUDITOR

014333 SEP-6 82

RECEIVED FOR RECORDATION
SUBJECT TO LOCAL ACCEPTANCE
FOR TRANSFER

This Amendment ("Amendment") declared by the undersigned Developer as of the date last set forth below, amends those certain Plat Covenants and Restrictions recorded in the office of the Recorder of Marion County Indiana on February 10, 1992, as Instrument No. 92-15624, as amended, if any, to date (the "Plat") as follows:

1. **Defined Terms.** Terms used herein, not otherwise defined herein, shall have the meanings ascribed to them in the Plat.

2. **Antenna and Satellite Dishes.** Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that the (a) diameter of the satellite dish shall be no more than twenty-four inches (24"), (b) only one (1) satellite dish shall be permitted on each Lot, (c) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision, and (d) the Architectural Review Committee shall have first expressly approved the same in writing.

3. **Mini-Barns.** Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outside garages, tool sheds, storage buildings or other buildings erected or used as an accessory building to a home within the Subdivision (severally and collectively, a "Mini-Barn") shall be permitted in the Subdivision; provided, however, that: (a) only one (1) Mini-Barn shall be permitted on each Lot, (b) the Mini-

Barn complies with those certain Mini-Barn Policies and Procedures for the Subdivision adopted by the Association, as the same may be amended by the Association from time to time (copies of which are maintained at the Association's office), and (c) the Architectural Review Committee shall have first expressly approved the same in writing.

4. **Effect.** In the event of any conflict between the terms of this Amendment and the terms of the Plat or the Declaration, the terms of this Amendment shall govern and control over the terms of the Plat and the Declaration. Except as otherwise expressly modified hereby, the terms and conditions of the Plat and the Declaration shall continue in full force and effect without modification.

5. **Authority.** The terms of this Amendment were duly approved in writing by the affirmative vote of a sufficient number of owners of Lots in the Subdivision to amend the Plat and the Declaration pursuant to and in compliance with the terms of the Plat and the Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this Amendment as of Sep 7, 1995.

DAVIS HOMES, LLC, an Indiana limited liability company, by its sole manager

DAVIS HOLDING CORPORATION,
an Indiana corporation

By: Christopher R. White
Christopher R. White, Vice President

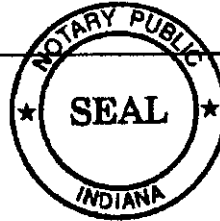
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Christopher R. White, Vice President of Davis Holding Corporation, the Manager of Davis Homes, LLC, who acknowledged execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of September, 1995.

Li Ching Wu
Notary Public

Li Ching Wu
Printed Name



My Commission Expires:
4-21-96

My County of Residence:
Hamilton

This instrument was prepared by and return recorded instrument to Ronald F. Shady, Jr., Attorney at Law, Lowe Gray Steele & Hoffman, Bank One Tower, 111 Monument Circle, Suite 4600, Indianapolis, Indiana 46204-5146, (317) 236-8020.

wprfs\Davis\lbrtcrk.amd

EXHIBIT A

Legal Description

Liberty Creek North, Section 5A

Part of the Northwest Quarter of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Northwest Quarter Section; thence North 89 degrees 19 minutes 36 seconds East (assumed bearing) along the South line of the said Quarter Section 1848.57 feet to the Point of Beginning; thence North 01 degrees 01 minutes 27 seconds East 140.06 feet; thence North 12 degrees 02 minutes 21 seconds East 74.89 feet; thence North 16 degrees 09 minutes 36 seconds East 73.14 feet; thence North 10 degrees 53 minutes 07 seconds East 71.45 feet; thence North 06 degrees 17 minutes 48 seconds East 70.52 feet; thence North 02 degrees 24 minutes 49 seconds East 70.10 feet; thence North 01 degrees 25 minutes 25 seconds West 70.01 feet; thence North 01 degrees 55 minutes 41 seconds West 96.31 feet; thence North 04 degrees 42 minutes 59 seconds West 50.20 feet; thence North 00 degrees 51 minutes 23 seconds West 132.07 feet to a point on a line which bears North 89 degrees 19 minutes 36 seconds East, parallel with the said South line, 1912.73 feet from a point which bears North 00 degrees 51 minutes 23 seconds West along the West line of the said Quarter Section 841.50 feet from the said Southwest corner; thence North 89 degrees 19 minutes 36 seconds East, parallel with the said South line, 599.52 feet; thence South 63 degrees 35 minutes 28 seconds East 31.44 feet; thence North 29 degrees 47 minutes 01 seconds East 37.78 feet; thence North 45 degrees 42 minutes 11 seconds East 14.25 feet; thence South 87 degrees 43 minutes 55 seconds East 108.87 feet; thence South 69 degrees 57 minutes 27 seconds East 73.03 feet to the Southwest corner of Liberty Creek North, Section Six; thence North 89 degrees 08 minutes 20 seconds East along the South line of said Liberty Creek North, Section Six, 40.00 feet to the Northwest corner of Liberty Creek North, Section One, the plat of which is recorded as Instrument Number 870086919 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 51 minutes 40 seconds East along the West line of said Liberty Creek North, Section One, 838.30 feet to the South line of said Quarter Section; thence South 89 degrees 19 minutes 36 seconds West along the said South line 938.23 feet to the Point of Beginning, containing 17.298 acres, more or less.

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**AMENDMENT TO
PLAT COVENANTS AND RESTRICTIONS**

JOHN R. VON ARX
MARION COUNTY SHERIFF

011634 SEP -8 88

**LIBERTY CREEK NORTH
SECTION 5B**

THE STATE OF INDIANA
JUDGE OF SUPERIOR COURT
FOR TRANSFER

This Amendment ("Amendment") declared by the undersigned Developer as of the date last set forth below, amends those certain Plat Covenants and Restrictions recorded in the office of the Recorder of Marion County Indiana on July 13, 1992, as Instrument No. 92-91086, as amended, if any, to date (the "Plat") as follows:

1. **Defined Terms.** Terms used herein, not otherwise defined herein, shall have the meanings ascribed to them in the Plat.

2. **Antenna and Satellite Dishes.** Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that the (a) diameter of the satellite dish shall be no more than twenty-four inches (24"), (b) only one (1) satellite dish shall be permitted on each Lot, (c) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision, and (d) the Architectural Review Committee shall have first expressly approved the same in writing.

3. **Mini-Barns.** Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outside garages, tool sheds, storage buildings or other buildings erected or used as an accessory building to a home within the Subdivision (severally and collectively, a "Mini-Barn") shall be permitted in the Subdivision; provided, however, that: (a) only one (1) Mini-Barn shall be permitted on each Lot, (b) the Mini-

09/08/95 01:13PM JUAN W. ROMERIL MARION CTY RECORDER RLJ 16.00 PAGES: 4

Inst # 1995-0111623

Barn complies with those certain Mini-Barn Policies and Procedures for the Subdivision adopted by the Association, as the same may be amended by the Association from time to time (copies of which are maintained at the Association's office), and (c) the Architectural Review Committee shall have first expressly approved the same in writing.

4. **Effect.** In the event of any conflict between the terms of this Amendment and the terms of the Plat or the Declaration, the terms of this Amendment shall govern and control over the terms of the Plat and the Declaration. Except as otherwise expressly modified hereby, the terms and conditions of the Plat and the Declaration shall continue in full force and effect without modification.

5. **Authority.** The terms of this Amendment were duly approved in writing by the affirmative vote of a sufficient number of owners of Lots in the Subdivision to amend the Plat and the Declaration pursuant to and in compliance with the terms of the Plat and the Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this Amendment as of September 7, 1995.

DAVIS HOMES, LLC, an Indiana limited liability company, by its sole manager

DAVIS HOLDING CORPORATION,
an Indiana corporation

By: Christopher R. White
Christopher R. White, Vice President

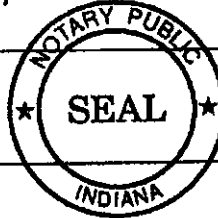
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Christopher R. White, Vice President of Davis Holding Corporation, the Manager of Davis Homes, LLC, who acknowledged execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of September, 1995.

Li-Ching Wu
Notary Public

Li-Ching Wu
Printed Name



My Commission Expires:
4-21-96

My County of Residence:
Hamilton

This instrument was prepared by and return recorded instrument to Ronald F. Shady, Jr., Attorney at Law, Lowe Gray Steele & Hoffman, Bank One Tower, 111 Monument Circle, Suite 4600, Indianapolis, Indiana 46204-5146, (317) 236-8020.

wprts\Davis\Lib\brtk.5b

EXHIBIT A

LIBERTY CREEK NORTH, 5B

Part of the Northwest Quarter of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the said Northwest Quarter Section; thence North 89 degrees 19 minutes 36 seconds East (assumed bearing) along the South line of the said Quarter Section 1246.56 feet to the Point of Beginning; thence continue North 89 degrees 19 minutes 36 seconds East along the said South line 602.01 feet to the Southwest corner of LIBERTY CREEK NORTH SECTION 5A, the plat of which was recorded February 10, 1992 as Instrument 920015623 in the Office of the Recorder of Marion County, Indiana (the next 10 courses are along the Westerly boundary of said Section 5A); (1) thence North 01 degree 01 minute 27 seconds East 140.06 feet; (2) thence North 12 degrees 02 minutes 21 seconds East 74.89 feet; (3) thence North 16 degrees 09 minutes 36 seconds East 73.14 feet; (4) thence North 10 degrees 53 minutes 07 seconds East 71.45 feet; (5) thence North 06 degrees 17 minutes 48 seconds East 70.52 feet; (6) thence North 02 degrees 24 minutes 49 seconds East 70.10 feet; (7) thence North 01 degree 25 minutes 25 seconds West 70.01 feet; (8) thence North 01 degree 55 minutes 41 seconds West 96.31 feet; (9) thence North 04 degrees 42 minutes 59 seconds West 50.20 feet; (10) thence North 00 degrees 51 minutes 23 seconds West 132.07 feet to the Northwest corner of said Section 5A, which point is on a line which bears North 89 degrees 19 minutes 36 seconds East, parallel with the said South line, 1912.73 feet from a point which bears North 00 degrees 51 minutes 23 seconds West along the West line of the said Quarter Section, 841.50 feet from the said Southwest corner; thence South 89 degrees 19 minutes 36 seconds West, parallel with the said South line, 666.17 feet; thence South 00 degrees 51 minutes 23 seconds East, parallel with the said West line, 330.17 feet; thence North 89 degrees 19 minutes 36 seconds East, parallel with the said South line, 70.00 feet; thence South 12 degrees 57 minutes 13 seconds West 293.25 feet to a point which bears North 00 degrees 51 minutes 23 seconds West, parallel with the said West line, 226.33 feet from the point of beginning; thence South 00 degrees 51 minutes 23 seconds East, parallel with the said West line, 226.33 feet to the Point of Beginning, containing 12.303 acres. more or less.

CROSS REFERENCE

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FILED

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PLAT COVENANTS AND RESTRICTIONS

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LIBERTY CREEK NORTH

PIKE TOWNSHIP
ASSESSOR

MARION COUNTY RECORDER

SECTION 6

The undersigned, DAVIS LAND DEVELOPERS, INC., an Indiana corporation (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Liberty Creek North, Section 6, which is filed of record September 20, 1991 in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Liberty Creek North". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Liberty Creek North & Stratford Glen, dated September 20, 1991 and recorded on September 20, 1991 as Instrument No. 91-79410, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Liberty Creek North and Stratford Glen Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

SEP 20 1991
JOHN R. HOLLAND
MARION COUNTY RECORDER

3. UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Department of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said easements.

4. LANDSCAPE EASEMENTS. There are areas of ground on the plat marked "Landscape Easements" which are hereby created and reserved: (i) for the use of the Developer during the Development Period for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structure or improvements, maintained in or upon said Landscape Easements.

5. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. The building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth in excess of the minimum as designated on the Plat. The minimum front yard set back shall be twenty-five (25) feet, except that in cul-de-sac areas the minimum shall be twenty (20) feet. The minimum rear yard setback shall be twenty (20) feet. The minimum side yard set back shall be six and one-half (6 1/2) feet .

6. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a lot shall have less than one thousand (1000) square feet of total floor area, exclusive of garages, carports and open porches. The minimum main (first floor) living area of any building higher than one story shall be six hundred sixty (660) square feet. Each residence Unit shall include an attached two-car (or larger) enclosed garage. The maximum height of any residential dwelling constructed on a lot shall be thirty-five (35) feet. The maximum height of any residential accessory building shall be twenty-five (25) feet.

7. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any lot, and no business may be conducted on any part thereof. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

8. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.

9. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

10. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

11. VEHICLE PARKING. No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

12. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

13. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

14. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

15. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

16. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.

17. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

18. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.

19. ANTENNA AND SATELLITE DISHES. No outside antennas, poles, masts, towers or satellite dishes shall be permitted in the Subdivision.

20. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

21. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

22. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.

23. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

24. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

25. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway

pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

26. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

27. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

28. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

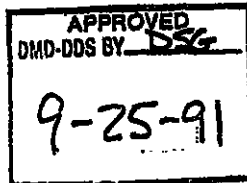
29. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2003, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

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

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 12th day of September, 1991.

By: Davis Land Developers, Inc

By: 
C. Richard Davis
President



STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Davis Land Developers, Inc., an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 12th day of September, 1991.

Deanna Marie Jay
Notary Public
DeAnna Marie Foy
Printed

My commission expires:
8-26-95

I am a resident of
Marion County, Indiana.

THIS INSTRUMENT PREPARED BY
RICK DAVIS

EXHIBIT "A"

LIBERTY CREEK NORTH SECTION 6

71. W 1/2 NE 1/4 SECTION 6 SE
 Commencing at the Southwest corner of the Northwest Quarter of said Section 1; thence North 89 degrees 19 minutes 36 seconds East (assumed bearing) 2786.80 feet along the South line of the North Half of said Section 1 to the Southwest corner of Liberty Creek North, Section One, the plat of which is recorded as Instrument Number 870086919 in the Office of the Recorder of Marion County, Indiana; thence North 00 degrees 51 minutes 40 seconds West 836.30 feet (836.27 feet by plat) along the West line of said Liberty Creek North, Section One to the Northwest corner of Lot 46 thereof and the Point of Beginning; thence South 78 degrees 18 minutes 02 seconds East 133.63 feet along the North line of said Lot 46 to the Northeast corner thereof, which corner is also the Southwest corner of Liberty Creek North, Section Two, the plat of which is recorded as Instrument Number 880064126 in the said Office of the Recorder (the next twelve courses are along the Westerly lines of said Liberty Creek North, Section Two, which lines are also the Westerly lines of Terrytown Parkway); (1) thence North 07 degrees 40 minutes 15 seconds West 49.97 feet (48.40 feet by plat) to a curve to the right having a radius of 175.00 feet, the radius point of which bears North 82 degrees 19 minutes 45 seconds East; (2) thence Northeastly along said curve 126.09 feet (126.16 feet by plat) to a point which bears North 56 degrees 23 minutes 14 seconds West from said radius point; (3) thence North 33 degrees 36 minutes 46 seconds East 96.81 feet (97.31 feet by plat) to a curve to the right having a radius of 180.00 feet, the radius point of which bears South 56 degrees 23 minutes 14 seconds East; (4) thence Northeastly along said curve 82.29 feet (82.10 feet by plat) to a point which bears North 30 degrees 11 minutes 38 seconds West from said radius point; (5) thence North 82 degrees 34 minutes 16 seconds East 103.65 feet (103.60 feet by plat) to a curve to the left having a radius of 125.00 feet, the radius point of which bears North 30 degrees 11 minutes 38 seconds West; (6) thence Northeastly along said curve 72.85 feet (72.85 feet by plat) to a point which bears South 63 degrees 35 minutes 05 seconds East from said radius point; (7) thence North 26 degrees 24 minutes 55 seconds East 231.15 feet (231.08 feet by plat) to a curve to the right having a radius of 275.00 feet, the radius point of which bears South 63 degrees 35 minutes 05 seconds East; (8) thence Northeastly along said curve 108.11 feet (108.06 feet by plat) to a point which bears North 41 degrees 03 minutes 34 seconds West from said radius point; (9) thence North 48 degrees 56 minutes 26 seconds East 225.45 feet (225.43 feet by plat) to a curve to the left having a radius of 190.00 feet, the radius point of which bears North 41 degrees 03 minutes 34 seconds West; (10) thence Northerly along said curve 171.41 feet (171.39 feet by plat) to a point which bears North 73 degrees 28 minutes 03 seconds East from said radius point; (11) thence North 16 degrees 31 minutes 57 seconds West 170.17 feet; (12) thence North 19 degrees 30 minutes 49 seconds West 151.46 feet to the Southeast corner of a parcel of land conveyed to American Community Development Corporation, the deed of which is recorded as Instrument Number 890023769 in the said Recorder's Office; thence North 79 degrees 38 minutes 05 seconds West 133.80 feet along the South line of said parcel of land; thence South 16 degrees 31 minutes 57 seconds East 416.28 feet; thence South 48 degrees 56 minutes 26 seconds West 238.58 feet; thence South 30 degrees 58 minutes 47 seconds West 180.00 feet; thence South 26 degrees 24 minutes 55 seconds West 150.00 feet; thence South 44 degrees 56 minutes 00 seconds West 325.84 feet; thence South 25 degrees 19 minutes 02 seconds West 117.18 feet; thence South 84 degrees 43 minutes 28 seconds West 100.45 feet; thence South 00 degrees 51 minutes 40 seconds East 115.00 feet; thence North 89 degrees 08 minutes 20 seconds East 40.00 feet to the Point of Beginning, containing 4.556 acres, more or less.

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**AMENDMENT TO
PLAT COVENANTS AND RESTRICTIONS**

**LIBERTY CREEK NORTH
SECTION 6**

JOHN R. VON ARX
MARION COUNTY AUDITOR

014335 SEP-8 81

JOHN R. VON ARX
MARION COUNTY AUDITOR
OFFICE OF THE CLERK OF COURTS
FOR TRANSFER

This Amendment ("Amendment") declared by the undersigned Developer as of the date last set forth below, amends those certain Plat Covenants and Restrictions recorded in the office of the Recorder of Marion County Indiana on September 23, 1991, as Instrument No. 91-99411, as amended, if any, to date (the "Plat") as follows:

1. **Defined Terms.** Terms used herein, not otherwise defined herein, shall have the meanings ascribed to them in the Plat.

2. **Antenna and Satellite Dishes.** Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that the (a) diameter of the satellite dish shall be no more than twenty-four inches (24"), (b) only one (1) satellite dish shall be permitted on each Lot, (c) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision, and (d) the Architectural Review Committee shall have first expressly approved the same in writing.

3. **Mini-Barns.** Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outside garages, tool sheds, storage buildings or other buildings erected or used as an accessory building to a home within the Subdivision (severally and collectively, a "Mini-Barn") shall be permitted in the Subdivision; provided, however, that: (a) only one (1) Mini-Barn shall be permitted on each Lot, (b) the Mini-

09/08/95 01:13PM JOAN N. ROMERIL MARION CTY RECORDER RLJ 16.00 PAGES: 4

Inst # 1995-0111624

Barn complies with those certain Mini-Barn Policies and Procedures for the Subdivision adopted by the Association, as the same may be amended by the Association from time to time (copies of which are maintained at the Association's office), and (c) the Architectural Review Committee shall have first expressly approved the same in writing.

4. **Effect.** In the event of any conflict between the terms of this Amendment and the terms of the Plat or the Declaration, the terms of this Amendment shall govern and control over the terms of the Plat and the Declaration. Except as otherwise expressly modified hereby, the terms and conditions of the Plat and the Declaration shall continue in full force and effect without modification.

5. **Authority.** The terms of this Amendment were duly approved in writing by the affirmative vote of a sufficient number of owners of Lots in the Subdivision to amend the Plat and the Declaration pursuant to and in compliance with the terms of the Plat and the Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this Amendment as of Sept 7, 1995.

DAVIS HOMES, LLC, an Indiana limited liability company, by its sole manager

DAVIS HOLDING CORPORATION,
an Indiana corporation

By: Christopher R. White
Christopher R. White, Vice President

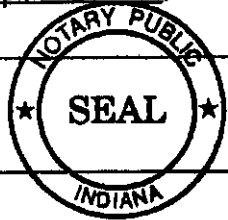
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Christopher R. White, Vice President of Davis Holding Corporation, the Manager of Davis Homes, LLC, who acknowledged execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of September, 1995.

Li-Ching Wu
Notary Public

Li-Ching Wu
Printed Name



My Commission Expires:
4-21-96

My County of Residence:
Hamilton

This instrument was prepared by and return recorded instrument to Ronald F. Shady, Jr., Attorney at Law, Lowe Gray Steele & Hoffman, Bank One Tower, 111 Monument Circle, Suite 4600, Indianapolis, Indiana 46204-5146, (317) 236-8020.

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EXHIBIT " A "

LIBERTY CREEK NORTH SECTION 6

Pt. W. NE 1/4 SECTION 6
POSITION ROE
 Commencing at the Southwest corner of the Northwest Quarter of said Section 1; thence North 89 degrees 19 minutes 36 seconds East (assumed bearing) 2786.80 feet along the South line of the North Half of said Section 1 to the Southwest corner of Liberty Creek North, Section One, the plat of which is recorded as Instrument Number 870086919 in the Office of the Recorder of Marion County, Indiana; thence North 00 degrees 51 minutes 40 seconds West 838.30 feet (838.27 feet by plat) along the West line of said Liberty Creek North, Section One to the Northwest corner of Lot 46 thereof and the Point of Beginning; thence South 78 degrees 16 minutes 02 seconds East 153.83 feet along the North line of said Lot 46 to the Northeast corner thereof, which corner is also the Southwest corner of Liberty Creek North, Section Two, the plat of which is recorded as Instrument Number 880064126 in the said Office of the Recorder (the next twelve courses are along the Westerly lines of said Liberty Creek North, Section Two, which lines are also the Westerly lines of Tarrytown Parkway); (1) thence North 07 degrees 40 minutes 15 seconds West 49.97 feet (48.40 feet by plat) to a curve to the right having a radius of 175.00 feet, the radius point of which bears North 82 degrees 19 minutes 45 seconds East; (2) thence Northeasterly along said curve 126.09 feet (126.16 feet by plat) to a point which bears North 56 degrees 23 minutes 14 seconds West from said radius point; (3) thence North 33 degrees 36 minutes 46 seconds East 96.81 feet (97.31 feet by plat) to a curve to the right having a radius of 180.00 feet, the radius point of which bears South 56 degrees 23 minutes 14 seconds East; (4) thence Northeasterly along said curve 82.29 feet (82.10 feet by plat) to a point which bears North 30 degrees 11 minutes 38 seconds West from said radius point; (5) thence North 62 degrees 34 minutes 16 seconds East 103.65 feet (103.60 feet by plat) to a curve to the left having a radius of 125.00 feet, the radius point of which bears North 30 degrees 11 minutes 38 seconds West; (6) thence Northeasterly along said curve 72.85 feet (72.86 feet by plat) to a point which bears South 63 degrees 35 minutes 05 seconds East from said radius point; (7) thence North 26 degrees 24 minutes 55 seconds East 231.15 feet (231.08 feet by plat) to a curve to the right having a radius of 275.00 feet, the radius point of which bears South 63 degrees 35 minutes 05 seconds East; (8) thence Northeasterly along said curve 108.11 feet (108.06 feet by plat) to a point which bears North 41 degrees 03 minutes 34 seconds West from said radius point; (9) thence North 48 degrees 56 minutes 26 seconds East 225.45 feet (225.43 feet by plat) to a curve to the left having a radius of 150.00 feet, the radius point of which bears North 41 degrees 03 minutes 34 seconds West; (10) thence Northerly along said curve 171.41 feet (171.39 feet by plat) to a point which bears North 73 degrees 28 minutes 03 seconds East from said radius point; (11) thence North 16 degrees 31 minutes 57 seconds West 170.17 feet; (12) thence North 19 degrees 30 minutes 49 seconds West 151.46 feet to the Southeast corner of a parcel of land conveyed to American Community Development Corporation, the deed of which is recorded as Instrument Number 890023769 in the said Recorder's Office; thence North 79 degrees 36 minutes 05 seconds West 153.80 feet along the South line of said parcel of land; thence South 16 degrees 31 minutes 57 seconds East 416.28 feet; thence South 48 degrees 56 minutes 26 seconds West 238.58 feet; thence South 30 degrees 56 minutes 47 seconds West 180.00 feet; thence South 26 degrees 56 minutes 55 seconds West 150.00 feet; thence South 44 degrees 56 minutes 00 seconds West 325.84 feet; thence South 25 degrees 15 minutes 02 seconds West 117.18 feet; thence South 84 degrees 43 minutes 28 seconds West 100.45 feet; thence South 00 degrees 51 minutes 40 seconds East 115.00 feet; thence North 89 degrees 08 minutes 20 seconds East 40.00 feet to the Point of Beginning, containing 4.556 acres, more or less.

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**AMENDMENT TO
PLAT COVENANTS AND RESTRICTIONS**

**LIBERTY CREEK NORTH
SECTION 7**

JOHN R. VON ARX
MARION COUNTY AUDITOR

314336 SEP -8 12

RECEIVED FOR RECORDATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

This Amendment ("Amendment") declared by the undersigned Developer as of the date last set forth below, amends those certain Plat Covenants and Restrictions recorded in the office of the Recorder of Marion County Indiana on May 6, 1993, as Instrument No. 93-54508, as amended, if any, to date (the "Plat") as follows:

1. **Defined Terms.** Terms used herein, not otherwise defined herein, shall have the meanings ascribed to them in the Plat.

2. **Antenna and Satellite Dishes.** Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that the (a) diameter of the satellite dish shall be no more than twenty-four inches (24"), (b) only one (1) satellite dish shall be permitted on each Lot, (c) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision, and (d) the Architectural Review Committee shall have first expressly approved the same in writing.

3. **Mini-Barns.** Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outside garages, tool sheds, storage buildings or other buildings erected or used as an accessory building to a home within the Subdivision (severally and collectively, a "Mini-Barn") shall be permitted in the Subdivision; provided, however, that: (a) only one (1) Mini-Barn shall be permitted on each Lot, (b) the Mini-

Barn complies with those certain Mini-Barn Policies and Procedures for the Subdivision adopted by the Association, as the same may be amended by the Association from time to time (copies of which are maintained at the Association's office), and (c) the Architectural Review Committee shall have first expressly approved the same in writing.

4. **Effect.** In the event of any conflict between the terms of this Amendment and the terms of the Plat or the Declaration, the terms of this Amendment shall govern and control over the terms of the Plat and the Declaration. Except as otherwise expressly modified hereby, the terms and conditions of the Plat and the Declaration shall continue in full force and effect without modification.

5. **Authority.** The terms of this Amendment were duly approved in writing by the affirmative vote of a sufficient number of owners of Lots in the Subdivision to amend the Plat and the Declaration pursuant to and in compliance with the terms of the Plat and the Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this Amendment as of Sept 7, 1995.

DAVIS HOMES, LLC, an Indiana limited liability company, by its sole manager

DAVIS HOLDING CORPORATION,
an Indiana corporation

By: Christopher R. White
Christopher R. White, Vice President


STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Christopher R. White, Vice President of Davis Holding Corporation, the Manager of Davis Homes, LLC, who acknowledged execution of the foregoing instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of September, 1995.

Li-Ching Wu
Notary Public

Li-Ching Wu
Printed Name



My Commission Expires:
4-21-96

My County of Residence:
Hamilton

This instrument was prepared by and return recorded instrument to Ronald F. Shady, Jr., Attorney at Law, Lowe Gray Steele & Hoffman, Bank One Tower, 111 Monument Circle, Suite 4600, Indianapolis, Indiana 46204-5146, (317) 236-8020.

wprts\Davis\Libtrck.7

EXHIBIT A

LIBERTY CREEK NORTH, SECTION 7 PLAT DESCRIPTION

Part of the North Half of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 35, Township 17 North, Range 2 East; thence along the South line thereof and along the North line of the Northwest Quarter of said Section 1, South 89 degrees 09 minutes 41 seconds West (assumed bearing) 1095.46 feet to the Northeast corner of Stratford Glen, Section One, as per plat thereof recorded September 26, 1991, as Instrument #91-99414 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 40 minutes 35 seconds East along the East line thereof 767.00 feet to the Southeast corner of said Stratford Glen, Section One, and the Northeast corner of Stratford Glen, Section Two, as per plat thereof recorded August 10, 1992, as Instrument #92-105147 in the said Recorder's Office; thence South 00 degrees 40 minutes 35 seconds East along the East line thereof 413.00 feet to the Point of Beginning (the next seven courses are along the East and South lines of said Stratford Glen, Section Two); (1) thence South 00 degrees 40 minutes 35 seconds East 93.87 feet to the Southeast corner of said Stratford Glen, Section Two and a non-tangent curve to the left having a radius of 225.00 feet, the radius point of which bears South 14 degrees 06 minutes 13 seconds East; (2) thence Southwesterly along said curve 53.30 feet to the point of reverse curvature of a curve to the right having a radius of 25.00 feet, the radius point of which bears North 27 degrees 40 minutes 35 seconds West; (3) thence Northwesterly along said curve to the right 39.27 feet to a point which bears South 52 degrees 19 minutes 25 seconds West from said radius point; (4) thence South 62 degrees 19 minutes 25 seconds West 50.00 feet; (5) thence South 89 degrees 30 minutes 33 seconds West 83.01 feet; (6) thence North 78 degrees 43 minutes 24 seconds West 102.52 feet; (7) thence North 86 degrees 23 minutes 22 seconds West 74.73 feet to the Southwest corner of Lot 73 in said Stratford Glen, Section Two; thence South 06 degrees 20 minutes 43 seconds East 69.76 feet to a point on the Northerly right-of-way line of Vicksburg Drive as per Grant thereof recorded August 21, 1992, as Instrument #92-110641 in the said Recorder's Office, said right-of-way line being a non-tangent curve to the left having a radius of 225.00 feet, the radius point of which bears South 06 degrees 20 minutes 43 seconds East; thence Southwesterly along said right-of-way line and curve 304.99 feet to a point which bears North 84 degrees 00 minutes 39 seconds West from said radius point; thence continue along the West right-of-way line of said Vicksburg Drive South 05 degrees 59 minutes 21 seconds West 99.05 feet to the Northeast corner of Lot 278 in Liberty Creek North, Section 5B, as per plat thereof recorded on July 13, 1992, as Instrument #92-91088 in the said Recorder's Office; thence North 89 degrees 19 minutes 36 seconds East 405.34 feet along the North line of said Liberty Creek North, Section 5B, to the Northeast corner thereof and the Northwest corner of Liberty Creek North, Section 5A, as per plat thereof recorded on February 10, 1992, as Instrument #92-15623 in the said Recorder's Office (the next six courses are along the North lines of said Liberty Creek North, Section 5A); (1) thence North 89 degrees 19 minutes 36 seconds East 599.52 feet; (2) thence South 63 degrees 35 minutes 28 seconds East 31.44 feet; (3) thence North 29 degrees 47 minutes 01 second East 37.78 feet; (4) thence North 45 degrees 42 minutes 11 seconds East 14.25 feet; (5) thence South 87 degrees 43 minutes 55 seconds East 108.87 feet; (6) thence South 69 degrees 57 minutes 27 seconds East 73.03 feet to the southwest corner of Liberty Creek North, Section Six, as per plat thereof recorded on September 26, 1991, as Instrument #91-99412 in the said Recorder's Office (the next four courses are along the Westerly lines of said Liberty Creek North, Section Six); (1) thence North 00 degrees 51 minutes 40 seconds West 115.00 feet; (2) thence North 84 degrees 43 minutes 28 seconds East 100.45 feet; (3) thence North 25 degrees 15 minutes 02 seconds East 117.18 feet; (4) thence North 44 degrees 56 minutes 00 seconds East 179.67 feet; thence North 63 degrees 35 minutes 05 seconds West 123.58 feet; thence North 74 degrees 32 minutes 44 seconds West 64.04 feet; thence North 82 degrees 44 minutes 19 seconds West 85.24 feet; thence North 89 degrees 57 minutes 11 seconds West 275.35 feet; thence North 84 degrees 59 minutes 21 seconds West 226.79 feet; thence South 89 degrees 19 minutes 25 seconds West 170.00 feet to the Point of Beginning, containing 12.101 acres, more or less.

8

PLAT COVENANTS AND RESTRICTIONS

LIBERTY CREEK NORTH

SECTION 8

The undersigned, DAVIS DEVELOPMENT, L.P., an Indiana limited partnership (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Liberty Creek North, Section 8, which is filed of record December 27, 1993 in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Liberty Creek North". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Liberty Creek North & Stratford Glen, dated September 12, 1991 and recorded on September 26, 1991 as Instrument No. 91-99410, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Liberty Creek North and Stratford Glen Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

12/27/93 12:12PM JOAN N. ROMERIL MARION CTY RECORDER CJB \$1.00 PAGES: 8

Inst # 1993-0197085

3. **LAKE EASEMENTS.** There are areas of ground on the Plat marked "Lake Easements". Such Lake Easements are hereby created and reserved: (a) for the use and enjoyment of Owners, subject to the rights of the Association to promulgate reasonable rules and regulations (not inconsistent with the provisions of the Plat or the Declaration) governing such use and enjoyment; and (b) for the use of the Developer for access to and construction, maintenance and control of retention and detention ponds or lakes and the installation, repair and replacement of improvements and vegetation thereon. Except as installed by Developer or installed and maintained by the Association, no improvements, including without limitation piers, decks, walkways, patios and fences shall be erected or maintained upon any Lake Easements.

4. **UTILITY, DRAINAGE AND SEWER EASEMENTS.** There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Department of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 4. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said easements.

5. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. The building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth in excess of the minimum as designated on the Plat. The minimum front yard setback shall be twenty-five (25) feet, except that in cul-de-sac areas the minimum shall be twenty (20) feet. The minimum rear yard setback shall be twenty (20) feet. The minimum side yard setback shall be six and one-half (6 1/2) feet.

6. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a Lot shall have less than one thousand (1000) square feet of total floor area, exclusive of garages, carports and open porches. The minimum main (first floor) living area of any building higher than one story shall be six hundred sixty (660) square feet. Each residence Unit shall include an attached two-car (or larger) enclosed garage. The maximum height of any residential dwelling constructed on a lot shall be thirty-five (35) feet. The maximum height of any residential accessory building shall be twenty-five (25) feet.

7. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any lot, and no business may be conducted on any part thereof. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

8. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.

9. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

10. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done

thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

11. **VEHICLE PARKING.** No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

12. **SIGNS.** No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

13. **MAILBOXES.** All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

14. **GARBAGE AND REFUSE DISPOSAL.** Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

15. **STORAGE TANKS.** No gas, oil or other storage tanks shall be installed on any Lot.

16. **WATER SUPPLY AND SEWAGE SYSTEMS.** No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.

17. **DITCHES AND SWALES.** All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

18. **DRIVEWAYS.** Each driveway in the Subdivision shall be of concrete or asphalt material.

19. **ANTENNA AND SATELLITE DISHES.** No outside antennas, poles, masts, towers or satellite dishes shall be permitted in the Subdivision.

20. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

21. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

22. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.

23. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

24. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

25. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

26. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any

right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

27. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, J6 AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

28. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

29. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2005, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

EXHIBIT "A"

**LIBERTY CREEK NORTH, SECTION 8
LAND DESCRIPTION**

Part of the North Half of Section 7, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of Section 36, Township 17 North, Range 2 East; thence along the South line thereof and along the North line of the Northwest Quarter of said Section 1, South 89 degrees 09 minutes 41 seconds West (assumed bearing) 1095.46 feet to the Northeast corner of Stratford Glen, Section One, as per plat thereof recorded September 26, 1991, as Instrument #91-99414 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 40 minutes 35 seconds East along the East line thereof 69.81 feet; thence South 47 degrees 35 minutes 02 seconds East 408.03 feet to the Point of Beginning; thence South 12 degrees 46 minutes 49 seconds West 94.99 feet; thence South 01 degrees 23 minutes 15 seconds East 139.99 feet to a point on a curve, the radius point of which bears North 01 degrees 23 minutes 15 seconds West 225.00 feet from said point; thence Easterly along said curve 12.03 feet to a point which bears South 04 degrees 29 minutes 56 seconds East from said radius point; thence South 00 degrees 40 minutes 35 seconds East 611.32 feet; thence South 84 degrees 57 minutes 21 seconds East 106.20 feet; thence South 89 degrees 57 minutes 11 seconds East 275.35 feet; thence South 82 degrees 44 minutes 39 seconds East 85.24 feet; thence South 74 degrees 32 minutes 44 seconds East 64.04 feet; thence South 63 degrees 35 minutes 05 seconds East 123.58 feet to a point on the West line of Liberty Creek North, Section Six as per plat thereof recorded on September 26, 1991, as Instrument #91-99412 in the said Recorder's Office (the next four courses are along the Westerly lines of said Liberty Creek North, Section Six): (1) thence North 44 degrees 56 minutes 00 seconds East 146.17 feet; (2) thence North 26 degrees 24 minutes 55 seconds East 150.00 feet; (3) thence North 30 degrees 56 minutes 47 seconds East 180.00 feet; (4) thence North 48 degrees 56 minutes 26 seconds East 164.19 feet; thence North 63 degrees 12 minutes 01 seconds West 128.34 feet; thence North 62 degrees 51 minutes 24 seconds West 107.95 feet; thence North 44 degrees 23 minutes 19 seconds West 420.20 feet; thence North 00 degrees 50 minutes 09 seconds West 35.34 feet; thence South 89 degrees 09 minutes 41 seconds West 278.94 feet; thence South 76 degrees 49 minutes 28 seconds West 200.86 feet; thence North 47 degrees 35 minutes 02 seconds West 63.22 feet to the Point of Beginning, containing 15.659 acres, more or less.

9

PLAT COVENANTS AND RESTRICTIONS

LIBERTY CREEK NORTH

SECTION 9

The undersigned, DAVIS DEVELOPMENT, L.P., an Indiana limited partnership (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Liberty Creek North, Section 9, which is filed of record ~~December 27~~, 1993 in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Liberty Creek North". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Liberty Creek North & Stratford Glen, dated September 12, 1991 and recorded on September 26, 1991 as Instrument No. 91-99410, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Liberty Creek North and Stratford Glen Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

3. LAKE EASEMENTS. There are areas of ground on the Plat

marked "Lake Easements". Such Lake Easements are hereby created and reserved: (a) for the use and enjoyment of Owners, subject to the rights of the Association to promulgate reasonable rules and regulations (not inconsistent with the provisions of the Plat or the Declaration) governing such use and enjoyment; and (b) for the use of the Developer for access to and construction, maintenance and control of retention and detention ponds or lakes and the installation, repair and replacement of improvements and vegetation thereon. Except as installed by Developer or installed and maintained by the Association, no improvements, including without limitation piers, decks, walkways, patios and fences shall be erected or maintained upon any Lake Easements.

4. UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Department of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal replacement or maintenance of an underground storm and sanitary sewer system. The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 4. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said easements.

5. LANDSCAPE EASEMENTS. There are areas of ground on the

plat marked "Landscape Easements" which are hereby created and reserved; (i) for the use of the Developer during the Development Period for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structure or improvements, maintained in or upon said Landscape Easements.

6. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. The building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth in excess of the minimum as designated on the Plat. The minimum front yard setback shall be twenty-five (25) feet, except that in cul-de-sac areas the minimum shall be twenty (20) feet. The minimum rear yard setback shall be twenty (20) feet. The minimum side yard setback shall be six and one-half (6 1/2) feet.

7. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a Lot shall have less than one thousand (1000) square feet of total floor area, exclusive of garages, carports and open porches. The minimum main (first floor) living area of any building higher than one story shall be six hundred sixty (660) square feet. Each residence Unit shall include an attached two-car (or larger) enclosed garage. The maximum height of any residential dwelling constructed on a lot shall be thirty-five (35) feet. The maximum height of any residential accessory building shall be twenty-five (25) feet.

8. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any lot, and no business may be conducted on any part thereof. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

9. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or

building, as the case may be.

10. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

11. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

12. VEHICLE PARKING. No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

13. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

14. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

15. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

16. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

17. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.

18. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

19. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.

20. ANTENNA AND SATELLITE DISHES. No outside antennas, poles, masts, towers or satellite dishes shall be permitted in the Subdivision.

21. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

22. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

23. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.

24. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

25. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

26. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-

five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

27. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

28. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

29. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

30. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2005, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

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

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 22nd day of December, 1993.

By: Davis Development, L.F.

By: Davis Development, Inc.,
general partner

By: 
C. Richard Davis
President

JOHN R. VON ARX
REGISTERED PROFESSIONAL SURVEYOR
DEC 27 1993 03 7992


STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Davis Development, Inc., an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 22nd day of December, 1993.

Li-Ching Wu
Notary Public

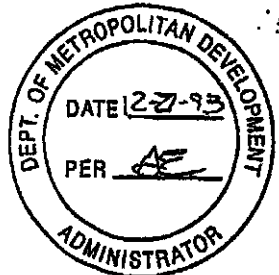
Li-Ching Wu
Printed



My commission expires:
4-21-96

I am a resident of
Hamilton County, Indiana.

RECEIVED
DEC 22 1993
PIKE TOWNSHIP
ASSESSOR



This instrument was prepared by C. Richard Davis, President of Davis Development, Inc., 3755 East 82nd Street, Suite 120, Indianapolis, Indiana, 46240, (317)595-2900.



EXHIBIT "A"

LIBERTY CREEK NORTH, SECTION 9
LAND DESCRIPTION

Part of the North Half of Section 1, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the Southeast Quarter of Section 35, Township 17 North, Range 2 East; thence along the South line thereof and along the North line of the Northwest Quarter of said Section 1, South 89 degrees 09 minutes 41 seconds West (assumed bearing) 1095.46 feet to the Northeast corner of Stratford Glen, Section One, as per plat thereof recorded September 26, 1991, as instrument #91-99414 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 40 minutes 35 seconds East along the East line thereof 767.00 feet to the Southeast corner of said Stratford Glen, Section One, and the Northeast corner of Stratford Glen, Section Two, as per plat thereof recorded August 10, 1992, as instrument #92-105147 in the said Recorder's Office (the next seven courses are along the East and South lines of said Stratford Glen, Section Two); (1) thence South 00 degrees 40 minutes 35 seconds East 413.00 feet; thence North 89 degrees 19 minutes 25 seconds East 170.00 feet; thence South 84 degrees 59 minutes 21 seconds East 120.59 feet; thence North 00 degrees 40 seconds 35 minutes West 611.32 feet to a point on a non-tangent curve, the radius point of which bears North 04 degrees 29 minutes 56 seconds West 225.00 feet; thence Westerly along said curve 12.03 feet to a point which bears South 01 degrees 23 minutes 15 seconds East from said radius point; thence North 01 degrees 23 minutes 15 seconds West 139.99 feet; thence North 12 degrees 46 minutes 49 seconds East 94.99 feet; thence South 47 degrees 35 minutes 02 seconds East 63.22 feet; thence North 76 degrees 49 minutes 28 seconds East 200.86 feet; thence North 89 degrees 09 minutes 41 seconds East 278.94 feet; thence South 00 degrees 50 minutes 19 seconds East 35.34 feet; thence South 44 degrees 23 minutes 19 seconds East 420.20 feet; thence South 62 degrees 51 minutes 24 seconds East 107.95 feet; thence South 63 degrees 12 minutes 01 seconds East 128.34 feet to a point on the Westerly line of Liberty Creek North, Section Six as per plat thereof recorded on September 26, 1991, as instrument #91-99412 in said Recorder's Office (the following two courses are along the Westerly boundary of said Liberty Creek North, Section Six); (1) thence North 48 degrees 56 minutes 26 seconds East 164.19 feet; (2) thence North 16 degrees 31 minutes 57 seconds West 416.28 feet to the Northwest corner of said Liberty Creek North, Section Six and a point on the South line of Liberty Creek North, Section Three as per plat thereof recorded on June 30, 1992, as instrument #92-84651 in the said Recorder's Office; thence North 79 degrees 36 minutes 5 seconds West 56.37 feet along said South line to the Southwest corner of said Liberty Creek North, Section Three; thence North 00 degrees 42 minutes 45 seconds West 340.06 feet along the West line thereof to the South line of the Southwest Quarter of Section 36, Township 17 North, Range 2 East; thence South 89 degrees 16 minutes 43 seconds West along the South line of said Section 36 and the North line of said Section 1, Township 16 North, Range 2 East, 111.12 feet to the Point of Beginning, containing 18.494 acres, more or less.

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JOHN R. YSHARK
MARION COUNTY AUDITOR

FILED

1994 OCT 12 5 25

PLAT COVENANTS AND RESTRICTIONS

OCT 0, 1994

LIBERTY CREEK NORTH

TOWNSHIP
ASSESSOR

SECTION 10

The undersigned, DAVIS DEVELOPMENT, L.P., an Indiana limited partnership (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Liberty Creek North, Section 10, which is filed of record Dec. 14, 1994 in the office of the Recorder of Marion County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Liberty Creek North". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Liberty Creek North & Stratford Glen, dated September 12, 1991 and recorded on September 26, 1991 as Instrument No. 91-99410, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Liberty Creek North and Stratford Glen Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

3. LANDSCAPE EASEMENTS. There are areas of ground on the Plat marked "Landscape Easements". Such Landscape Easements are hereby created and reserved for the use of the Developer during the Development Period and for the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structures or improvements, including without limitation piers, decks, walkways, patios and fences shall be erected or maintained upon said Landscape Easements.

4. TREE PRESERVATION EASEMENTS. There are areas of ground on the Plat marked "Tree Preservation Easements". Developer hereby creates and reserves the Tree Preservation Easements for the preservation of the trees in such areas. No structures or improvements shall be erected or maintained within or upon such Tree Preservation Easements without the prior written consent of the Architectural Review Committee. No living trees, 2 1/2 inch caliper or larger, shall be removed from any Tree Preservation Easement except (a) by public utility companies, governmental agencies, Developer, the Department of Capital Asset Management of the City of Indianapolis or the Association in connection with such entity's use of the Utility, Drainage or Sewer Easement as herein permitted; or (b) those approved by the Developer or the Architectural Review Committee.

5. UTILITY, DRAINAGE AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sewer Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Department of Capital Asset Management of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system. The owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Capital Asset Management and prior written approval of the Developer. The Sewer Easements are hereby created and reserved for the use of the Department of Capital Asset Management and, during the Development

Period, for the use of Developer for access to and installation, repair, removal replacement or maintenance of an underground sanitary sewer system. The delineation of the Utility, Drainage and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 5. Except as installed by Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said easements.

6. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. The building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth in excess of the minimum as designated on the Plat. The minimum front yard setback shall be twenty-five (25) feet, except that in cul-de-sac areas the minimum shall be twenty (20) feet. The minimum rear yard setback shall be twenty (20) feet. The minimum side yard setback shall be six and one-half (6 1/2) feet .

7. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a Lot shall have less than one thousand (1000) square feet of total living area, exclusive of garages, carports and open porches. The minimum main (first floor) living area of any building higher than one story shall be six hundred sixty (660) square feet. Each Residence Unit shall include an attached two-car (or larger) enclosed garage. The maximum height of any residential dwelling constructed on a lot shall be thirty-five (35) feet. The maximum height of any residential accessory building shall be twenty-five (25) feet.

8. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot, and no business may be conducted on any part thereof. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

9. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the

property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.

10. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

11. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

12. VEHICLE PARKING. No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

13. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

14. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

15. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

16. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

17. WATER SUPPLY AND SEWAGE SYSTEMS. No private or

semiprivate water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.

18. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

19. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.

20. ANTENNA AND SATELLITE DISHES. No outside antennas, poles, masts, towers or satellite dishes shall be permitted in the Subdivision without the approval of the Architectural Review Committee.

21. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

22. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

23. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.

24. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring Lots, common areas and the streets.

25. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the Subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

26. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

27. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

28. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provisions of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

29. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the Lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana. No amendment which adversely affects the rights of a public utility

shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Department of Metropolitan Development.

30. **TERM.** The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2005, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

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

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 24th day of December, 1994.

By: Davis Development, L.P.

By: Davis Development, Inc.,
general partner

By: 
C. Richard Davis
President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Davis Development, Inc., an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 7th day of December, 1994.

Li-Ching Wu
Notary Public

Li-Ching Wu
Printed

My commission expires:

4-21-96

I am a resident of Hamilton County



This instrument was prepared by C. Richard Davis, President of Davis Development, Inc., 3755 East 82nd Street, Suite 120, Indianapolis, Indiana, 46240, (317)595-2900.

Exhibit 'A'

**LEGAL DESCRIPTION
LIBERTY CREEK NORTH
SECTION TEN**

Part of the West Half of Section 1, Township 16 North, Range 2 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Northwest Quarter of said Section; thence North 00 degrees 51 minutes 23 seconds West (assumed bearing) along the West line thereof 841.50 feet; thence North 89 degrees 19 minutes 36 seconds East, parallel with the South line of said Quarter Section, 946.23 feet to the Point of Beginning; thence continuing North 89 degrees 19 minutes 36 seconds East 300.33 feet parallel with the said South line to the Northwest corner of Liberty Creek North- Section 5B the plat of which is recorded as Instrument #92-91088 in the office of the Recorder of Marion County, Indiana (the next five courses are along the Westerly and Southerly lines of said Section 5B); (1) thence South 00 degrees 51 minutes 23 seconds East 330.17 feet; (2) thence North 89 degrees 19 minutes 36 seconds East 70.00 feet; (3) thence South 12 degrees 57 minutes 13 seconds West 293.25 feet; (4) thence South 00 degrees 51 minutes 23 seconds East along said Westerly line 226.33 feet; (5) thence North 89 degrees 19 minutes 36 seconds East 290.00 feet to the Southeast corner of lot #370 of said Liberty Creek North- Section 5B; thence South 27 degrees 54 minutes 44 seconds East 49.94 feet; thence South 65 degrees 15 minutes 23 seconds West 134.15 feet; thence South 56 degrees 14 minutes 20 seconds West 175.64 feet; thence South 89 degrees 19 minutes 36 seconds West 247.51 feet; thence North 54 degrees 35 minutes 23 seconds West 331.09 feet to the South line of the Northwest Quarter; thence South 89 degrees 19 minutes 36 seconds West along said South line 126.98 feet; thence North 00 degrees 27 minutes 53 seconds East 572.26 feet to the Northernly right of way line of Petersburg Parkway as described in Instrument #92-119700 in said Recorder's Office; thence North 73 degrees 55 minutes 46 seconds East along said Northernly right of way line 295.05 feet; thence North 00 degrees 40 minutes 24 seconds West 191.00 feet to the Point of Beginning, containing 12.518 acres, more or less.

Subject to easements and right-of-ways.