

CROSS REFERENCE

CURTIS L. COONROD
MARION COUNTY RECORDER

JAN 18 1989 001522

THIS DECLARATION made this 10th day of January, 1989, by
The Shorewood Corporation, a Pennsylvania corporation (hereinafter referred
to as the "Developer"),

DECLARATION OF RESTRICTIONS

OF

Mc FARLAND FARMS

88-33374
88-33365

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WITNESSETH:

CROSS REFERENCE

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

NOW, THEREFORE, The Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit "A", to exclude any real estate so shown from the Development, or to include additional real estate.

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

A. "Committee" shall mean the McFarland Farms Development Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter relinquish to the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the McFarland Farms Property Owners' Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in Paragraph 11 of this Declaration.

C. "Lot" shall mean any parcel of real estate excluding "blocks", whether residential or otherwise, described by one of the plats of the Development which is recorded in the Office of the Recorder of Marion County, Indiana.

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

APPROVED THIS 18th DAY OF January 1989
PER J. H. Bellaglus DRAFTSMAN

APPROVED
DMD-DDS BY [Signature]
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PLANNED DEVELOPMENT

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BETH O. JOHNSON
MARION COUNTY RECORDER

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

F. "Common Area" shall mean those areas set aside for conveyance to the Association, as shown on the plat(s).

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single-family residential purposes. No structures shall be erected, placed or permitted to remain upon any of said residential lots except a single-family dwelling house and such outbuildings as are usually accessory to dwelling houses.

B. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single-family dwelling house, and in no event shall any such accessory outbuilding which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation. Accessory outbuildings shall be limited to 120 square feet, and shall be constructed of materials other than metal.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

D. Other Restrictions. All tracts of ground in the Development shall be subject to the easements, restrictions and limitations of record appearing on the recorded plat of the subdivision, on recorded easements, rights-of-ways, and also to all governmental zoning authority and regulation affecting the Development, all of which are incorporated herein by reference.

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

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, or accessory buildings shall be as specified in the recorded plats of the various sections of the Development. Basements shall not be included in the computation of the minimum living area except for that portion of a walkout basement which is to be finished as a living area.

B. Residential Set-Back Requirements.

(i) In General. Unless otherwise provided in these Restrictions or on the record plat, no dwelling house or above-grade structure shall be constructed or placed on any residential lot in the Development except as provided herein.

(ii) Definitions. "Side line" means a lot boundary line that extends from the road on which a lot abuts to the rear line of said lot. "Rear line" means the lot boundary line that is farthest from, and substantially parallel to, the road on which the lot abuts, except that on corner lots, it may be determined from either abutting road.

(iii) Front Yards. The front building set-back lines shall be the designated number of feet from the right-of-way of the road upon which the lot abuts as set forth upon the plats of the Development.

(iv) Side Yards. The side yard set-back lines shall not be less than six (6) feet from either side line of the lot and the total of both side yards shall be not less than an aggregate of sixteen (16) feet.

(v) Rear Yards. The rear set-back line shall be at least twenty (20) feet from the rear line.

C. Fences and Trees. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed. A lot must have at least two (2) trees growing upon it in the front yard by the time the house is completed.

D. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. All driveways must be paved with asphalt or concrete from their point of connection with the abutting street or road.

E. Heating Plants and Garages. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house. Geo-Thermal heat pumps shall be a closed loop system. Every house in the Development must have a garage.

F. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within nine (9) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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

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

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

(ii) Remove all debris or rubbish.

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

(iv) Cut down and remove dead trees.

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

(vi) Within sixty (60) days following completion of a house on a lot, the owner shall landscape the lot, weather permitting.

I. Association's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, but not the obligation, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The

cost therefor to the Association shall be added to and become a part of the annual charge to which said lot is subject and may be collected in any manner in which such annual charge may be collected. Neither the Association nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Nuisance. No outside toilets shall be permitted on any lot in the Development (except during a period of construction and then only with the consent of the Committee), and no sanitary waste or other wastes shall be permitted to enter any storm drain. By purchase of a lot, each owner agrees that any violation of this paragraph constitutes a nuisance which may be abated by the Developer or the Association in any manner provided at law or in equity. The cost or expense of abatement, including court costs and attorney's fees, shall become a charge or lien upon the lot, and may be collected in any manner provided by law or in equity for collection of a liquidated debt.

Neither the Developer, nor the Association, nor any officer, agent, employee or contractor thereof, shall be liable for any damage which may result from enforcement of this paragraph.

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the City of Indianapolis, Department of Public Works. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. INDIVIDUAL YARD LIGHTS REQUIRED ON EACH LOT IN THE DEVELOPMENT.

At the time that the owner of the lot in the Development completes the construction of a home on his lot, he shall install or cause to have installed a dusk to dawn yard light in the front yard of his lot. The design, type and location of the yard light shall be subject to the approval of the Committee which may require, for the purpose of uniformity and appearance, that said yard light be purchased from the Developer or its designee.

6. MAILBOXES.

Owners of a lot in the Development shall install or cause to have installed a mailbox which shall be in accordance with the design, type and location of a mailbox approved by the Committee. The Committee may require, for the purpose of uniformity and appearance, that the mailbox be purchased from the Developer or its designee.

7. GENERAL PROHIBITIONS.

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

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Committee except for real estate sales signs.

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

D. Vehicle Parking. No campers, trailers, boats, or similar vehicles shall be parked on any street or lot in the Development. No boat or truck, one (1) ton or larger in size, shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development, or the users of any street in the Development.

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

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

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

H. Temporary Structures. No temporary structure of any kind, such as a house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot nor shall any overnight camping be permitted on any lot.

I. Ditches and Swales. It shall be the duty of the owner on every lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon the lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. All owners, if necessary, shall install dry culverts between the road rights-of-way and their lots in conformity with specifications and recommendations of the City of Indianapolis, Department of Transportation, and of the appropriate zoning bodies.

J. Utility Services. No utility services shall be installed, constructed, repaired, replaced and/or removed under finished streets except by jacking, drilling or boring and shall require the approval of the Department of Transportation where the streets are public and by the property owners where there are private drives.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, without the approval of the Committee and the Indianapolis Water Company.

L. Prohibition of Antennas. No exposed radio, cable and television antennas and/or dishes shall be permitted within the Development.

8. McFARLAND FARMS DEVELOPMENT CONTROL COMMITTEE.

A. Statement of Purposes and Powers. The Committee shall regulate the external design, appearance, use, location and maintenance of lands subject to these Restrictions and improvements thereon, in such a manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(1) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by three (3) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set

forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other materials or information which the Committee may require. All building plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1/4" = 1' and all plot plans shall be drawn to a scale of 1" = 30', or to such other scale as the Committee shall require. There shall also be submitted, where applicable, the permits or reports required under Paragraph 3 of these Restrictions.

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

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these Restrictions;

(b) The design or color scheme of a proposed improvement is not in harmony with the general surroundings of the lot or with adjacent buildings or structures;

(c) The proposed improvement, or any part hereof, would in the opinion of the Committee be contrary to the interests, welfare or rights of all or any part of other owners.

(iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these Restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development.

B. Duties of Committee. The Committee shall approve or disapprove proposed improvements within thirty (30) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons

C. Liability of Committee. Neither the Committee nor any agent thereof, nor the Developer, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto. Further, the Committee does not make any representation or warranty as to the suitability or advisability of the design, the engineering, the method of construction involved, or the materials to be used.

D. Inspection. The Committee may inspect work being performed with its permission to assure compliance with these Restrictions and applicable regulations.

E. Continuation of Committee. When the Developer notifies the Association of discontinuance of his Architectural Control Committee, then the Directors of the Association, or their designees, shall continue the functions of the Committee with like powers.

9. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS HAVING ONE OWNER. Whenever two or more contiguous lots in the Development shall be owned by the same person, and such owner shall desire to use two or more of said lots as a site for a single-dwelling house, he shall apply in writing to the Committee for permission to so use said lots. If permission for such a use shall be granted, the lots constituting the site for such single-dwelling house shall be treated as a single lot for the purpose of applying these Restrictions to said lots, so long as the lots remain improved with one single-dwelling house.

10. OWNERSHIP, USE AND ENJOYMENT OF COMMONS. "Commons" and "Commons Area" shall mean those areas set aside for conveyance to the Association,

as shown on the plat. Any commons depicted on the recorded plats of the Development shall remain private, and neither the Developer's execution of recording of the plats nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the commons.

A license upon such terms and conditions as the Developer, and the successors, assigns or licensees of the Developer, shall from time to time grant, for the use and enjoyment of the commons, is granted to the persons who are from time to time members of the Association. Ownership of any commons shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such commons to the Association.

11. McFARLAND FARMS PROPERTY OWNERS' ASSOCIATION, INC.

A. In General.

(1) There has been or will be created, under the laws of the State of Indiana, a not-for-profit corporation to be known as the "McFarland Farms Property Owners' Association, Inc.", which is referred to as the "Association". Every owner of a residential lot in the Development shall be a member of the Association and shall be subject to all the requirements and limitations imposed in these Restrictions on other owners of residential lots within the Development and on members of the Association, including those provisions with respect to the payment of an annual charge.

B. Classes of Membership. The Association shall have two classes of voting membership:

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

Class B. The Class B member(s) shall be the Developer, who shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) On the date the Developer sells the last lot which it owns in the Development, and the Developer no longer owns any lots or land in the Development; or

(b) On January 1, 1999.

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

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

E. Responsibilities of the Association.

(i) The Association shall maintain the landscape easements shown on the plat(s) and shall keep such areas in a neat, clean and presentable condition at all times.

(ii) The Association shall maintain and repair the Common Areas shown on the plat(s) including improvements thereon.

(iii) The Association shall provide for the operation, management and maintenance of the swimming pool and related facilities located within the Development.

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

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

12. COVENANT FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation of Assessments.

Each owner of any lot in the subdivision, except the Developer, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements and operating deficits; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them. No charge or assessment shall ever be levied by the Association against the Developer.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties and for the improvement and maintenance of the Common Area and improvements, operated or maintained by the Association, and the landscape easements on the Development and other purposes as specifically provided herein.

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

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

E. Date of Commencement of Annual Assessments; Due Dates. The annual assessment provided for herein shall commence for each lot on the date of conveyance to the owner by deed or on the date the owner signs a land contract to purchase a lot. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days

in advance of the effective date of such increase. Written notice of special assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any lot shall be binding upon the Association as of the date of its issuance.

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

The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

G. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any lot pursuant to the foreclosure of any first mortgage on such lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

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

13. REMEDIES.

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

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

14. EFFECT OF BECOMING AN OWNER.

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

15. TITLES.

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

16. DURATION.

The foregoing Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2080, at which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years, unless changed in whole or in part by vote of those persons who are then the owners of a majority of the numbered lots in the Development.

17. SEVERABILITY.

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

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

890005 137

IN TESTIMONY WHEREOF, witness the signature of the Declarant this
20th day of January, 1989.

THE SHOREWOOD CORPORATION

By: Stanley E. Hunt
Stanley E. Hunt
President

ATTEST:

Nancy Martikke
Nancy Martikke
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State,
personally appeared Stanley E. Hunt and Nancy Martikke, the President and
the Assistant Secretary, respectively of The Shorewood corporation, who
acknowledged execution of the foregoing Declaration of Restrictions for and
on behalf of said Shorewood Corporation, and who, having been duly sworn,
stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 20th day of January,
1989.

Nancy R. Edens
Nancy R. Edens, Notary Public

My Commission Expires: 2-16-91
My County of Residence: Hamilton



890005437

THIS INSTRUMENT WAS PREPARED BY JOHN F. CULP
ATTORNEY AT LAW

EXHIBIT "A"

Part of the East Half of the Northwest Quarter and part of the Northeast Quarter and part of the Southeast Quarter of Section 16, Township 14 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the East Half of the Northwest Quarter of Section 16, Township 14 North, Range 4 East (said Northwest corner bears North 87 degrees 58 minutes 28 seconds East 1343.32 feet from the Northwest corner of the Northwest Quarter of said Section 16, and South 87 degrees 58 minutes 28 seconds West 1339.49 feet from the Northeast corner of the Northwest Quarter of said Section 16); thence South 00 degrees 02 minutes 51 seconds East 625.00 feet along the West line of the East Half of the said Northwest Quarter Section to the Point of Beginning; thence continuing South 00 degrees 02 minutes 51 seconds East 2054.18 feet along the said West line to the Southwest corner of the East Half of the said Northwest Quarter Section (said Southwest corner bears North 87 degrees 44 minutes 07 seconds East 1336.59 feet from the Southwest corner of the said Northwest Quarter Section, and South 87 degrees 44 minutes 07 seconds West 1336.59 feet from the Southeast corner of the said Northwest Quarter Section); thence North 87 degrees 44 minutes 07 seconds East 2002.55 feet along the South line of the North Half of the said Section 16 to a point which lies North 87 degrees 44 minutes 07 seconds East 2.50 feet from the Northwest corner of the East Half of the West Half of the Southeast Quarter of said Section 16 (said point being also South 87 degrees 44 minutes 07 seconds West 1987.85 feet from the Northeast corner of the said Southeast Quarter Section); thence South 00 degrees 06 minutes 28 seconds West 2678.99 feet parallel with the West line of the East Half of the West Half of the said Southeast Quarter Section to a point on the South line of the said Southeast Quarter Section which lies North 87 degrees 54 minutes 06 seconds East 2.50 feet from the Southwest corner of the East Half of the West Half of the said Southeast Quarter Section, (said Southwest corner bears North 87 degrees 54 minutes 06 seconds East 659.22 feet from the Southwest corner of the said Southeast Quarter Section, and South 87 degrees 54 minutes 06 seconds West 1977.66 feet from the Southeast corner of the said Southeast Quarter Section); thence North 87 degrees 54 minutes 06 seconds East 1404.63 feet along the South line of the said Southeast Quarter Section to a point on a line which lies 570.00 feet West of, and parallel with, the East line of the said Southeast Quarter Section; thence North 00 degrees 22 minutes 25 seconds East 985.77 feet to a point on a curve to the right having a radius of 225.00 feet, the radius point of said curve bears North 18 degrees 29 minutes 59 seconds East from said point; thence Northwesterly 282.25 feet along said curve to a point which bears North 89 degrees 37 minutes 35 seconds West from the said radius point; thence North 00 degrees 22 minutes 25 seconds East 603.23 feet to the point of curvature of a curve to the left having a radius of 2300.00 feet, the radius point of said curve bears North 89 degrees 37 minutes 35 seconds West from said point; thence Northwesterly 1942.68 feet along said curve to a point which bears North 41 degrees 58 minutes 45 seconds East from the said radius point; thence North 48 degrees 01 minutes 15 seconds West 186.05 feet to the point of curvature of a curve to left having a radius of 1000.00 feet, the radius point of said curve bears South 41 degrees 58 minutes 45 seconds West from said point; thence Westerly 772.89 feet along the said curve to a point which bears North 02 degrees 18 minutes 15 seconds West from said radius point; thence South 87 degrees 41 minutes 45 seconds West 557.10 feet to the point of curvature of a curve to the right having a radius of 400.00 feet, the radius point of said curve bears North 02 degrees 18 minutes 15 seconds West from said point; thence Northwesterly 628.32 feet along said curve to a point which bears South 87 degrees 41 minutes 45 seconds West from the said radius point; thence North 02 degrees 18 minutes 15 seconds West 134.63 feet to the point of curvature of a curve to the left having a radius of 630.00 feet, the radius point of said curve bears South 87 degrees 41 minutes 45 seconds West from said point; thence Northerly 206.17 feet along said curve to a point which bears North 68 degrees 56 minutes 45 seconds East from the said radius point; thence North 21 degrees 03 minutes 15 seconds West 142.18 feet; thence South 76 degrees 48 minutes 26 seconds West 594.38 feet to the point of beginning, containing 171.80 Acres, more or less.

890005.137

PARTIAL ASSIGNMENT OF RIGHTS

THIS INDENTURE WITNESSETH:

WHEREAS, The Shorewood Corporation, a Pennsylvania corporation (hereinafter referred to as "the Developer") is the Developer of the McFarland Farms subdivision which is located in Marion County, Indiana; and

WHEREAS, the Developer, in connection with its McFarland Farms development has encumbered portions of its real estate with certain covenants and restrictions which restrictions are entitled "Declaration of Restrictions of McFarland Farms" (hereinafter referred to as "the Restrictions") and the said Restrictions are recorded as Instrument No. 89-5437 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Restrictions establish the McFarland Farms Development Control Committee which is composed of three members appointed by the Developer and provide, among other things, that no dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the McFarland Farms development without the prior approval of the Committee; and

WHEREAS, the Developer is desirous of assigning to the McFarland Farms Property Owners' Association, Inc. (hereinafter referred to as the "Association") a portion of its approval rights for certain types and kinds of improvements proposed to be constructed or located on lots in the McFarland Farms development; and

WHEREAS, the Association is desirous of assuming responsibility for the approval of certain types and kinds of improvements to be located on lots in the McFarland Farms development and is further willing to indemnify and hold harmless the Developer from any and all liability arising out of their approval or denial of certain types or kinds of improvements to be located in the McFarland Farms development.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings contained herein, the parties hereto agree as follows:

03/01/1993-24965
JOAN N. ROMERIL
MARION COUNTY RECORDER
02:42 PM 000 LSA 11.00

1. The Developer, for and on behalf of the McFarland Farms Development Control Committee, does hereby assign and set over to the Association all of its rights of approval and/or denial as set forth in Paragraph 8A through 8E of the Restrictions as said approval and/or denial affects and pertains to improvements such as, but not limited to, any fence, outbuilding, swimming pool, sign, recreation or play equipment; addition of a room, porch or deck proposed to be constructed or placed on any lot where there is a completed home in the McFarland Farms development. The Developer, by and through the McFarland Farms Development Control Committee, specifically retains all of its rights of approval and/or denial for any construction of a home proposed to be constructed or located on any unbuilt upon or vacant lot in the McFarland Farms development.

2. The Association does hereby consent to the following assignment of rights to approve and/or deny proposed improvements such as, but not limited to, any fence, outbuilding, swimming pool, sign, recreation or play equipment, addition of a room, porch or deck pursuant to Paragraphs 8A through 8E of the Restrictions and the Association does hereby agree to indemnify and hold harmless the Developer from any and all liability arising out of or associated with its exercise of approval or denial of improvements as provided herein.

IN WITNESS WHEREOF, the parties hereto have executed this Partial Assignment of Rights this 22nd day of February, 1993.

THE SHOREWOOD CORPORATION

By: Philip W. Klinger
Philip W. Klinger
Executive Vice/President -
Finance

SEAL
ATTEST:

Lisa A. Klinger
Lisa A. Klinger, Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Philip W. Klinger and Lisa A. Klinger, the Executive Vice President - Finance and Assistant Secretary,

930024965

respectively, of The Shorewood Corporation, who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of the Corporation.

Witness my hand and Notarial Seal this 22nd day of February, 1993.

Marilyn L. Dwyer
MARILYN L. DWYER, Notary Public

My Commission Expires: 10-27-96
My County of Residence: Boone

McFARLAND FARMS PROPERTY OWNERS'
ASSOCIATION, INC.

By: Steven W. Sudduth
Printed Steven W. Sudduth
President

SEAL
ATTEST:

Amy G. Stinson
Printed Amy G. Stinson
Secretary

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Steven W. Sudduth, President and Amy G. Stinson, Secretary of The McFarland Farms Property Owners' Association, Inc., who, having been duly sworn, acknowledged the execution of the foregoing instrument for and on behalf of the Association.

Witness my hand and Notarial Seal this 22nd day of February, 1993.

Marilyn L. Dwyer
Notary Public
Printed: MARILYN L. DWYER

My Commission Expires: 10-27-96
My County of Residence: Boone

This instrument was prepared by John F. Culp, attorney at law.

930024965



900029574

PIC Job #87107-10006
March 27, 1990
Page 1 of 2

7172 Graham Road
Indianapolis, Indiana 46250

(317) 842-6777
FAX (317) 841-4798

CROSS REFERENCE

CROSS REFERENCE

CORRECTION CERTIFICATE
McFarland Farms - Section Six

I, the undersigned, hereby certify that the plat of McFarland Farms, Section Six, recorded as Instrument No. 90-20093 on March 2, 1990 in the Office of the Recorder of Marion County, Indiana, was prepared under my supervision and certified by me.

Paragraph 3 of the Covenants and Restrictions as incorporated in the said plat of McFarland Farms, Section Six on sheet number 2 of 3 sheets is incorrectly shown as follows:

3. DWELLING SIZE AND USE:

All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and residential accessory buildings. Any garage, or accessory building erected shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. The minimum square footage of living space of dwellings constructed on all residential lots shall be 1,200 square feet of living area for a one story structure, and 1600 square feet of living area for a two story structure, with a minimum of 850 square feet of living area on the first floor. The square footage of living space is exclusive of porches, terraces, garages, carports, accessory buildings and basements. All dwellings shall be constructed with attached two (2) car garages.

To correct said error, the above paragraph is hereby deleted and the following paragraph shall be substituted:

3. DWELLING SIZE AND USE:

All lots in this subdivision shall be known and designated as residential lots. No business buildings shall be erected on said lots and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein, other than one detached single-family dwelling not to exceed two and one-half stories in height, and residential accessory buildings. Any garage, or accessory building erected shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence. The minimum square footage of living space of dwellings constructed on all residential lots shall be 1,400 square feet of living area for a one story structure, and 1800 square feet of living area for a two story structure, with a minimum of 900 square feet of living area on the first floor. The square footage of living space is exclusive of porches, terraces, garages, carports, accessory buildings and basements. All dwellings shall be constructed with attached two (2) car garages.

Witness my signature this 28th day of March, 1990.



James E. Dankort
James E. Dankort, R.L.S. #4028

Land Development Engineers/Land Surveyors/Architects/Land Planners

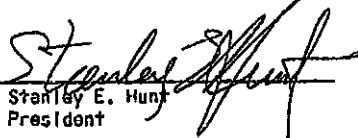
RECEIVED FOR RECORD
30 MAR 30 PM 3:50

MARION COUNTY RECORDER

MAR 30 00 00 82 42
ENTERED FOR
RECORDATION
SUBJECT: INITIAL
ACCEPTANCE

The undersigned, The Shorewood Corporation (Developer), being the owner of record and platfor of McFarland Farms, Section Six, recorded as Instrument No. 90-20093 on March 2, 1990 in the Office of the Recorder of Marion County, Indiana, does hereby consent to the correction and amendment of the Covenants and Restrictions as shown herein.

The Shorewood Corporation
100 Clarendon Drive
Noblesville, IN 46060


Stanley E. Hunt
President



John F. Culp
Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Personally appeared before me the undersigned, a Notary Public, in and for said County and State, The Shorewood Corporation, by Stanley E. Hunt, President and John F. Culp, Assistant Secretary and acknowledged execution of the above and foregoing certificate as its and their voluntary act and deed for the use and purpose therein expressed.

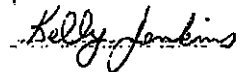
Witness my hand and seal this 29th day of March, 1990.

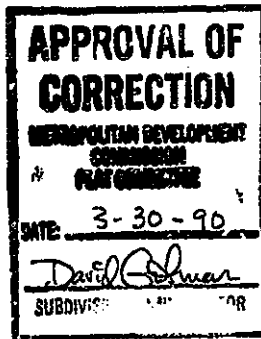



(HOLLY J. LEE), Notary Public

My Commission Expires:
April 1, 1992

County of Residence:
marion

APPROVED THIS 30th
of March 1990




900029574

057307

PROPERTY ASSESSOR

2013 JUN 6 P 3:18

PROPERTY ENTERED FOR TAXATION
INCLUDES FINAL ACCEPTANCE
FOR TAXISER

A201300006641

01/16/2013 09:45 AM
JULIE L VOORHIES
MARION COUNTY IN RECORDER
FEE \$ 44.50
PAGES 11
By: MW

Cross-Reference: 1989-5437

**NOTICE OF AMENDED CODE OF BY-LAWS OF
MCFARLAND FARMS PROPERTY OWNERS' ASSOCIATION, INC.**

The Board of Directors of McFarland Farms Property Owners' Association, Inc. ("Association") hereby gives notice of the Association's Amended Code of By-Laws.

WITNESSETH:

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as McFarland Farms was established upon the recording of a certain "Declaration of Restrictions of McFarland Farms" with the Office of the Marion County Recorder on January 18, 1989, as **Instrument No. 1989-5437** (hereafter, "Declaration") together with Plats for various sections of McFarland Farms; and

WHEREAS, the Association was established by the filing of Articles of Incorporation with the Indiana Secretary of State on April 11, 1990; and

WHEREAS, the Association's Board of Directors adopted a Code of By-Laws for the Association and the homeowners in McFarland Farms.

NOW, THEREFORE, the undersigned officers of the Association's Board of Directors give notice of the following:

1. That the Amended Code of By-Laws which are attached hereto as Exhibit "A" and incorporated herein constitute a true and accurate copy of the By-Laws of the McFarland Farms Property Owners' Association, Inc., which are currently in effect.

2. That said Amended Code of By-Laws is binding upon the Association and all owners, residents and guests within McFarland Farms.



11

Dated this 18 day of December, 2012.

McFarland Farms Property Owners' Association, Inc., by:

Judith J. LeVan
Judith J. LeVan, President

Attest:

Gregory C. Dant, Sr.
Gregory C. Dant, Sr., Secretary

STATE OF INDIANA)
)
COUNTY OF Marion)



Before me a Notary Public in and for said County and State, personally appeared Judith J. LeVan and Gregory C. Dant Sr., the President and Secretary, respectively, of McFarland Farms Property Owners' Association, Inc., who acknowledged execution of the foregoing for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true. Witness my hand and Notarial Seal this 18TH day of DECEMBER, 2012.

Christopher Dant
Notary Public--Signature

Christopher Dant
Printed

My Commission Expires:
August 21, 2013

Residence County: Marion

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGIL, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. Telephone (317) 536-2565. X

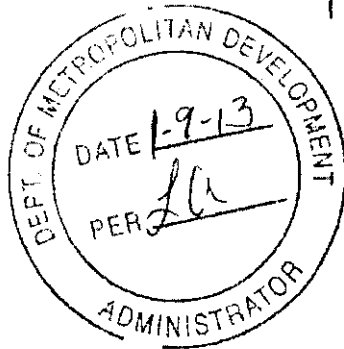




EXHIBIT A

**AMENDED CODE OF BY-LAWS
OF
MCFARLAND FARMS PROPERTY OWNERS' ASSOCIATION, INC.**

**ARTICLE I
Definitions**

Section 1.01. The term "Association" shall mean McFarland Farms Property Owners' Association, Inc.

Section 1.02. The term "Act" shall mean the Indiana Nonprofit Corporation Act of 1991, as amended from time to time.

Section 1.03. The term "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 1.04. The term "Code of By-Laws" shall mean the Code of By-Laws of the Association, as amended from time to time.

Section 1.05. The term "Project" shall mean the subdivision known as McFarland Farms, which is situated in Marion County, Indiana.

Section 1.06. The term "Member in Good Standing of the Association" shall mean a member who is: not delinquent in payment of any annual assessment, not delinquent in payment of any special assessment, and not in violation of any of the restrictions in the Declaration of the Restrictions of McFarland Farms.

ARTICLE II

Identification

Section 2.01 - Name. The name of the Association is McFarland Farms Property Owners' Association, Inc.

Section 2.02 - Registered Agent and Registered Office. The name and street address of the Association's registered agent and registered office for service of process shall be as designated from time to time by the Board of Directors, and shall be on file with the Indiana Secretary of State's Office.

Section 2.03 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January in each year and end on the last day of December in the same calendar year.

ARTICLE III

Membership

Section 3.01 - Qualification for Membership. Membership in McFarland Farms Property Owners' Association, Inc. is limited to McFarland Farms property owners and to Associate members if associate memberships are established by the Board of Directors of the Association.

Section 3.02 - Evidence of Membership. The Board of Directors of the Association shall have the power (but not the duty) to cause the issuance of evidences of membership in the Association to the members and associate members thereof in such form as the Board of Directors shall prescribe. As of the date of the adoption of this Code of By-Laws, the Board of Directors has taken no action (except the adoption of this By-Law).

Section 3.03 - Privileges of Membership. The members and associate members of the Association (and any person who both belongs to the family of a member and has the same residence as the member to whose family he belongs, and any person who is a guest of a member and associate member of the Association) shall have the privilege of using the areas designated parks, commons, blocks or rights-of-way in the plat of the Project, and any other recreational facilities that may be constructed within the Project that are owned by the Association, in accordance with the restrictive covenants of the Project, Articles of Incorporation, and any such other rules for the use of such facilities adopted from time to time by resolutions of the Board of Directors of the Association.

ARTICLE IV

Meeting of Members

Section 4.01 - Place of Meetings. Any meeting of the members of the Association may be held at any place within Marion County, Indiana. The place at which a particular meeting of the members is to be held shall be stated in the notice of that meeting.

Section 4.02 - Annual Meeting. The annual meeting for the Members of the Association shall be held in the month of February of each year, with the specific date, time and place to be determined by the Board of Directors. At each annual meeting, the Members shall elect the Board of Directors of the Association in

accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 4.03 - Special Meetings. A special meeting of the members of the Association may be called by the President, by a majority of the Board of Directors, or by a written petition signed by ten percent (10%) of the qualified voting homeowners stating the purpose of the meeting. If a board does not send out a notice of the date, time, and place for a special meeting not more than thirty (30) days after the date the board receives a valid written demand for the special meeting, a member of the Association who signed the written demand may:

- 1) Set the date, time and place for the special meeting; and
- 2) Send out the notice for the special meeting to the other members.

Section 4.04 - Notice of Meetings. A written or printed notice stating the place, and day and hour of the meeting, and in case of a special meeting (or when required by any provision of the Act or the Articles of Incorporation, or by any other provision of the Code of By-Laws), the purpose for which such meeting shall have been called, shall be delivered or mailed by the Secretary to each person (or group or persons constituting a tenancy by the entireties, a joint tenancy, or a tenancy in common) owning a numbered lot in the Project at least ten (10) days before the date of the meeting. Unless the Secretary shall have been otherwise notified in writing, adequate notice of a meeting shall be deemed to have been given to any member if said notices mailed to the address of the member supplied by such member to the Association for the purpose of notice. Notice of any meeting of members may be waived in writing filed with the Secretary of the Association before the time of the meeting, at the time in the meeting, or after time in the meeting, or by attendance in person.

In lieu of written notices from the Association sent pursuant to the above paragraph, an Owner may elect to receive notices from the Association by e-mail. Any Owner choosing e-mail shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Owner shall have the right at any time to withdraw his or her election to receive notice by e-mail, and shall thereafter be sent notices by the Association pursuant to the above paragraph.

Section 4.05 - Voting at Meetings. The voting rights of the members of the Association shall be as prescribed in the Articles of Incorporation.

Cl. 4.051 - Voting Rights. The voting rights of the Association shall be as prescribed in the Articles of Incorporation.

Cl. 4.052 - Method of Voting. A vote attributable to a numbered lot in the Project shall be cast as follows:

- a) If the lot is owned by one person, the vote shall be cast by that one person.
- b) If the lot is owned by more than one person, either as tenants in common, as joint tenants, or as tenants by the entireties, the vote attributable thereto shall be deemed properly cast if cast by any one of the tenants in the absence of any objection, or contrary vote, by any other of them.
- c) If a lot is owned by more than one person, either as tenants in common, as joint tenants, or as tenants by the entireties, and if two or more of the desired that vote attributable to that lot to be cast in different ways, or one of them desires that it not be cast, then the vote attributable thereto shall be deemed properly cast if cast by not less than a majority in number of tenants.

Cl. 4.054 - Quorum. Except as stated in Clause 4.055, a quorum shall be deemed to be present at a meeting of the members of the Association, if at such meeting, the owners of not less than ten percent (10%) of the numbered lot in the Project are present. For the purpose of cl. 5.054 and cl. 5.055, the owner of a lot shall be deemed to be present at a meeting if any owner of that lot is present in person or by proxy or by attorney-in-fact, whether the tenant so present is a sole owner, a tenant in common, a joint tenant, or a tenant by the entireties.

Cl. 4.055 - Quorum for Special Assessments or Operating Deficits. Should a meeting be held for the purpose of voting on a special assessment for capital improvements or operating deficits, then a quorum shall be deemed to be present provided that the conditions for a quorum as set forth in Paragraph 12 of the Declaration of Restrictions of McFarland Farms as recorded as Instrument 89-5437, in the Office of the Recorder of Marion County, Indiana, are satisfied.

ARTICLE V

The Board of Directors

Section 5.01 - Qualifications and Elections. The affairs of the Association shall be managed by a Board of five (5) qualified Directors, (each of whom shall be member of the Association, a member in good standing, never censured by the Board and never removed by the members of the Association). The Board of Directors shall be elected to staggered terms so that two (2) Directors are elected in a given year and three (3) Directors in the following year, by the members of the Association, voting in accordance with the Articles of Incorporation and the

Code of By-Laws, and each annual meeting of the members, and each of the five (5) Directors so elected shall serve for a term of two (2) years, but shall hold his office until his successor shall have been chosen and qualified.

Section 5.02 - Vacancies. Any vacancy that shall occur in the Board of Directors by death, resignation, or otherwise shall be filled by a majority vote of the remaining Directors and the Director so chosen shall serve the unexpired portion of the term for which the person who he is replacing shall have been elected or chosen.

Section 5.03 - Annual Meeting. The Board of Directors shall hold an annual meeting immediately after the annual meeting of the members of the Association, for the purposes of organization, election of officers, and the consideration of any other business that properly may be brought before the meeting. The failure to hold any annual meeting at the designated time shall not work any forfeiture of the charter or dissolution of the Association.

Section 5.04 - Special Meetings. Special meeting of the Board of Directors may be called at any time by the President and shall be called on the written request of any two (2) Directors.

Section 5.05 - Notice of Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of Directors. No written or verbal notice need be given to Directors for regularly scheduled Board meetings of which the Directors are already aware. For all other Board meetings, the Secretary shall give notice of such meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary, who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place as shall be designated in the notice. To the extent provided in the Act, a Director may conduct or participate in a regular or special meeting of the Board of Directors through the use of conference telephone or any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.

In lieu of written notices from the Association sent pursuant to the above paragraph, a Director may elect to receive notices of Board meetings by e-mail. Any Director choosing e-mail shall be deemed to have waived the right to receive notices from the Association by U.S. Mail or personal delivery. However, any such Director shall have the right at any time to withdraw his or her election to

receive notice by e-mail, and shall thereafter be sent notices by the Association pursuant to the above paragraph.

Section 5.06 - Place. All meetings of the Board of Directors of the Association shall be held at such place as may be specified in the respective notices, or waivers of notice, thereof.

Section 5.07 - Quorum. A majority of the whole Board of Directors shall be necessary to constitute a quorum thereof, except for the filling vacancies, which shall require a majority of the existing Directors for a quorum. The act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5.08 - Powers and Duties of Directors.

Cl. 5.081 - Powers. The powers of the Board of Directors shall include (but not be limited to) –

- a) the power to adopt and publish rules and regulations governing the use of those parts of the Project that are or will be owned by, or are otherwise under the control of the Association; and
- b) the Power to Exercise for the Association all the powers and duties of the Association whose exercise is not reserved are committed to the membership of the Association by the Code of By-Laws or the Articles of Incorporation.

Cl. 5.082 - Duties. The duties of the Board Of Directors shall include (but not be limited to) the duty to fix prior to the first day of April and each year, the amount of the annual charge that is to be made against each member of the Association pursuant to the provisions of such a charge that are contained in the Articles of Incorporation and in the subdivision plats of the Project.

Section 5.09 - Adoption of Rules and Regulations. The Board of Directors shall adopt rules and regulations relating to the use and enjoyment of the streets, parks, pedestrian easements and any other recreation facilities within the Project that are owned by the Association.

Section 5.10 - Committees. The Board of Directors may create such temporary and standing committees as it shall deem necessary, and shall assign to each committees so created such duties as the Board of Directors shall consider proper for assignment to such committee. The Board of Directors shall choose committee members from the membership of the Association, and each committee member shall serve at the pleasure of the Board of Directors.

Section 5.11 – A Director or Directors elected by the Owners, or elected by the Directors to fill a vacancy, may be removed by the Owners 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 so removed by the Owners 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 their successor(s) shall be elected at the same meeting from eligible Owners nominated at the meeting to serve for the remainder of the term(s) of the removed Director(s).

ARTICLE VI

The Officers of the Association

Section 6.01 - Number. The officers of the Association shall be a President, a Vice President, a Secretary, a Treasurer, and in addition, the Directors may choose an Assistant Secretary and/or an Assistant Treasurer. Any person may hold two (2) offices at the same time except for the offices of President and Secretary. No officer, except the President, need be a Director.

Section 6.02 - Election and Term of Office. The officers shall be chosen annually by the Board of Directors at the annual meeting of the Board of Directors. Each officers shall hold his office until his successor shall have been chosen and qualified, or until his death, resignation, or removal.

Section 6.03 - Removal. Any officer may be removed with or without cause, at any time, by a vote of not less than two (2) Directors, at a special meeting of the Board of Directors called for the purpose of considering of removal.

Section 6.04 - Vacancies. Any vacancy in any office because of death, resignation, or removal, or otherwise caused, shall be filled for the unexpired portion of the term by a person chosen by the Board of Directors.

Section 6.05 - President. The President, who shall be chosen from the Directors, shall have active executive management of the operations of the Association, subject, however, to the control of the Board of Directors. He shall, in general, perform all duties incident to the office of President at such other duties as, from time to time, may be assigned to him by the Board of Directors.

Section 6.06 - A Vice President. A Vice President shall have such powers and perform such duties as the Board of Directors may prescribe or as the President may delegate to him. In the case of absence or inability to act of the President, the Vice President shall temporarily act in his place.

Section 6.07 - The Secretary. The Secretary shall keep, or cause to be kept, in books that shall be provided for the purpose and shall remain in the Secretary's custody, the minutes of the meetings of the members of the Association and of the Board of Directors; shall at all times keep at the principal office of the Association a complete and accurate list of names and addresses of all members of the Association; shall attend to the giving of all notices in accordance with the provisions of this Code of By-Laws and as required by law; shall be custodian of the records (except the financial records) of the Association and of any die or other instrument usable in affixing the seal of the Association to paper; shall affix the seal of the Association (by means of a die or by hand) to every document whose execution on behalf of the Association under its seal shall have been properly authorized; and shall, in general, perform all duties incident to the office of Secretary at such other duties as, from time to time, may be assigned to have by the Board of Directors or the President.

Section 6.08 - An Assistant Secretary. An Assistant Secretary shall have such powers and of such duties as the Board of Directors may prescribe or as the President may delegate to him.

Section 6.09 - The Treasurer. Treasurer shall be the financial officer of the Association; shall keep, or cause to be kept, in books that shall be provided for the purpose and shall remain in the Treasurer's custody, complete books and records showing the financial condition of the Association and shall keep a separate financial account of each member of the Association; shall have charge and custody of, and be responsible for, all funds of the Association and shall deposit all such funds in the name of the Association in such banks, trust companies, or other depositories as shall be selected by the Board of Directors; shall receive, and give receipts for, moneys due and payable to the Association from any source; shall disburse the funds of the Association in is with the instructions of the Board of Directors of the Association; shall render to the President, on request, an account of all his transactions as Treasurer and of the financial condition of the Association; and shall, in general, perform all the duties incident to the office of Treasurer and such other duties as, the time to time, maybe assign to him by the Board of Directors or the President.

Section 6.10 - An Assistant Treasurer. An Assistant Treasurer shall have such powers of such duties as the Board of Directors may prescribe or as the President may delegate to him.

ARTICLE VII

Corporation Books and Records

Section 7.01 - Place of Keeping, in General. Except as otherwise provided by the laws of the State of Indiana or this Code of By-Laws, The books and records



of the Association may be kept at such place or places as the custodian thereof may select, but all of such books and records shall be open for inspection by any member of the Association for a proper purposes at any reasonable time.

ARTICLE VIII

Execution of Checks and Contracts

Section 8.01 - Execution of Checks. Every check for the payment of money of the Association, and every promissory note of the Association, shall, unless otherwise ordered by the Board of Directors or required by law, be signed by two (2) officers of the association, one of whom will be the Treasurer or Assistant Treasurer.

Section 8.02 - Execution of Contracts. Every contract (in addition to those mentioned above, in the Code of By-Laws) to which the Association shall be a party, shall be executed in its name by its President or Vice President and attested by the Secretary or Assistant Secretary.

ARTICLE IX

Amendments

Section 9.01 - Procedure. The power to add to, alter, amend or repeal (wholly or in part) this Code of By-Laws is vested in the Board of Directors. The affirmative vote of not less than a majority of the Directors shall be necessary to effect an addition to, or alteration, amendments or repeal of, this Code of By-Laws.

These By-Laws hereby amend the previous By-Laws of the McFarland Farms Property Owners' Association, Inc.