

CITY OF MARION COUNTY, INDIANA

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RECORDER OF DEEDS MARION COUNTY

DECLARATION OF COVENANTS AND RESTRICTIONS

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THIS DECLARATION made this 10th day of October, 1968,  
by R. J. REALTY, INC., hereinafter called "Declarant",

WITNESSETH:

WHEREAS, Declarant, R. J. REALTY, INC., is the owner or  
has valid contracts to purchase the real property described in  
Article II of this Declaration and desires to create thereon a  
residential community with permanent parks, playgrounds, open  
spaces, and other common facilities for the benefit of the  
community, to be known as "MERIDIAN WOODS PARK"; and

WHEREAS, Declarant desires to provide for the preserva-  
tion of the values and amenities in development of said land  
into a community, for the maintenance of parks, swimming pools,  
playgrounds, open spaces and other common facilities; and for  
this end, desires to subject the real property described in  
Article II hereof, together with such additions as may hereafter  
be made thereto (as provided in Article III) to the covenants,  
restrictions, easements, assessments and liens, hereinafter set  
forth, each and all of which is and are for the benefit of said  
property and each owner thereof; and

WHEREAS, there has been incorporated under the laws of  
the State of Indiana, as a non-profit corporation, MERIDIAN WOODS  
PARK COUNTRY CLUB, INC., for the purpose of exercising the  
functions aforesaid; and

WHEREAS, Declarant deems it desirable, for the efficient  
preservation of the values and amenities in said community, to  
delegate and assign the powers of maintaining and administering  
the community properties and facilities and administering and  
enforcing the covenants and restrictions and collecting and  
disbursing the assessments and charges hereinafter created to

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be paid MERIDIAN-WOODS PARK COUNTRY CLUB, INC.

NOW, THEREFORE, Declarant declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1: The following words when used in this Declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Corporation" shall mean and refer to "MERIDIAN WOODS PARK COUNTRY CLUB, INC.";

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any supplemental declaration under the provisions of Article II hereof;

(c) "Green Belt Areas" shall mean and refer to those areas of land shown and so designated on any recorded subdivision plat of "The Properties" and intended to be devoted to the common use and enjoyment of the owners of "The Properties", as well as that property described in Exhibit "B" attached hereto, which has been designated for the common use and enjoyment of the owners of "The Properties" for recreational purposes;

(d) "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat of "The Properties" with the exception of "Green Belt Areas" as heretofore defined;

(e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a

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1 residence by a single family;  
 2 (f) "Owner" shall mean and refer to the record owner,  
 3 whether one or more persons or entities, of the fee simple  
 4 title to any Lot or Dwelling Unit situated upon "The Properties",  
 5 but, notwithstanding any applicable theory of the mortgage  
 6 shall not mean or refer to the mortgagee unless and until such  
 7 mortgagee has acquired title pursuant to foreclosure or any  
 8 proceeding in lieu of foreclosure;  
 9 (g) "Contract Purchaser" shall mean those persons or  
 10 entities acquiring an equitable interest through purchase on  
 11 contract in any Lot or Dwelling Unit situated upon "The  
 12 Properties" and whose interest therein shall be constituted of  
 13 the equity accrued in such contract. Provided, however, that  
 14 the term "Contract Purchaser" shall not including building  
 15 contractors constructing dwellings upon any of the Lots.

16 ARTICLE II

17 PROPERTY SUBJECT TO  
 18 THIS DECLARATION;  
 19 ADDITIONS THERETO

20 Section 1: Existing Property. The  
 21 real property which is, and shall be,  
 22 held, transferred, sold, conveyed  
 23 and occupied subject to this Declara-  
 24 tion is known and designated as  
 25 "MERIDIAN WOODS PARK" and additions  
 26 thereof, which is located in Perry Township, Marion County,  
 27 Indiana, and contained within the legal description marked  
 28 Exhibit "A", attached hereto and by this reference incorporated  
 29 herein; all of which real property shall hereinafter be referred  
 30 to as "Existing Property".

31 Section 2: Easement to Owner: Declar-  
 32 ant hereby grants an easement in favor of each Owner and Con-  
 tract Purchaser for the use, enjoyment, and benefit of the  
 Green Belt Areas, and such easement shall be appurtenant to and

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1 shall pass with the title to every lot.

2 Section 3: Covenant to Convey.

3 Declarant hereby covenants and declares that the property des-  
4 cribed in Exhibit "B" attached hereto and designed for the  
5 common use and enjoyment of the owners of The Properties for  
6 recreational and community purposes, shall be conveyed to the  
7 corporation by a special warranty deed, subject to all liens  
8 and encumbrances then existing of record including the lien of  
9 current taxes, all easements and restrictions of record and any  
10 legal highways or rights-of-way. Declarant shall execute and  
11 deliver the said warranty deed as soon as reasonably possible  
12 following completion of the development of ninety per cent (90%)  
13 of "The Properties".

14 Section 4: Additions to Existing

15 Property. (A) Annexation of Other Real Estate and Additions

16 to Existing Property by Corporation: Additional lands may  
17 become subject to this Declaration in the following manner:

18 (1) Upon approval in writing of the corporation,  
19 as provided in its Articles of Incorporation,  
20 the Owner of any property who is desirous of  
21 adding it to the jurisdiction of the corporation,  
22 may file a record of Supplementary Declaration  
23 of Covenants and Restrictions which shall extend  
24 the scheme of the covenants and restrictions of  
25 this Declaration to such property.

26 Such supplementary declaration may contain such  
27 complementary additions and modifications of  
28 the covenants and restrictions contained in this  
29 Declaration as may be necessary to reflect the  
30 different character, if any, of the added  
31 properties and as are not inconsistent with the  
32 scheme of this Declaration. In no event, however,  
shall such supplementary declaration revoke,  
modify or add to the covenants established by  
this Declaration within the Existing Property.

(2) Upon a merger or consolidation of the corporation  
with another corporation as provided in its  
Articles of Incorporation, its properties, rights,  
and obligations may, by operation of law, be trans-  
ferred to another surviving or consolidated  
corporation or, alternatively, the properties, rights  
and obligations of another corporation may, by  
operation of law, be added to the properties rights  
and obligations of the corporation as a surviving or  
corporation pursuant to a merger. The surviving or

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consolidated corporation may administer the covenant and restrictions established by this declaration with the Existing Property except as hereinafter provided.

(3) The Corporation may upon its own motion as provided in its Articles of Incorporation, elect to annex and service additional Green Belt Areas and recreation facilities existing in conjunction with established or planned additions, and such areas and facilities shall become a part of the Common Properties and Green Belt Areas as defined herein and subject to the provisions of this and all subsequent Declarations.

ARTICLE III

MEMBERSHIP AND VOTING

Section 1: Membership: Membership in the corporation shall be constituted of all persons or entities who are either record owners of a fee simple

interest in any Lot which is a part of The Properties and which is subject by these covenants of record to assessment by the Corporation and all persons or entities owning an equitable interest in a contract of purchase for any such Lot, as defined herein; provided, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2: Membership Classification and Voting Rights: The Corporation shall have three (3) classes of memberships with voting rights as follows:

CLASS A:

Class A membership shall consist of all owners of a fee simple interest as described in this Article III, Section 1, with the exception of R. J. REALTY, INC. Class A members shall be entitled to one vote for each lot in which they hold the fee simple interest required for membership by this Article III, Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they

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

3 CLASS B:

4 Class B membership shall be constituted  
5 of R. J. REALTY, INC. The Class B member shall be entitled to  
6 one vote for each lot in which it holds the interest required  
7 for membership by this Article III, provided, however, that  
8 the Class B membership shall be cancelled upon conveyance by  
9 R. J. REALTY, INC. of the fee simple title to ninety per cent  
10 (90%) of the Lots comprising "The Properties" to Owners, as  
11 defined herein, and upon conveyance of the Green Belt Areas  
12 described in Exhibit "B", attached hereto, by R. J. REALTY, INC.  
13 to the corporation, as specified in Article II, Section 3 of  
14 these covenants. Cancellation of the Class B membership shall  
15 be in accordance with the provisions therefor in the Articles  
16 of the Corporation and shall not be automatic.

17 CLASS C:

18 Class C members shall be those members  
19 constituted of the "Contract Purchasers" of Lots as defined  
20 herein. Class C members shall not be entitled to voting rights  
21 but shall be permitted to participate in all other affairs of  
22 the corporation and shall possess all of the other rights and  
23 privileges of the Class A membership.

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26 COVENANT FOR  
27 MAINTENANCE  
28 ASSESSMENTS

ARTICLE IV  
Section 1: Assessments - Creation  
of Lien and Personal Obligations:  
Each Class A member and each Class C  
member of the corporation, as the  
purchaser of any Lot in The Properties  
whether by acceptance of a deed therefor, or the execution of  
a contract for the purchase thereof, and whether or not it

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1 shall be so expressed in any such deed, conveyance or contract,  
2 shall be deemed to covenant and agree to pay the corporation:  
3 (1) Annual Assessments, and (2) Special Assessments for Capital  
4 Improvements, such assessments to be fixed, established and  
5 collected from time to time as hereinafter provided. The annual  
6 and special assessments, together with such interest thereon and  
7 costs of collection thereof as shall hereinafter be provided,  
8 shall be a charge on the land and shall be a continuing lien  
9 upon the property against which each such assessment is made.  
10 Each such assessment, together with such interest thereon and  
11 cost of collection thereof as shall hereinafter be provided,  
12 shall also be the personal obligation of the person who was the  
13 Owner or Contract Purchaser of such property at the time when  
14 the assessment fell due.

15 Section 2: Purpose of Assessments:

16 The assessment levied by the Corporation shall be used exclusive-  
17 ly for the purpose of promotion the recreation, health, safety  
18 and welfare of the residents in MERIDIAN WOODS PARK, and, in  
19 particular, for the improvement and maintenance of property,  
20 services and facilities devoted to this purpose and directly  
21 related to the use and enjoyment of the Green Belt Areas and of  
22 the homes situated upon The Properties including, but not  
23 limited to, the payment of taxes and insurance for the Green  
24 Belt Areas, the grass cutting, yard maintenance and snow  
25 removal of the Green Belt Areas and report, replacement and  
26 additions thereto and for the cost of labor, equipment,  
27 materials, management and supervision for the Green Belt Areas  
28 and all recreational and community facilities located thereon.  
29 The assessment shall also be for the purpose of providing such  
30 municipal services including, but not limited to, trash and  
31 garbage pickup which are not provided by the local municipal  
32 authorities and for such items of repair, maintenance and

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1 alteration of "The Properties" and/or the individual Dwelling  
2 Units as the Board of Directors may, by appropriate action, from  
3 time to time authorize.

4 Section 3: Basis and Maximum of  
5 Annual Assessments: Until September 1, 1970, the annual assess-  
6 ment shall be \$72.00 per Lot for maintenance of the "Green Belt  
7 Areas", payable monthly on the first day of each calendar month  
8 commencing the first day of the calendar month following the  
9 execution and delivery of a deed of title to any Lot in MERIDIAN  
10 WOODS PARK ADDITIONS, together with a Class A membership certifi-  
11 cate in MERIDIAN WOODS PARK COUNTRY CLUB, INC., or the execution  
12 of a contract to purchase any such Lot and delivery of a Class  
13 C membership certificate in MERIDIAN WOODS PARK COUNTRY CLUB,  
14 INC. to the contract purchaser. Mortgagees of residential  
15 improvements in MERIDIAN WOODS PARK additions are expressly  
16 authorized to act as agent for the collection of such assess-  
17 ments, but all sums so collected shall be tendered over to  
18 MERIDIAN WOODS PARK COUNTRY CLUB, INC. within thirty (30) days  
19 from receipt thereof unless, by written agreement with MERIDIAN  
20 WOODS PARK COUNTRY CLUB, INC., other arrangements for remittance  
21 are made. From and after September 1, 1970, the maximum annual  
22 assessment may be increased effective January 1 of each year  
23 without a vote of the membership in conformance with the rise,  
24 if any, of the Consumer Price Index (published by the Department  
25 of Labor, Washington, D.C.) for the preceding month of July as  
26 compared to said price index twelve months prior thereto. From  
27 and after September 1, 1970, the maximum annual assessment may  
28 be increased by a vote of the members above that established  
29 by the Consumer Price Index formula for the next succeeding  
30 two (2) years, and at the end of such period of two (2) years  
31 for each such succeeding period of two (2) years, provided  
32 that any such change shall have the assent of two-thirds (2/3)

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1 of the votes of the Class A members who are voting in person  
2 or by proxy, at a meeting duly called for this purpose, written  
3 notice of which shall be sent to such members not less than  
4 thirty (30) days nor more than sixty (60) days in advance of  
5 the meeting setting forth the purpose of the meeting. The  
6 limitations hereof shall not apply to any change in the maximum  
7 and basis of the assessments undertaken as an incident to a  
8 merger or consolidation in which MERIDAN WOODS PARK COUNTRY CLUB,  
9 INC. is authorized to participate under its Articles of  
10 Incorporation.

11 Section 4: Special Assessments for  
12 Capital Improvements: In addition to the annual assessments  
13 authorized by Section 3 hereof, the Corporation may levy in any  
14 year a special assessment, applicable to that year only, for  
15 the purpose of defraying, in whole or in part, the cost of any  
16 construction or reconstruction, unexpected repair or replacement  
17 of a described capital improvement upon the Green Belt Areas,  
18 including the necessary fixtures and personal property related  
19 thereto, provided, that any such assessment shall have the  
20 assent of two-thirds (2/3) of each class of its membership  
21 entitled to vote and voting in person or by proxy, at a meeting  
22 duly called for this purpose, written notice of which shall be  
23 given to all members at least thirty (30) days in advance and  
24 shall set forth the purpose of the meeting.

25 Section 5: Change in Basis and  
26 Maximum of Annual Assessments: Subject to the limitations  
27 and provisions of Section 3 hereof, and for the periods therein  
28 specified, the Corporation may change the maximum and basis of  
29 the assessments fixed by Section 3 hereof prospectively for any  
30 such period, provided that any such change shall have the assent  
31 of two-thirds (2/3) of each class of its membership, voting in  
32 person or by proxy, at a meeting duly called for this purpose,

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1 written notice of which shall be given to all members at least  
2 thirty (30) days in advance and shall set forth the purpose of  
3 the meeting, provided further that the limitations of Section 3  
4 hereof shall not apply to any change in the maximum and basis of  
5 the assessments undertaken as an incident to a merger or con-  
6 solidation in which the Corporation is authorized to participate  
7 under its Articles of Incorporation and under Article II, Section  
8 2, hereof.

9  
10 Section 6: Quorum for Any Action  
11 Authorized Under Sections 4 and 5: The quorum required for any  
12 action authorized by Sections 4 and 5 hereof shall be as follows:

13 At the first duly called meeting of any meeting of the  
14 membership as provided in Sections 4 and 5 hereof, the presence  
15 at the meeting of members, or of proxies, entitled to cast  
16 sixty per cent (60%) of all of the votes of each class of  
17 membership shall constitute a quorum. If the required quorum  
18 is not forthcoming at any meeting, another meeting may be called,  
19 subject to the notice requirement set forth in Sections 4 and 5  
20 and the required quorum at any such subsequent meeting shall  
21 be one-half (1/2) of the required quorum at the preceding meet-  
22 ing, provided that no such subsequent meeting shall be held more  
23 than sixty (60) days following the preceding meeting.

24 Section 7: Date of Commencement of  
25 Annual Assessments; Due Dates: Payment of all annual assess-  
26 ments provided for herein shall be at the time and in the manner  
27 prescribed in Section 3 of Article IV above, provided, however,  
28 that no annual assessments shall be due and owing from any Class  
29 A or Class C member of the corporation until the first calendar  
30 day of the month next succeeding the month during which con-  
31 struction of the community house upon the property described in  
32 Exhibit B, attached hereto, is completed and the said community  
house is reasonably fit for use by the said members.

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The due date for all special assessments, as provided for in Section 4 hereof, shall be fixed by the resolution authorizing such assessment.

Section 8: R. J. Realty, Inc - Non-Assessment Maintenance Agreement: In lieu of an annual assessment the Class B member of the corporation, R. J. REALTY, INC., shall, upon completion of construction of the said community house, enter into a common area and recreational facilities maintenance agreement with the Corporation providing, among other things, that R. J. REALTY, INC. shall provide all sums necessary, over and above the total of all annual and special assessments owed to the Corporation, to insure the continued operation and maintenance of the Green Belt Areas and recreational facilities, during a period to expire with the cancellation of the Class B membership in the Corporation as provided herein. Provided, however, that no obligation on the part of R. J. REALTY, INC. in any way created by the said maintenance agreement, shall constitute a lien or encumbrance upon any lot in the properties owned by R. J. REALTY, INC.

Section 9: Assessments - Miscellaneous: At such time as any annual assessment is changed as herein provided, the Board of Directors of the Corporation shall fix the date of commencement of the revised assessment at least thirty (30) days in advance of such date and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent out to every Owner and Contract Purchaser subject thereto.

The Corporation shall upon demand at any time furnish to any Owner or Contract Purchaser liable for said assessment a certificate in writing signed by an officer of the Corporation

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1 setting forth whether said assessment has been paid. Such  
2 certificate shall be conclusive evidence of payment of any  
3 assessment therein stated to have been paid.

4 In the event any Lot in The Properties is owned by  
5 more than one member of the corporation the annual and special  
6 assessments applicable to such Lot shall become the personal  
7 obligation of all such owners equally, jointly and severally.

8 Section 10: Effect of Non-Payment of  
9 Assessments; the Personal Obligation of the Owner; the Lien;  
10 Remedies of Corporation:

11 If the assessments are not paid  
12 on the date when due (being the dates specified in Section 7  
13 hereof), then such assessment shall become delinquent and shall,  
14 together with such interest thereon and costs of collection  
15 thereof as hereinafter provided, become a continuing lien on the  
16 property which shall bind such property in the hands of the  
17 then Owner, his heirs, devisees, successors and assigns. The  
18 personal obligation of the then Owner or Contract Purchaser to  
19 pay such assessments, however, shall remain his personal  
20 obligation for the statutory period and shall not pass to his  
21 successors in title unless expressly assumed by them.

22 If the assessment is not paid within thirty (30) days  
23 after the delinquency date, the assessment shall bear interest  
24 from the date of delinquency at the rate of eight per cent (8%)  
25 per annum, and the Corporation may bring an action at law  
26 against the Owner or Contract Purchaser personally obligated  
27 to pay the same or to foreclose the lien against the property,  
28 and there shall be added to the amount of such assessment the  
29 cost of preparing and filing the complaint in such action, and  
30 in the event a judgment is obtained, such judgment shall include  
31 interest on the assessment as above provided and a reasonable  
32 attorney's fee to be fixed by the Court together with the costs  
of the action.

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Section 11: Subordination of the Lien

to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 12: "Junior Lien" Provision:

If the premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure or deed given in lieu of foreclosure.

Section 13: Mortgagees Management

Responsibilities in Event of Foreclosure - Green Belt Areas:

In the event of foreclosure of any mortgage constituting a lien upon the Green Belt Area described in Exhibit B, attached hereto and/or the recreational and community facilities existing thereon, the mortgagee, in the event of foreclosure or the

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1 grantee of a deed in lieu of foreclosure, shall assume the  
2 responsibility for the continued operation and maintenance of  
3 the said Green Belt Area and facilities. In such event the  
4 said mortgagee or grantee shall have absolute discretion as to  
5 the maintenance and operation of the said Green Belt Areas and  
6 facilities, provided, however, that all other provisions pertain-  
7 ing to annual and special assessments as herein set forth shall  
8 remain in force, subject to change only as herein provided.  
9 Further, the Corporation shall execute a conditional assignment  
10 agreement to become effective upon default of the said mortgage,  
11 assigning all assessments owing or to be received and all rights  
12 to maintain and operate the Green Belt Areas and facilities, to  
13 the said mortgagee or grantee in lieu of foreclosure.

14 ARTICLE V

15 GENERAL  
16 PROVISIONS

Section 1: The covenants and  
restrictions of this declaration shall  
run with and bind the land and shall  
inure to the benefit of and be

enforceable by MERIDIAN WOODS PARK COUNTRY CLUB, INC., or the  
Owner or Contract Purchaser of any land subject to this declar-  
ation, his respective legal representatives, heirs, successors  
and assigns, for a term of twenty-five (25) years from the date  
this declaration is recorded, after which time said covenants  
shall be automatically extended for successive periods of ten  
(10) years unless an instrument signed by a majority of the then  
Owners of the Lots has been recorded, agreeing to change said  
covenants and restrictions in whole or in part.

Section 2: Enforcement: Enforcement  
of these covenants and restrictions shall be by any proceeding  
at law or in equity against any person or persons violating or  
attempting to violate any covenant or restriction either to  
restrain violation or to recover assessments created by these.

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3037 SOUTH MERIDIAN STREET  
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786-3226

68 52894  
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1 covenants; and failure by MERIDIAN WOODS PARK COUNTRY CLUB, INC.  
2 or any Owner to enforce any covenant or restriction herein  
3 contained shall in no event be deemed a waiver of the right to  
4 do so thereafter.

5 Section 3. Severability: Invalida-  
6 tion of any one of these covenants or restrictions by judgment  
7 or court order shall in no wise affect any other provisions  
8 which shall remain in full force and effect.

9 IN WITNESS WHEREOF, R. J. REALTY, INC., Declarant, has  
10 caused this document to be executed the day, month and year  
11 first mentioned.

12 R. J. REALTY, INC.

13 By Robert J. Cook  
14 ROBERT J. COOK, President

15 ATTEST: Robert J. Wilson  
16 ROBERT J. WILSON, Secretary



17 STATE OF INDIANA )  
18 ) ss.  
19 COUNTY OF MARION )

20 Before me, a Notary Public in and for said County and  
21 State, personally appeared ROBERT J. COOK and ROBERT J. WILSON,  
22 President and Secretary, respectively, of R. J. REALTY, INC.,  
23 and acknowledged to me that they are authorized to execute the  
24 within instrument on behalf of said corporation, and having been  
25 duly sworn upon their oaths, acknowledged the execution of the  
26 foregoing Declaration of Covenants and Restrictions.

27 IN WITNESS WHEREOF, I have hereunto set my hand and  
28 official seal this 10th day of October, 1968.

29 Marilyn R. Hurt  
30 MARILYN R. HURT, Notary Public

31 My commission expires:  
32 May 10, 1969



33 THIS INSTRUMENT PREPARED BY:  
34 MICHAEL J. KIAS  
35 Attorney at Law

HAGGERTY, HAGGERTY & KIAS  
ATTORNEYS AT LAW  
3637 SOUTH MERIDIAN STREET  
INDIANAPOLIS, IND. 46217  
786-2225

68 52894  
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EXHIBIT "A"

-000-

PART OF THE SOUTHWEST QUARTER of Section 11, and Part of the Southeast Quarter of Section 10, Township 14 North, Range 3 East, Marion County, Indiana.

BEGINNING at the Northeast corner of the Southwest  $\frac{1}{4}$  of said Section 11; running thence South  $0^{\circ} 42' 15''$  West 2667.33 feet to the Southeast corner of said  $\frac{1}{4}$  Section; thence South  $89^{\circ} 30' 30''$  West 2685.90 feet to the Southwest corner of said  $\frac{1}{4}$  Section; thence North  $0^{\circ} 29' 30''$  West 690 feet; thence North  $38^{\circ} 30''$  East 293.02 feet; thence North  $51^{\circ} 30'$  West 438.40 feet; thence North  $46^{\circ} 13'$  East 365 feet; thence North  $29^{\circ} 30'$  East 190 feet; thence North  $26^{\circ} 45'$  West 190 feet; thence North  $2^{\circ} 54'$  East 235 feet; thence North  $46^{\circ} 39'$  East 295 feet; thence North  $24^{\circ} 14'$  East 505 feet to the North line of the Southwest Quarter of said Section 11; thence North  $89^{\circ} 40'$  East and along said North line 2180 feet to the point of beginning, containing 158.10 acres, more or less.

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Telephone  
(Area 317) 638-1463

**ROBERT SCHERSCHEL CO.**

Engineers & Surveyors

OCTOBER 2, 1968

1104 Prospect  
Indianapolis, Indiana 46203  
R J RLY 11-14-3

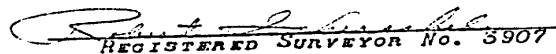
LAND DESCRIPTION  
EXHIBIT "B"  
RECREATIONAL AREA

PART OF THE SOUTHWEST QUARTER OF SECTION 11, AND PART OF THE SOUTHEAST QUARTER OF SECTION 10, ALL BEING IN TOWNSHIP 14 NORTH, RANGE 3 EAST, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 11, DISTANT 2120.45 FEET MEASURED SOUTH 89°40' WEST ALONG SAID NORTH LINE FROM THE NORTH-EAST CORNER THEREOF: RUNNING THENCE SOUTH 0°20' EAST 133.57 FEET: THENCE SOUTH 28°40' WEST 634.61 FEET: THENCE SOUTH 21°00' EAST 458.49 FEET: THENCE SOUTH 1°15' EAST 128.26 FEET: THENCE SOUTH 19°07' WEST 261.80 FEET: THENCE SOUTH 31°29' WEST 86.82 FEET: THENCE SOUTH 51°30' EAST 138.01 FEET: THENCE SOUTH 38°30' WEST 245 FEET: THENCE NORTH 51°30' WEST 578.40 FEET: THENCE NORTH 46°13' EAST 365 FEET: THENCE NORTH 29°30' EAST 190 FEET: THENCE NORTH 26°45' WEST 190 FEET: THENCE NORTH 2°54' EAST 235 FEET: THENCE NORTH 46°39' EAST 295 FEET: THENCE NORTH 24°14' EAST 505 FEET TO THE NORTH LINE OF THE SOUTHWEST CORNER OF SAID SECTION 11: THENCE NORTH 89°40' EAST AND ALONG SAID NORTH LINE 59.55 FEET TO THE POINT OF BEGINNING, CONTAINING 10.28 ACRES MORE OR LESS.

SUBJECT TO ALL LEGAL HIGHWAYS AND/OR RIGHTS OF WAY.

CERTIFIED 10-2-68

  
REGISTERED SURVEYOR No. 3907

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