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*James K. Forestal*  
MARION COUNTY AUDITOR

DECLARATION OF COVENANTS, RESTRICTIONS AND  
LIMITATIONS FOR NORMANDY FARMS DEVELOPMENT

THIS DECLARATION, made and entered into this 8<sup>th</sup> day of October, 1976, by NORMANDY FARMS DEVELOPMENT CO., an Indiana general partnership ("Declarant"),

W I T N E S S E T H :

WHEREAS, Declarant is the owner in fee simple of certain real estate located in Indianapolis, Marion County, Indiana, and more particularly described in Exhibit "A" attached hereto and by reference made a part hereof ("Real Estate"), which Declarant is developing into a single family residential subdivision known and commonly identified as "Normandy Farms - Section One" as evidenced by a plat thereof ("Plat") recorded of even date herewith in the office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant is also the owner in fee simple of certain further real estate located in Indianapolis, Marion County, Indiana, and more particularly described in Exhibit "B" attached hereto and by reference made a part hereof ("Further Real Estate") and is the holder of an option to purchase certain other real estate located in Indianapolis, Marion County, Indiana, and more particularly described on Exhibit "C" attached hereto and by reference made a part hereof ("Other Real Estate"); and

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WHEREAS, it is Declarant's present intention to develop at some future time certain portions of Further Real Estate and Other Real Estate (subject to Declarant acquiring ownership of Other Real Estate) in a manner similar to the development of Real Estate so that the platted portions of all such real estate will be subdivided and developed under a general plan or scheme of improvement (such general plan or scheme of improvement being hereinafter referred to as "Normandy Farms Development") to be evidenced by plats of various sections thereof from time to time recorded in the office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant intends to sell and convey lots located within the Plat prior to subdividing and platting portions of Further Real Estate or Other Real Estate, and before doing so desires to subject and impose certain mutual and beneficial restrictions, covenants, conditions and charges ("Restrictions") upon areas of Real Estate, Other Real Estate and Further Real Estate now or hereafter platted by Declarant in furtherance of Normandy Farms Development and for the benefit and compliment of lots located therein and the future owners of such lots:

NOW, THEREFORE, Declarant hereby declares that all of the lots located within Real Estate as evidenced by the Plat and all of the lots hereafter located within Further Real Estate and/or Other Real Estate, as, when, and in the event that all or any portion of Further Real Estate or Other Real Estate is subdivided and developed by Declarant and plats thereof are

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recorded by Declarant in the office of the Recorder of Marion County, Indiana, shall be held, conveyed, encumbered, leased, rented, used, occupied and improved subject to the Restrictions which are hereby declared in furtherance of the purposes hereinabove set forth:

ARTICLE I

Definitions

1.01. DECLARATION: "Declaration" shall mean this instrument.

1.02. DECLARANT: "Declarant" shall mean and include Normandy Farms Development Co., an Indiana general partnership, and any person, firm, corporation or other entity designated in writing by Declarant as its nominee in an instrument executed by Declarant or its successors or assigns and hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.03. GREEN AREA EASEMENTS: "Green Area Easements" shall mean those common areas designated on the Plat or on the plat or plats of sections of Further Real Estate or Other Real Estate hereafter recorded as "Green Area Easements".

1.04. OTHER COMMON AREAS: "Other Common Areas" shall mean those tracts of land within platted portions of Real Estate, Further Real Estate and Other Real Estate designated on the Plat or on the plat or plats of sections of Further Real Estate or Other Real Estate hereafter recorded as "Other Common Areas".

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1.05. LOT: "Lot" shall mean any parcel of real estate reserved for residential development and described by the Plat or the plat or plats of sections of Further Real Estate or Other Real Estate hereafter recorded.

1.06. BUILDING CONTROL COMMITTEE: "Building Control Committee" shall mean the Building Control Committee established in accordance with the Covenants, Limitations and Restrictions on the Plat or on the plat or plats of Sections of Further Real Estate or Other Real Estate hereafter recorded.

1.07. ASSOCIATION: "Association" shall mean the Normandy Farms Property Owners' Association, Inc., an Indiana not-for-profit corporation, the membership and powers of which are more fully described in Article IV of this Declaration.

1.08. OWNER: "Owner" shall mean any person, firm, corporation or other entity, their respective successors and assigns, who hereafter obtains fee simple title to any Lot, but only for so long as title is retained.

1.09. OTHER RESTRICTIONS: "Other Restrictions" shall mean any restrictions imposed on any Lot upon the recordation of the Plat or the recordation of the plat or plats of sections of Further Real Estate or Other Real Estate.

1.10. BOARD: "Board" shall mean the Board of Directors of the Association.

## ARTICLE II

### Green Area Easements

2.01. USE: The use of Green Area Easements shall be limited to permit pedestrian passage and passage by non-motorized

methods, and such recreational purposes as from time to time authorized by the Board.

2.02. PERSONS ENTITLED TO USE: Each Owner shall have the right to use the Green Area Easements in common with all other Owners, subject to the provisions of Section 2.01. Such right shall extend to the Owner, members of the Owner's immediate family, occupants of improvements constructed on any Lot, and their respective guests and invitees. The right of use herein granted shall be limited and available only for so long as an Owner or occupant continues to reside on a Lot.

2.03. IMPROVEMENTS AND LANDSCAPING WITHIN GREEN AREA EASEMENTS: No fence, wall, tree, hedge or shrub planting, or temporary or permanent structure or other improvements shall be altered, erected, placed or permitted to remain within any Green Area Easements by any Owner without prior written approval from the Building Control Committee and the Board. The Board or Declarant shall have the right, but not the obligation, subject to obtaining prior written approval from the Building Control Committee and arranging for necessary funds for payment of costs and expenses incurred in connection therewith, to construct, erect or place walks, paths, nature trails, horse trails, trees, shrubbery or other landscaping and improvements within all or any portion of the Green Area Easements. The Board or Declarant as the party exercising the right to construct such improvements as aforesaid shall not permit any work to be performed or materials or equipment to be furnished (or any shrubs or trees to be planted or other landscaping to be done) other than under and pursuant to

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valid, written and recorded no-lien contracts which comply with I.C. §32-8-3-1 (Burns 1973), as amended or modified, or any applicable legislation enacted in lieu thereof. If any mechanic's lien is filed against any Lot or Lots as a result of the performance of any such work or the supplying of any such materials or equipment, the Board or Declarant shall cause the same to be discharged of record within ninety (90) days from the date of recordation. In the event that the Board or Declarant believes that it has a valid defense which it desires to assert as to any such lien, it may do so upon posting with the Owner of the Lot against which such lien has been filed a sufficient undertaking to indemnify such Owner against any liability, cost or expense, including reasonable attorneys' fees, in connection therewith. If the Board or Declarant fails to discharge any such lien within ninety (90) days, or provide indemnification as herein required, the Owner of such Lot may, at its option, discharge the same by compromise and settlement, paying the amount claimed to be due or procuring the discharge of any such lien in any other manner prescribed by law and, in such event, amounts expended in securing the discharge of a lien, including costs, expenses and reasonable attorneys' fees, shall be reimbursed to such Owner by either the Association or Declarant as the party responsible for construction of the improvements from which the filing of such mechanic's lien arises. Nothing contained herein is intended, nor shall it be construed or interpreted, to impose any liability on Declarant

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to any person, firm, corporation or other legal entity, including any Owner or Owners, arising out of or in connection with the Board's exercise of any rights granted by this Section or the construction of any improvements by the Board within the Green Area Easements.

2.04. MAINTENANCE: Unless and until walks, paths, nature trails, horse trails or other improvements are approved by the Building Control Committee to be constructed, erected or placed within that portion of the Green Area Easements extending over and upon any Lot, the Owner of such Lot shall mow the grass, cause weeds and other growths to be reasonably cut and prevent the accumulation of rubbish and debris within such Green Area Easements, all without cost or expense to the Association or Declarant. Those portions of the Green Area Easements improved by the Board or Declarant as authorized by the Building Control Committee under Section 2.03 (except solely by the planting of trees or shrubbery thereon, in which event maintenance shall remain the responsibility of the individual Lot Owners over which the Green Area Easements extend as hereinabove provided) shall be regularly and periodically maintained by the Association at its cost and expense.

### ARTICLE III

#### Other Common Areas

3.01. LOCATION AND USE: Declarant shall have the right, but not the obligation, to withhold from development as residential building lots certain tracts of land located within

platted portions of Real Estate, Further Real Estate and Other Real Estate as Other Common Areas for one of the following purposes: (i) for recreational purposes, indoor or outdoor; (ii) as open areas, landscaped or left in a natural state; (iii) as parks, pedestrian areas, greenways or for other similar uses; or (iv) for such other purpose or purposes as Declarant shall determine consistent with Normandy Farms Development. Declarant reserves the right to change the character of the use of any Other Common Area at any time in the future unless and until title thereto is deeded to the Association and, where necessary, to apply for a rezoning or variance if required to accommodate Declarant's planned use.

3.02. PERSONS ENTITLED TO USE. Each Owner shall have the right to use the Other Common Areas in common with all other Owners at such time or times, in accordance with such rules and regulations and for such purposes as are authorized by the Board, subject to payment of Other Assessments as defined in Section 4.03. An Owner who does not desire to use the Other Common Areas shall not be required to pay Other Assessments. The rights herein granted shall extend to the Owner, members of the Owner's immediate family, occupants of improvements constructed on any Lot, and their respective guests and invitees, and to such other persons or classes of persons from time to time designated by the Board. The right of use herein granted shall be limited and available to an Owner or occupant only for so long as an Owner or occupant continues to reside on a Lot and is current in the payment of Other Assessments.

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3.03. RIGHT TO CONSTRUCT IMPROVEMENTS AND FACILITIES

ON OTHER COMMON AREAS: The Board, in the event of and following the conveyance of ownership to the Association by Declarant of all or any portion of the Other Common Areas shall have the exclusive right, but not the obligation, to construct, erect, alter or place such structures, buildings, recreational facilities (whether indoor or outdoor), trees, shrubs or other landscaping on any such Other Common Areas conveyed to it by Declarant, subject to having first obtained prior written approval from the Building Control Committee and all applicable governmental authorities. Conversely, the Board in the event the Association succeeds to ownership thereof shall have the right to retain all or any portion of the Other Common Areas in a natural state.

3.04. MAINTENANCE OF OTHER COMMON AREAS: Except as otherwise provided herein, management, maintenance and repair of the Other Common Areas conveyed to the Association by Declarant and any structures, buildings, recreational facilities, trees, shrubs or other landscaping erected, altered or placed thereon shall be the responsibility of the Board at the cost and expense of the Association.

3.05. OWNERSHIP: Declarant may, at its option and at any time hereafter, convey to the Association any or all of the Other Common Areas. Such conveyance shall be free and clear of all mortgage liens and shall be subject to easements and restrictions of record, and such other conditions as the Declarant may at the time of such conveyance deem appropriate.

Further, any 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 any or all of such Other Common Areas to the Association.

#### ARTICLE IV

##### Normandy Farms Property Owners' Association, Inc.

4.01. GENERAL: There has been created under the laws of the State of Indiana, a not-for-profit corporation to be known as "Normandy Farms Property Owners' Association, Inc.", which has been and shall hereafter be referred to herein as the "Association". Every Owner shall be a member of the Association.

All members of the Association shall abide by the rules and regulations of the Association. Membership shall terminate: (i) when a person, firm, corporation or other entity ceases to be an Owner; or (ii) in the case of the members of the original Board (or their successors as appointed by Declarant) when Declarant relinquishes the initial rights specified in Section 4.07. The operation of the Association shall be more fully described in its Articles of Incorporation and By-Laws.

4.02. PURPOSES OF THE ASSOCIATION: The general purpose of the Association is to provide for the maintenance,

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repair, replacement, administration and operation of the Green Area Easements and Other Common Areas within platted portions of Real Estate, Further Real Estate or Other Real Estate as evidenced by the Plat or the plat or plats of sections of Further Real Estate or Other Real Estate hereafter recorded. An additional purpose of the Association is to provide a means for the promulgation and enforcement of regulations necessary to govern the use and enjoyment of such Green Area Easements and Other Common Areas.

4.03. POWER OF ASSOCIATION TO LEVY AND COLLECT CHARGES AND IMPOSE LIENS: The Board shall have the power to levy a uniform annual charge or assessment against the Lots ("Uniform Assessments"). Uniform Assessments shall not be levied during the period of time that Declarant has the right to exercise the initial rights specified in Section 4.07. Thereafter, the Board, acting in accordance with the By-Laws of the Association, shall have the right to determine the amount of the Uniform Assessments levied against such Lots after consideration of the financial requirements of the Association. The Board shall also have the right to levy uniform additional charges or assessments (in addition to the Uniform Assessment) against the Owners of Lots who have elected to use and enjoy the Other Common Areas owned by the Association, if any ("Other Assessments")

The written election on a form prescribed by the Board of the Owner of a Lot to use and enjoy the Other Common Areas shall remain effective from year to year unless a notice

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terminating such election is received in writing by the Board from such Owner. Any such notice of termination shall be of no force or effective to relieve any such Owner from liability for the payment of Other Assessments created as hereinafter provided prior to receipt by the Board, nor shall receipt of such notice relieve any such Owner from liability for the payment of Other Assessments to be levied for the year in which such notice is received, unless received by the Board prior to the first day of March in the year of termination. Except as hereinabove provided, once such election has been terminated, such terminating Owner shall no longer be liable for the payment of Other Assessments thereafter created by the Board unless and until either rescinding such notice of termination or thereafter again electing to use and enjoy the Other Common Areas. No Uniform Assessments or Other Assessments shall ever be levied by the Board against Declarant, or against Lots owned by Declarant.

Uniform Assessments and Other Assessments levied as hereinabove provided shall be paid by the Lot Owners before the first day of June of the year for which such assessments are made. The Board shall fix the amount of such Uniform Assessments and Other Assessments by the first day of May of each year, and written notice of the amounts so fixed shall be sent to each Owner. Such Uniform Assessments and Other Assessments shall be prorated as at the closing date in the case of any person, firm, corporation or other

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entity who purchases a Lot from Declarant after June 1 in any year and payment of such prorated amount shall be made by any such purchaser within five (5) days after closing.

Uniform Assessments and Other Assessments levied against the Lot, together with interest and other charges or costs as hereinafter provided at the time of creation thereof, shall become and remain a lien upon such Lot until paid in full, and shall become a personal obligation of the Owner of that Lot at the time due and payable. Such Uniform Assessments and Other Assessments shall bear interest at the rate of eight percent (8%) per annum until paid in full. If any such Uniform Assessments or Other Assessments are not paid on or before the due date, 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, and upon the institution of any such proceedings shall have the right to recover costs of collection, including reasonable attorneys' fees and court costs. Each Owner acknowledges notification by the recordation of this Declaration of the Association's right to impose a lien upon any such Lot as hereinabove provided and acknowledges that the imposition of any such lien is valid and subject to release only upon full payment of amounts which may be due and owing as aforesaid. Every Owner is hereby notified that the act of acquiring, making such purchase or acquiring such title, such person, firm, corporation or other entity shall be conclusively held to be a covenant to pay the Association all assessments that the Board shall make pursuant to this Section.

4.04. CERTIFICATION WITH RESPECT TO PAYMENT OF ASSESSMENTS: The Board shall, upon ten (10) days' written notice, furnish a certificate in writing signed by an officer of the Association that the Uniform Assessments and Other Assessments (if applicable) on a specified Lot have been paid or that certain Uniform Assessments or Other Assessments against any such Lot remain unpaid, as the case may be. A Reasonable charge may be made by the Board for the issuance of any such certificate. Such certificate shall be conclusive evidence of payment of the assessments therein stated to have been paid.

4.05. PURPOSE OF THE ASSESSMENTS: Uniform Assessments levied by the Board shall be used exclusively for the improvement, maintenance, operation and repair of the Green Area Easements. Other Assessments levied by the Board shall be used exclusively for the improvement, maintenance, repair, use, operation and protection of the Other Common Areas owned by the Association or with respect to recreational activities conducted thereon.

4.06. SUSPENSION OF PRIVILEGES AND MEMBERSHIP: Notwithstanding any other provision contained herein, the Board shall have the right to suspend the right to use the Green Area Easements or Other Common Areas: (i) for any period during which any of the Association's Uniform Assessments or Other Assessments owed by any such member remain unpaid; (ii) during

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the period of any violation by any such member of the Articles of Incorporation, By-Laws or rules or regulations as from time to time imposed by the Board.

4.07. DECLARANT'S INITIAL RIGHTS: Declarant shall exercise the powers, rights, duties and functions of the Board until one of the following events has occurred, whichever is earlier: (i) Declarant has consummated the sale of fifty (50) Lots within platted portions of Real Estate, Further Real Estate and Other Real Estate, as evidenced by the Plat and the plat or plats of sections of Further Real Estate or Other Real Estate hereafter recorded; (ii) December 31, 1977; or (iii) Declarant has relinquished such powers, rights, duties and functions upon written notice to the members of the Association or by recording a notice to such effect in the Office of the Recorder of Marion County, Indiana.

#### ARTICLE V

##### General

5.01. WAIVER OF DAMAGES: Neither Declarant or its partners, and its successors or assigns or nominees nor the Board shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities reserved, granted or delegated to it by, or pursuant to, this Declaration, excepting and excluding only: (i) a claim based upon a failure by the Board to use assessments or charges collected in the manner prescribed by Section 4.05 or (ii) a claim against Declarant or the Board as the case may be based

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upon a failure to comply with the terms and provisions of Section 2.03 in the event of the filing of a mechanic's lien. Nor shall Declarant or its partners and its successors or assigns or nominees be liable for any claim whatsoever arising out of or by reason of: (i) Declarant's failure to proceed to develop all or any portion of Real Estate, Further Real Estate or Other Real Estate in accordance with Normandy Farms Development; or (ii) development of all or any portion of Real Estate, Further Real Estate or Other Real Estate in any way which does not conform to Normandy Farms Development.

5.02. AMENDMENTS TO DECLARATION: The provisions of this Declaration may not be changed, modified or rescinded without: (i) the approval of the Owners of at least two-thirds (2/3) of the Lots given at a meeting of the Association called pursuant to its Articles of Incorporation and By-Laws; and (ii) the express written approval of Declarant to the extent any such change, modification or rescission directly or indirectly affects, alters or changes the applicability of this Declaration as specified in Section 5.05, the use of the Green Area Easements as specified in Sections 2.01 and 2.02, Declarant's rights or obligations hereunder or the right of the Association to levy Uniform Assessments. Following approval required as herein-  
above provided, any such approved change, modification or rescission shall be effective upon the recordation in the office of the Recorder of Marion County, Indiana, of an instrument signed and acknowledged by all members of the Board setting forth such change, modification or rescission.



5.03. INTERPRETATION OF DECLARATION: The provisions of this Declaration shall be liberally construed to effectuate its purpose of furthering Normandy Farms Development.

5.04. SEVERABILITY: The provisions of this Declaration shall be severable and no provision shall be affected by the validity of any other provision to the extent that such invalidity does not also render such other provision invalid. In the event of the invalidity of any provision, this Declaration shall be interpreted and enforced as if all invalid provisions were not contained herein.

5.05. APPLICABILITY: This Declaration shall be applicable only to those platted portions of Real Estate, Further Real Estate or Other Real Estate evidenced by the Plat or the plat or plats of sections of Further Real Estate or Other Real Estate hereafter recorded in the office of the Recorder of Marion County, Indiana. This Declaration shall be of no force or effect as to all or any portion of Further Real Estate or Other Real Estate which is transferred and conveyed by Declarant to a third person, firm, corporation or other entity prior to having been platted unless expressly made applicable, or to any portion of Other Real Estate to which Declarant does not succeed to ownership, nor shall this Declaration affect in any way, or impose any restrictions upon, any portion of Further Real Estate or Other Real Estate which is not located within a plat or

plats of sections thereof hereafter recorded. Further, nothing contained in this Declaration is intended, nor shall it be interpreted or construed, to require Declarant to plat all or any certain portion of Further Real Estate or Other Real Estate into Lots or to exclude any other possible use or uses.

5.06. DURATION: This Declaration and the Restrictions herein contained shall be binding on all Owners and all persons claiming under them unless and until changed, modified or rescinded as provided in Section 5.02.

5.07. ENFORCEMENT: The Association or any party to whose benefit the Restrictions contained within this Declaration inure, including Declarant, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither Declarant or the Association shall be liable for damages of any kind to any person, firm, corporation or other entity for failing either to abide by, enforce or carry out any of these Restrictions. No delay or failure on the part of any aggrieved party to evoke 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 upon the occurrence, re-occurrence or continuation of such violation or violations of these Restrictions.

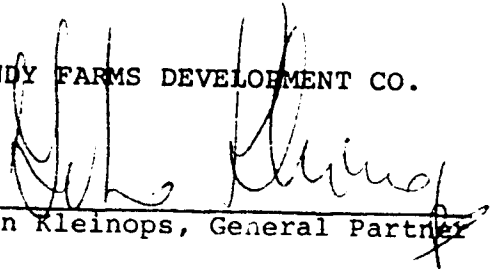
5.08. BINDING EFFECT: This Declaration and the Restrictions herein enumerated shall be binding upon Declarant, the Association, and each Owner and any person, firm, corporation or other entity now or hereafter claiming an interest in any Lot, and their respective successors or assigns. The rights and obligations created by this Declaration as from time to time amended hereafter shall be deemed to run with those portions of Real Estate, Further Real Estate or Other Real Estate platted into Lots, as evidenced by the Plat or the plat or plats of sections of Further Real Estate or Other Real Estate hereafter recorded. Those persons, firms, corporations or other entities hereafter succeeding to ownership of any Lot subject to these Restrictions, whether by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, shall accept such deed and execute such contract subject to each and every restriction and agreement herein contained, as well as Other Restrictions. By acceptance of such deed or execution of any such contract, each Owner acknowledges the rights and powers of the Declarant and of the Association with respect to these Restrictions (or Other Restrictions) and also, for themselves, their heirs, personal representatives, successors and assigns, covenant and agree and consent to and with the Declarant, 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 these Restrictions and agreement.

5.09. CONSTRUCTION WITH OTHER RESTRICTIONS: To the extent of a conflict between any of the provisions of this Declaration and any of the provisions of Other Restrictions, the provisions of Other Restrictions shall control.

5.10. RECORDATION: Following execution, this Declaration shall be recorded in the office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed by one of its duly authorized general partners on the day and in the year first above written.

NORMANDY FARMS DEVELOPMENT CO.

By:   
John Kleinops, General Partner

STATE OF INDIANA )  
                              ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared John Kleinops, one of the general partners of Normandy Farms Development Co., an Indiana general partnership, who, having been duly sworn, acknowledged the

execution of the foregoing Declaration of Covenants, Restrictions and Limitations for Normandy Farms Development for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 8th day of October, 1976.

Deborah A. Chandler  
DEBORAH A. CHANDLER, Notary Public

My commission expires:  
JUNE 14, 1980

This instrument was prepared by Michael C. Cook, Attorney.

Thereby certify that the within plat is true and correct and represents a survey of a part of the West Half of the Northwest Quarter of Section 26 and a part of Section 27, both in Township 17 North, Range 2 East, Marion County, Indiana described as follows:

Beginning at the northwest corner of the west half of the northwest quarter of section (25) and the northeast corner of section (27); thence North 88 degrees 39 minutes 44 seconds East along the north line of the west half of the northwest quarter of section (26), 275.99 feet; thence South 01 degree 17 minutes 10 seconds East, 562.06 feet; thence South 39 degrees 04 minutes 11 seconds West, 297.45 feet; thence South 29 degrees 16 minutes 02 seconds West, 101.01 feet to the west line of the west half of the northwest quarter of said section (26); thence continuing South 29 degrees 16 minutes 52 seconds West, 158.06 feet; thence South 42 degrees 56 minutes 00 seconds West, 445.68 feet; thence South 15 degrees 43 minutes 00 seconds West, 30.00 feet; thence North 62 degrees 02 minutes 00 seconds West, 235.36 feet to a point on a curve; thence Southwesterly 110.00 feet along an arc to the left and having a radius of 979.93 feet and subtended by a long chord having a bearing of South 23 degrees 51 minutes 01 seconds West, and a length of 109.94 feet; thence North 48 degrees 17 minutes 00 seconds West, 210.00 feet; thence South 26 degrees 12 minutes 00 seconds West, 118.00 feet; thence South 38 degrees 27 minutes 00 seconds West, 554.01 feet; thence North 47 degrees 47 minutes 00 seconds West, 100.00 feet; thence South 42 degrees 13 minutes 00 seconds West, 240.00 feet; thence North 47 degrees 47 minutes 00 seconds West, 315.60 feet; thence South 86 degrees 58 minutes 00 seconds West, 135.00 feet; thence South 16 degrees 32 minutes 59 seconds East, 50.00 feet; thence South 82 degrees 58 minutes 00 seconds West, 235.00 feet; thence North 31 degrees 17 minutes 00 seconds West, 184.63 feet to a point on a curve; thence Southwesterly 100.96 feet along an arc to the left and having a radius of 224.11 feet and subtended by a long chord having a bearing of South 29 degrees 58 minutes 01 second West and a length of 105.94 feet; thence North 81 degrees 09 minutes 21 seconds West, 346.66 feet; thence North 15 degrees 13 minutes 00 seconds East, 143.00 feet; thence North 40 degrees 17 minutes 00 seconds West, 390.00 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the north line of the northeast quarter of said section (27), 785.00 feet; thence South 46 degrees 16 minutes 49 seconds East, 84.85 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the north line of the northeast quarter of said section (27), 80.00 feet; thence North 88 degrees 43 minutes 11 seconds East, 81.64 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the north line of the northeast quarter of said section (27), 531.64 feet; thence North 00 degrees 02 minutes 38 seconds West, and parallel to the east line of the northeast quarter of said section (27), 160.00 feet; thence North 86 degrees 43 minutes 11 seconds East, and parallel to the north line of the northeast quarter of said section (27), 500.00 feet; thence North 00 degrees 02 minutes 33 seconds West, and parallel to the east line of the northeast quarter of said section (27), 479.94 feet; thence North 86 degrees 43 minutes 11 seconds East and parallel to the north line of the northeast quarter of said section (27), 459.01 feet; thence North 01 degree 17 minutes 00 seconds West, 280.00 feet to the north line of the northeast quarter of said section (27); thence North 83 degrees 13 minutes 11 seconds East, along the south line of the northeast quarter of said section (27), 190.00 feet to the point of beginning and containing 41.730 acres more or less.

## EXHIBIT "B"

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TRACT NO. 1

A part of the West Half of the Northwest Quarter of Section 26 and a part of Section 27, both in Township 17 North, Range 2 East, Marion County, Indiana, described as follows:

Beginning at the Northwest corner of the West Half of the Northwest Quarter of Section (26) and the Northeast corner of Section (27); thence North 88 degrees 39 minutes 44 seconds East along the North line of the West Half of the Northwest Quarter of Section (26), 1321.47 feet to the Northeast corner of the West Half of the Northwest Quarter of Section (26); thence South 00 degrees 01 minute 30 seconds East, along the East line of the West Half of the Northwest Quarter of Section (26), 690.18 feet; thence South 88 degrees 39 minutes 44 seconds West, and parallel to the North line of the West Half of the Northwest Quarter of Section (26), 680.18 feet; thence North 00 degrees 01 minute 30 seconds West, and parallel to the East line of the West Half of the Northwest Quarter of Section (26), 430.00 feet; thence South 89 degrees 58 minutes 30 seconds West, 410.68 feet; thence South 01 degree 17 minutes 00 seconds East, 311.30 feet; thence South 39 degrees 04 minutes 11 seconds West, 297.45 feet; thence South 29 degrees 16 minutes 02 seconds West, 101.01 feet to the West line of the West Half of the Northwest Quarter of said Section (26); thence continuing South 29 degrees 16 minutes 02 seconds West, 158.06 feet; thence South 42 degrees 58 minutes 00 seconds West, 445.68 feet; thence South 15 degrees 43 minutes 00 seconds West, 397.22 feet; thence South 24 degrees 28 minutes 00 seconds West, 130.00 feet; thence South 40 degrees 28 minutes 37 seconds West, 264.95 feet; thence South 58 degrees 43 minutes 00 seconds West, 387.05 feet; thence South 17 degrees 43 minutes 01 second West, 89.86 feet; thence South 14 degrees 32 minutes 00 seconds East, 50.00 feet; thence South 00 degrees 28 minutes 00 seconds West, 188.00 feet; thence South 06 degrees 58 minutes 00 seconds West, 130.00 feet; thence South 32 degrees 13 minutes 00 seconds West, 175.00 feet; thence South 51 degrees 34 minutes 47 seconds West, 231.56 feet; thence South 00 degrees 28 minutes 00 seconds West, 60.00 feet; thence North 89 degrees 32 minutes 00 seconds West, 175.00 feet; thence South 00 degrees 28 minutes 00 seconds West, 60.00 feet; thence South 69 degrees 13 minutes 00 seconds West, 170.59 feet; thence South 86 degrees 58 minutes 00 seconds West, 283.59 feet; thence South 68 degrees 28 minutes 00 seconds West, 394.80 feet; thence North 48 degrees 02 minutes 00 seconds West, 40.00 feet; thence South 82 degrees 43 minutes 00 seconds West, 120.00 feet; thence North 85 degrees 47 minutes 00 seconds West, 260.00 feet; thence North 70 degrees 02 minutes 00 seconds West, 105.00 feet; thence South 53 degrees 19 minutes 51 seconds West, 52.11 feet; thence North 68 degrees 43 minutes 47 seconds West, 190.00 feet; thence South 83 degrees 46 minutes 15 seconds West, 145.00 feet; thence South 63 degrees 46 minutes 13 seconds West, 347.49 feet; thence South 80 degrees 05 minutes 01 second West, 270.15 feet; thence North 00 degrees 10 minutes 04 seconds West, and parallel to the West line of the East Half of the Southwest Quarter of said Section (27), 50.00 feet; thence South 89 degrees 50 minutes 00 seconds West, 210.00 feet to the West line of said Half Quarter Section; thence North 00 degrees 10 minutes 04 seconds West,

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along the West line of said Half Quarter Section 650.00 feet to the Southwest corner of the East Half of the Northwest Quarter of said Section (27); thence North 00 degrees 10 minutes 24 seconds West along the West line of said Half Quarter Section 656.30 feet; thence North 02 degrees 56 minutes 36 seconds East, along the centerline of Noel Road 75.00 feet; thence North 12 degrees 16 minutes 36 seconds East, along said centerline 75.00 feet; thence North 28 degrees 31 minutes 36 seconds East, along said centerline 72.50 feet; thence North 40 degrees 15 minutes 11 seconds East, along said centerline 39.65 feet; thence North 39 degrees 02 minutes 48 seconds East, along said centerline 136.25 feet; thence North 24 degrees 17 minutes 48 seconds East, along said centerline 70.00 feet; thence North 07 degrees 25 minutes 48 seconds East, along said centerline 200.00 feet; thence North 36 degrees 04 minutes 48 seconds East, along said centerline 200.00 feet; thence North 18 degrees 33 minutes 48 seconds East, along said centerline 467.58 feet; thence South 79 degrees 08 minutes 27 seconds East, 160.43 feet; thence South 78 degrees 07 minutes 38 seconds East, 136.03 feet; thence North 61 degrees 01 minute 38 seconds West, 227.03 feet; thence North 77 degrees 25 minutes 22 seconds East, 210.80 feet; thence North 72 degrees 20 minutes 22 seconds East, 163.37 feet; thence South 15 degrees 15 minutes 23 seconds West, 384.43 feet; thence North 88 degrees 44 minutes 48 seconds East, and parallel to the North line of the Northwest Quarter of said Section (27) 486.49 feet to the West line of the Northeast Quarter of said Section (27); thence North 00 degrees 15 minutes 11 seconds West, along the West line of the Northeast Quarter of said Section (27), 91.18 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the North line of the Northeast Quarter of said Section (27), 765.00 feet; thence South 46 degrees 16 minutes 49 seconds East, 84.85 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the North line of the Northeast Quarter of said Section (27), 60.00 feet; thence North 43 degrees 43 minutes 11 seconds East, 84.85 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the North line of the Northeast Quarter of said Section (27), 531.64 feet; thence North 00 degrees 02 minutes 38 seconds West, and parallel to the East line of the Northeast Quarter of said Section (27), 160.00 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the North line of the Northeast Quarter of said Section (27), 500.00 feet; thence North 00 degrees 02 minutes 38 seconds West, and parallel to the East line of the Northeast Quarter of said Section (27), 760.00 feet to the North line of the Northeast Quarter of said Section (27), thence North 88 degrees 43 minutes 11 seconds East, along the North line of said Section (27), 682.95 feet to the point of beginning and containing 198.155 acres, more or less.

EXCEPTING AND EXCLUDING:



I hereby certify that the within plat is true and correct and represents a survey of a part of the West Half of the Northwest Quarter of Section 26 and a part of Section 27, both in Township 17 North, Range 2 East, Marion County, Indiana described as follows:

Beginning at the northwest corner of the west half of the northwest quarter of section (26) and the northeast corner of section (27); thence North 88 degrees 39 minutes 44 seconds East along the north line of the west half of the northwest quarter of section (26), 228.00 feet; thence South 01 degree 17 minutes 10 seconds East, 562.00 feet; thence South 39 degrees 04 minutes 11 seconds West, 297.45 feet; thence South 29 degrees 16 minutes 02 seconds West, 101.01 feet to the west line of the west half of the northwest quarter of said section (26); thence continuing South 29 degrees 16 minutes 02 seconds West, 158.06 feet; thence South 42 degrees 58 minutes 00 seconds West, 445.63 feet; thence South 15 degrees 43 minutes 00 seconds West, 30.00 feet; thence North 63 degrees 02 minutes 00 seconds West, 235.36 feet to a point on a curve; thence Southwesterly 110.00 feet along an arc to the left and having a radius of 979.93 feet and subtended by a long chord having a bearing of South 23 degrees 51 minutes 01 second West, and a length of 109.94 feet; thence North 48 degrees 17 minutes 00 seconds West, 210.00 feet; thence South 26 degrees 12 minutes 00 seconds West, 118.00 feet; thence South 38 degrees 27 minutes 00 seconds West, 354.01 feet; thence North 47 degrees 47 minutes 00 seconds West, 100.00 feet; thence South 42 degrees 13 minutes 00 seconds West, 240.00 feet; thence North 47 degrees 47 minutes 00 seconds West, 355.96 feet; thence South 86 degrees 58 minutes 00 seconds West, 135.00 feet; thence South 13 degrees 32 minutes 00 seconds East, 50.00 feet; thence South 62 degrees 58 minutes 00 seconds West, 235.00 feet; thence North 31 degrees 17 minutes 00 seconds West, 184.03 feet to a point on a curve; thence Southwesterly 106.96 feet along an arc to the left and having a radius of 224.11 feet and subtended by a long chord having a bearing of South 29 degrees 58 minutes 01 second West and a length of 105.94 feet; thence North 83 degrees 09 minutes 21 seconds West, 346.68 feet; thence North 15 degrees 13 minutes 00 seconds East, 143.00 feet; thence North 40 degrees 17 minutes 00 seconds West, 390.00 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the north line of the northeast quarter of said section (27), 785.00 feet; thence South 46 degrees 16 minutes 49 seconds East, 84.85 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the north line of the northeast quarter of said section (27), 60.00 feet; thence North 43 degrees 43 minutes 11 seconds East, 84.85 feet; thence North 83 degrees 43 minutes 11 seconds East, and parallel to the north line of the northeast quarter of said section (27), 531.64 feet; thence North 00 degree 02 minutes 38 seconds West, and parallel to the east line of the northeast quarter of said section (27), 160.00 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the north line of the northeast quarter of said section (27), 500.00 feet; thence North 00 degrees 02 minutes 38 seconds West, and parallel to the east line of the northeast quarter of said section (27), 479.94 feet; thence North 83 degrees 43 minutes 11 seconds East and parallel to the north line of the northeast quarter of said section (27), 499.91 feet; thence North 01 degree 17 minutes 00 seconds West, 230.00 feet to the north line of the northeast quarter of said section (27); thence North 83 degrees 43 minutes 11 seconds East, along the north line of the northeast quarter of said section (27), 190.00 feet to the point of beginning and containing 41.736 acres more or less.

## EXHIBIT "C"

## PARCEL I

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A part of the West Half of the Northwest Quarter of Section 26, Township 17 North, Range 2 East, Marion County, Indiana, described as follows: Beginning at the northwest corner of said half quarter section; thence north 68 degrees 39 minutes 44 seconds East along the north line of said half quarter section 1321.47 feet to the northeast corner of said half quarter section; thence south 0 degrees 01 minutes 30 seconds East along the east line of said half quarter section 2275.76 feet to a point that is North 0 degrees 01 minutes 30 seconds West, 363.00 feet from the southeast corner of said half quarter section; thence South 88 degrees 48 minutes 21 seconds West and parallel to the south line of said half quarter section 1920.65 feet to the west line of said half quarter section thence North 0 degrees 02 minutes 33 seconds West along the west line of said half quarter section 2272.43 feet to the point of beginning and containing 68.951 acres more or less.

## PARCEL II

A part of Section 27, Township 17 North, Range 2 East, Marion County, Indiana, described as follows: Beginning at the northeast corner of said section; thence South 0 degrees 02 minutes 33 seconds East along the east line of said section 2635.43 feet to the northeast corner of the southeast quarter of said section; thence South 88 degrees 39 minutes 25 seconds East along the north line of said quarter section 140.00 feet; thence South 0 degrees 02 minutes 33 seconds East and parallel to the east line of said quarter section, 736.91 feet; thence South 88 degrees 39 minutes 25 seconds West and parallel to the north line of said quarter section, 827.00 feet; thence South 0 degrees 02 minutes 33 seconds East and parallel to the east line of said quarter section, 136.16 feet; thence South 88 degrees 39 minutes 25 seconds West and parallel to the north line of said quarter section 331.62 feet to the west line of Lakeside Second Section as recorded in Plat Book 24, pages 87 through 90 in the office of the Recorder of Marion County; thence South 0 degrees 15 minutes 11 seconds East along the west line of said Lakeside Second Section 390.83 feet; thence South 88 degrees 39 minutes 25 seconds West along the north line of said Lakeside Second Section 1321.38 feet to the east line of the southwest quarter of said section and the northwest corner of said Lakeside Second Section; thence South 0 degrees 15 minutes 11 seconds East along the East line of said quarter section and the west line of said Lakeside Second Section, 229.20 feet; to the northeast corner of Lakeside Addition as recorded in Plat Book 21, page 143 in the Office of the Recorder of Marion County, Indiana; thence south 88 degrees 28 minutes 15 seconds West along the north line of said Lakeside Addition 733.90 feet; thence North 0 degrees 10 minutes 04 seconds West and parallel to the west line of the east half of the southwest quarter of said section 198.00 feet; thence South 88 degrees 28 minutes 15 seconds West, 600.00 feet to the west line of said half quarter section; thence North 0 degrees 10 minutes 04 seconds West along the West line of said half quarter section 1451.39 feet to the southwest corner of the east half of the northwest quarter of said section; thence North 0

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degrees 19 minutes 24 seconds West along the west line of said half quarter section 656.30 feet; thence North 2 degrees 56 minutes 36 seconds East along the centerline of Road 75.00 feet; thence North 12 degrees 16 minutes 36 seconds East along said centerline 75.00 feet; thence North 26 degrees 31 minutes 36 seconds East along said centerline 72.50 feet; thence North 40 degrees 15 minutes 11 seconds East, along said centerline 39.65 feet; thence North 39 degrees 02 minutes 48 seconds East along said centerline 136.25 feet; thence North 27 degrees 17 minutes 48 seconds West, along said centerline 70.00 feet; thence North 7 degrees 25 minutes 48 seconds East along said centerline 200.00 feet; thence North 39 degrees 04 minutes 48 seconds East, along said centerline 200.00 feet; thence North 18 degrees 33 minutes 47 seconds East, along said centerline 467.53 feet; thence South 79 degrees 08 minutes 27 seconds East, 160.42 feet; thence South 78 degrees 07 minutes 38 seconds East, 136.03 feet; thence North 60 degrees 01 minutes 35 seconds West, 227.03 feet; thence North 77 degrees 25 minutes 22 seconds East, 210.80 feet; thence North 72 degrees 20 minutes 22 seconds East 163.37 feet; thence South 15 degrees 15 minutes 23 seconds West, 314.43 feet; thence North 88 degrees 44 minutes 48 seconds East, and parallel to the north line of the northwest quarter of said section 456.59 feet to the east line of said quarter section; thence North 0 degrees 15 minutes 11 seconds West along the east line of said quarter section 1011.11 feet to the northeast corner of said quarter section; thence North 88 degrees 43 minutes 11 seconds East along the north line of said section 2682.95 feet to the point of beginning and containing 320.724 acres more or less.

EXCEPTING AND EXCLUDING

TRACT NO. 1

A part of the West Half of the Northwest Quarter of Section 26 and a part of Section 27, both in Township 17 North, Range 2 East, Marion County, Indiana, described as follows:

Beginning at the Northwest corner of the West Half of the Northwest Quarter of Section (26) and the Northeast corner of Section (27); thence North 88 degrees 39 minutes 44 seconds East along the North line of the West Half of the Northwest Quarter of Section (26), 1321.47 feet to the Northeast corner of the West Half of the Northwest Quarter of Section (26); thence South 00 degrees 01 minute 30 seconds East, along the East line of the West Half of the Northwest Quarter of Section (26), 690.18 feet; thence South 88 degrees 39 minutes 44 seconds West, and parallel to the North line of the West Half of the Northwest Quarter of Section (26), 680.18 feet; thence North 00 degrees 01 minute 30 seconds West, and parallel to the East line of the West Half of the Northwest Quarter of Section (26), 430.00 feet; thence South 89 degrees 58 minutes 30 seconds West, 410.68 feet; thence South 01 degree 17 minutes 00 seconds East, 311.30 feet; thence South 39 degrees 04 minutes 11 seconds West, 297.45 feet; thence South 29 degrees 16 minutes 02 seconds West, 101.01 feet to the West line of the West Half of the Northwest Quarter of said Section (26); thence continuing South 29 degrees 16 minutes 02 seconds West, 158.06 feet; thence South 42 degrees 58 minutes 00 seconds West, 445.68 feet; thence South 15 degrees 43 minutes 00 seconds West, 297.22 feet; thence South 24 degrees 28 minutes 00 seconds West, 130.00 feet; thence South 40 degrees 28 minutes 37 seconds West, 264.95 feet; thence South 58 degrees 43 minutes 00 seconds West, 387.05 feet; thence South 17 degrees 43 minutes 01 second West, 89.86 feet; thence South 14 degrees 32 minutes 00 seconds East, 50.00 feet; thence South

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30 degrees 28 minutes 00 seconds West, 188.00 feet; thence South 06 degrees 38 minutes 00 seconds West, 130.00 feet; thence South 32 degrees 13 minutes 00 seconds West, 175.00 feet; thence South 51 degrees 34 minutes 47 seconds West, 231.56 feet; thence South 00 degrees 28 minutes 00 seconds West, 60.00 feet; thence North 89 degrees 32 minutes 00 seconds West, 175.00 feet; thence South 00 degrees 28 minutes 00 seconds West, 60.00 feet; thence South 69 degrees 13 minutes 00 seconds West, 170.59 feet; thence South 86 degrees 58 minutes 00 seconds West, 283.59 feet; thence South 68 degrees 28 minutes 00 seconds West, 394.80 feet; thence North 48 degrees 02 minutes 00 seconds West, 40.00 feet; thence South 82 degrees 43 minutes 00 seconds West, 120.00 feet; thence North 85 degrees 47 minutes 00 seconds West, 260.00 feet; thence North 70 degrees 02 minutes 00 seconds West, 105.00 feet; thence South 63 degrees 19 minutes 51 seconds West, 57.11 feet; thence North 68 degrees 43 minutes 47 seconds West, 190.00 feet; thence South 83 degrees 46 minutes 13 seconds West, 145.00 feet; thence South 63 degrees 46 minutes 13 seconds West, 347.49 feet; thence South 80 degrees 05 minutes 01 second West, 270.15 feet; thence North 00 degrees 10 minutes 04 seconds West, and parallel to the West line of the East Half of the Southwest Quarter of said Section (27), 50.00 feet; thence South 89 degrees 50 minutes 00 seconds West, 210.00 feet to the West line of said Half Quarter Section; thence North 00 degrees 10 minutes 04 seconds West, along the West line of said Half Quarter Section 650.00 feet to the Southwest corner of the East Half of the Northwest Quarter of said Section (27); thence North 00 degrees 10 minutes 24 seconds West along the West line of said Half Quarter Section 656.30 feet; thence North 02 degrees 56 minutes 36 seconds East, along the centerline of Noel Road 75.00 feet; thence North 12 degrees 16 minutes 36 seconds East, along said centerline 75.00 feet; thence North 28 degrees 31 minutes 36 seconds East, along said centerline 77.50 feet; thence North 40 degrees 15 minutes 11 seconds East, along said centerline 39.65 feet; thence North 39 degrees 02 minutes 48 seconds East, along said centerline 136.25 feet; thence North 24 degrees 17 minutes 48 seconds East, along said centerline 70.00 feet; thence North 07 degrees 25 minutes 48 seconds East, along said centerline 200.00 feet; thence North 36 degrees 04 minutes 48 seconds East, along said centerline 200.00 feet; thence North 18 degrees 33 minutes 48 seconds East, along said centerline 467.58 feet; thence South 79 degrees 08 minutes 27 seconds East, 160.43 feet; thence South 78 degrees 07 minutes 38 seconds East, 136.03 feet; thence North 61 degrees 01 minute 38 seconds West, 227.03 feet; thence North 77 degrees 25 minutes 22 seconds East, 210.80 feet; thence North 72 degrees 20 minutes 22 seconds East, 163.37 feet; thence South 15 degrees 15 minutes 23 seconds West, 384.43 feet; thence North 88 degrees 44 minutes 48 seconds East, and parallel to the North line of the Northwest Quarter of said Section (27) 486.49 feet to the West line of the Northeast Quarter of said Section (27); thence North 00 degrees 15 minutes 11 seconds West, along the West line of the Northeast Quarter of said Section (27), 91.18 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the North line of the Northeast Quarter of said Section (27), 785.00 feet; thence South 46 degrees 16 minutes 49 seconds East, 84.85 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the North line of the Northeast Quarter of said Section (27), 60.00 feet; thence North 43 degrees 43 minutes 11 seconds East, 64.55 feet; thence North 00 degrees 02 minutes 11 seconds East, and parallel to the North line of the Northeast Quarter of said Section (27), 531.64 feet; thence North 00 degrees 02 minutes 38 seconds West, and parallel to the East line of the Northeast Quarter of said Section (27), 160.00 feet; thence North 88 degrees 43 minutes 11 seconds East, and parallel to the North line of the Northeast Quarter of said Section (27), 500.00 feet; thence North 00 degrees 02 minutes 38 seconds West, and parallel to the East line of the Northeast Quarter of said Section (27), 760.00 feet to the North line of the Northeast Quarter of said Section (27), thence North 88 degrees 43 minutes 11 seconds East, along the North line of said Section (27), 682.95 feet to the point of beginning and containing 198.155 acres, more or less.