



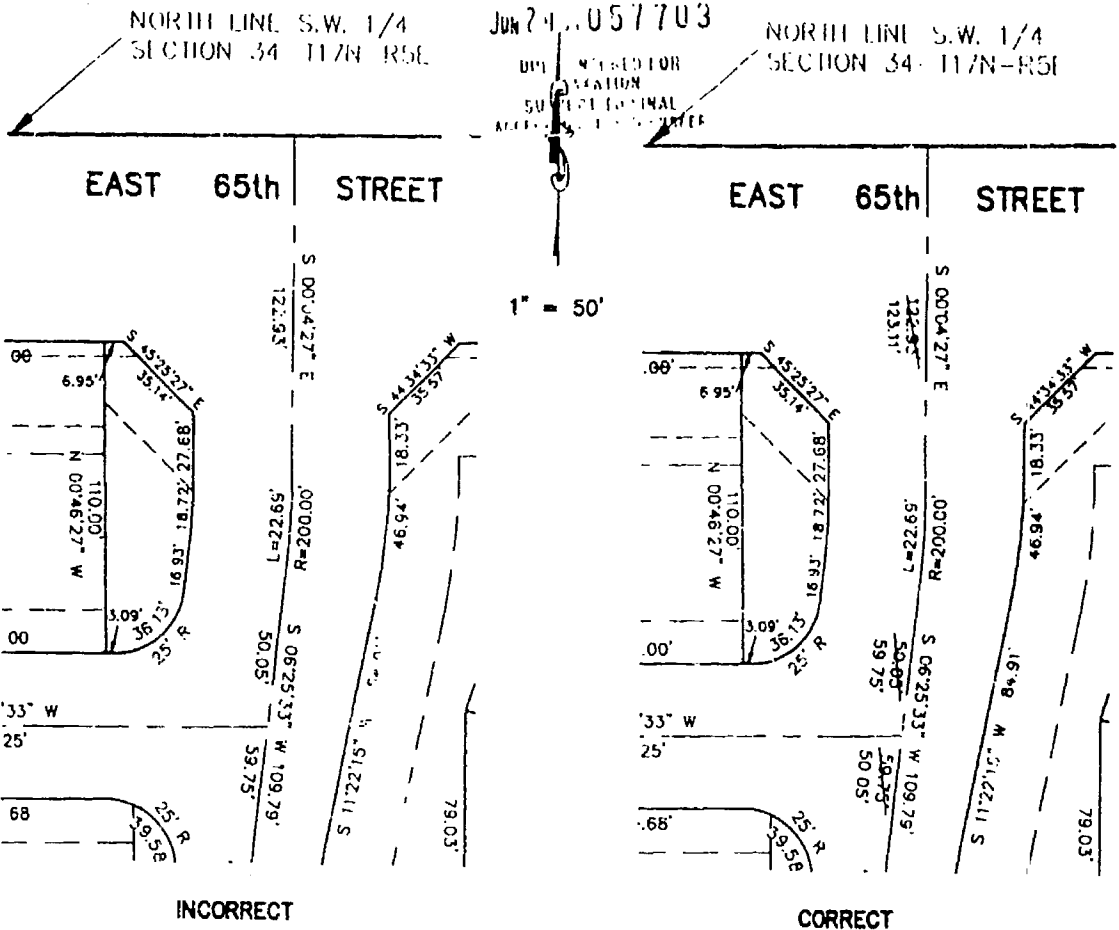
**CONSULTING ENGINEERS
LAND SURVEYORS**

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JOHN R. VON ARX
REGISTERED PROFESSIONAL
SURVEYOR

JOB # _____

CONTROL # 174110



SURVEYOR'S CORRECTION

I, the undersigned Registered Land Surveyor, certify that the plot of Oaklawn Meadows, Section One, Phase One, recorded as instrument #240070521 in the Office of the Recorder of Marion County, Indiana, contains an error. The correct information is crossed out and the correct information is shown below the incorrect information as follows:

Witness my signature this 22nd day of June, 1994.

FILED
JUN 23 1994
LAWRENCE TOWNSHIP
ASSESSOR State of Indiana)
County of Marion) SS

David J. Stoeppelwerth
David J. Stoeppelwerth
Registered Land Surveyor
No. 50474



APPROVAL OF CORRECTION
METROPOLITAN DEVELOPMENT
COMMISSION
PLAT COMMITTEE
DATE 6-24-94
David J. Stoeppelwerth
SUBVISED AUTHORITY
05597/14850C

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David J. Stoeppelwerth, Stoeppelwerth & Associates, Inc., and acknowledged the execution of this instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 22nd day of June, 1994

Maxine H. Webb
Maxine H. Webb, Notary Public



County of Residence: Hamilton
My Commission Expires: December 12, 1995

THIS INSTRUMENT PREPARED BY DAVID J. STOEPPELWERTH
JUN 24 1994 10:34:73

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

OAKLANDON MEADOWS

THIS DECLARATION is made as of 9th day of September, 1994 by Crooked Creek at Geist Development, Co., Inc., an Indiana corporation (the "Developer"), and is intended to supersede and replace the Covenants recorded in the Office of the Recorder of Marion County on November 4, 1994 and November 7, 1994, Instrument Nos. 94-0165838, 94-0165911 and 94-0165912, which Covenants shall be null and void and of no further force or effect.

Recitals

1. Developer is the owner of (or in control of) the real estate which is described in Exhibit "A" attached hereto and made a part hereof (the "Initial Real Estate").
2. Developer has subdivided the Initial Real Estate into residential lots.
3. Developer desires to subject the Initial Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Initial Real Estate for the benefit of each owner of any part thereof.
4. Developer further desires to create an organization to which shall be delegated and assigned the powers of maintaining and administering the common areas and certain other areas of the Initial Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plats of the Initial Real Estate as recorded in the office of the Recorder of Marion County, Indiana and of collecting and disbursing assessments and charges as herein provided.
5. Developer may from time to time subject additional real estate located within the tracts adjacent to the Initial Real Estate to the provisions of this Declaration (the Initial Real Estate, together with any such additions, as and when the same become subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate").

Legal Description Incomplete
At Time of Recording. Sp/EN/MS
MCR

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be acquired, held, transferred, sold, hypothecated, leased, rented, improved, used and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens, each of which shall run with the land and be binding upon, and inure to the benefit of, Developer and any other person or entity heretofore or hereafter acquiring or having any right, title or interest in or to the Real Estate or any part thereof.

ARTICLE I

DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

- 1.1 "Association" means the Oaklandon Meadows Community Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, and its successors and assigns.
- 1.2 "Architectural Review Committee" means the architectural review committee established pursuant to Article VI, paragraph 6.1, of this Declaration.
- 1.3 "Common Areas" means (i) all portions of the Real Estate

shown on any Plat as a part of the Real Estate as a Block of "Common Area" or which are otherwise not located in Lots and are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time. Common Areas may be located within a public right-of-way.

1.4 "Common Expenses" means (i) expenses of and in connection with the maintenance, repair or replacement of the Common Areas and the performance of the responsibilities and duties of the Association, including (without limitation) expenses for the improvement, maintenance or repair of the improvements, lawn, foliage and landscaping not located on a Lot (unless located on a Drainage, Utility or Sewer Easement or unless located on a Sign Landscape Easement or Landscape, Maintenance Access Easement located on a Lot to the extent the Association deems it necessary to maintain such easement), (ii) expenses of and in connection with the maintenance, repair or continuation of the drainage facilities located within and upon the Drainage, Utility or Sewer Easements, (iii) all judgments, liens and valid claims against the Association, (iv) all expenses incurred to procure liability, hazard and any other insurance with respect to the Common Areas and (v) all expenses incurred in the administration of the Association.

1.5 "Developer" means Crooked Creek at Geist Development Co., Inc., an Indiana corporation, and any successors and assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder.

1.6 "Development Period" means the period of time commencing with the date of this Declaration and ending on the date Developer or its affiliates no longer own any Residence Unit or Lot within or upon the Real Estate, but in no event shall the Development Period extend beyond the date seven (7) years after the date this Declaration is recorded.

1.7 "Landscape, Maintenance Access Easements" or "Sign Landscape Easements" mean any areas of ground so designated on a Plat of any part of the Real Estate.

1.8 "Lake Easements" means any areas of ground so designated on a Plat of any part of the Real Estate.

1.9 "Lot" means any parcel of land shown and identified as a lot on a Plat of any part of the Real Estate.

1.10 "Mortgagee" means the holder of a recorded first mortgage lien on any Lot or Residence Unit.

1.11 "Non-Access Easement" means any areas of ground so designated on a Plat of any part of the Real Estate.

1.12 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary.

1.13 "Plat" means a duly approved final plat of any part of the Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.14 "Residence Unit" means any single family home in the subdivision designed for residential occupancy.

1.15 "Utility, Drainage or Sewer Easements" means any areas of ground so designated on a Plat of any part of the Real Estate.

ARTICLE II

APPLICABILITY

All Owners, their tenants, guests, invitees and mortgagees, and any other person using or occupying a Lot or any other part of the Real Estate shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by the Association as herein provided, as the same may be amended from time to time.

The Owner of any Residence Unit (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or its affiliates or any builder or any subsequent Owner of the Residence Unit, or (ii) by the act of occupancy of the Residence Unit, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the covenants, conditions, restrictions, terms and provisions of this Declaration. By acceptance of a deed, execution of a contract or undertaking of such occupancy, each Owner covenants for himself, his heirs, personal representatives, successors and assigns, with Developer and the other Owners from time to time, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE III

PROPERTY RIGHTS

3.1 Owners' Easement of Enjoyment of Common Areas. Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas. Such easement shall run with and be appurtenant to each Residence Unit, subject to the following provisions:

(i) the right of the Association to charge reasonable admission and other fees for the use of the recreational facilities, if any, situated upon the Common Areas;

(ii) the right of the Association to fine any Owner or make a special assessment against any Residence Unit or Lot in the event a person permitted to use the Common Areas by the Owner of the Residence Unit violates any rules or regulations of the Association as long as such rules and regulations are applied on a reasonable and nondiscriminatory basis;

(iii) the right of the Association to make reasonable regular assessments for use of the Common Areas;

(iv) the right of the Association to dedicate or transfer all or any part of the Common Areas or to grant easements to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer;

(v) the right of the Association to enforce collection of any fines or regular or special assessments through the imposition of a lien pursuant to paragraph 7.7;

(vi) the rights of Developer as provided in this Declaration and in any Plat of any part of the Real Estate;

(vii) the terms and provisions of this Declaration;

(viii) the easements reserved elsewhere in this Declaration and in any Plat of any part of the Real Estate; and

(ix) the right of the Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good.

3.2 Permissive Use. Any Owner may permit his or her family members, guests, tenants or contract purchasers who reside in the

Residence Unit to use his or her right of use and enjoyment of the Common Areas. Such permissive use shall be subject to the By-Laws of the Association and any reasonable nondiscriminatory rules and regulations promulgated by the Association from time to time.

3.3 Conveyance of Common Areas. At any time, Developer may convey all of its right, title and interest in and to any of the Common Areas to the Association by warranty deed, and such Common Areas so conveyed shall then be the property of the Association.

ARTICLE IV

USE RESTRICTIONS

4.1 Lakes. There shall be no swimming, skating, boating or fishing in or on any lake, pond, creek or stream on the Real Estate. The Association shall promulgate rules and regulations with respect to the permitted uses, if any, of the lakes or other bodies of water on the Real Estate.

4.2 Initial Sale of Units. All initial sales of Residence Units by the Developer or any builder or any affiliate of Developer or any builder shall be to owner-occupants; provided, however, this provision shall not apply to a mortgagee or its successor who acquires the development or a portion thereof through foreclosure or sale in lieu thereof. If any owner-occupant desires to lease his unit, such rental shall be pursuant to a written lease with a minimum term of one year and such lease shall expressly provide that the leasee shall be subject to all rules and regulations of the Association.

4.3 Use of Common Areas. The Common Areas shall not be used for commercial purposes.

4.4 Lot Access. All Lots shall be accessed from the interior streets of the subdivision. No direct access is permitted to any Lot from Pendleton Pike or East 65th Street or via any Non-Access Easement.

4.5 Other Use Restrictions Contained in Plat Covenants and Restrictions. The Plat Covenants and Restrictions relating to the Real Estate contain additional restrictions on the use of the Lots in the Subdivision, including without limitation prohibitions against commercial use, detached accessory buildings and nuisances; restrictions relating to the use of Landscape, Maintenance Access Easements, Sign Landscape Easements, Lake Easements, Non-Access Easements and Utility, Drainage and Sewer Easements; and restrictions relating to temporary structures, vehicle parking, signs, mailboxes, garbage and refuse disposal, storage tanks, water supply and sewage systems, ditches and swales, driveways, antenna and satellite dishes, awnings, fencing, swimming pools, solar panels and outside lighting. Such prohibitions and restrictions contained in the Plat Covenants and Restrictions are hereby incorporated by reference as though fully set forth herein.

ARTICLE V

ASSOCIATION

5.1 Membership. Each Owner, automatically upon becoming an Owner, shall be and become a member of the Association and shall remain a member of the Association so long as he or she owns the Lot.

5.2 Classes of Membership and Vote. The Association shall have two (2) classes of membership, as follows:

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then be a Class A member).

Each Class A member shall be entitled to one (1) vote.

(ii) Class B Member. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot owned by Developer. The Class B membership shall cease and terminate and be converted to Class A membership upon the "Applicable Date" (as such term is hereinafter defined in paragraph 5.3).

5.3 Applicable Date. As used herein, the term "Applicable Date" shall mean the earlier of (i) date when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership, and (ii) the expiration of the Development Period.

5.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a Lot, all such persons or entities shall be members of the Association, but the single vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves. In no event shall more than one person exercise a Lot's vote under paragraph 5.2. No Lot's vote may be split.

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

5.6 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and 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 penalty, on written notice of ninety (90) days or less.

5.7 Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to:

(i) Maintenance of the Common Areas including any and all improvements thereon in good repair as the Association deems necessary or appropriate.

(ii) Installation and replacement of any and all improvements, signs, lawn, foliage, landscaping, etc. in and upon the Common Areas or Lake Easements or Sign Landscape Easements or Landscape, Maintenance Access Easements as the Association deems necessary or appropriate.

(iii) Maintenance, repair and replacement of any private street signs.

(iv) Replacement of the drainage system in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of the Owner, including any builder, of a Lot subject to a Drainage Easement to keep the portion of the drainage system and Drainage Easement on his Lot free from obstructions so that the surface storm water drainage will be unimpeded.

(v) Maintenance of lake water levels so as not to create stagnant or polluted waters affecting the health and welfare of the community through recirculation of accumulated water or chemical treatment.

(vi) Procuring and maintaining for the benefit of the Association, its officers and Board of Directors and the Owners,

the insurance coverage required under this Declaration and such other insurance as the Board of Directors deems necessary or advisable.

(vii) Payment of taxes, if any, assessed against and payable with respect to the Common Areas.

(viii) Assessment and collection from the Owners of the Common Expenses.

(ix) Contracting for such services as management, snow removal, Common Area maintenance, security control, trash removal or other services as the Association deems necessary or advisable.

(x) Enforcing the rules and regulations of the Association and the requirements of this Declaration and the zoning covenants and commitments.

5.8 Powers of the Association. The Association may adopt, amend, or rescind reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas and the management and administration of the Association as the Association deems necessary or advisable. The rules and regulations promulgated by the Association may provide for reasonable interest and late charges on past due installments of any regular or special assessments or other charges against any Residence Unit or Lot. The Association shall furnish or make copies available of its rules and regulations to the Owners prior to the time when the rules and regulations become effective.

5.9 Compensation. No director or officer of the Association shall receive compensation for his or her services as such director or officer except to the extent expressly authorized by a majority vote of the Owners present at a duly constituted meeting of the Association members.

5.10 Non-Liability of Directors and Officers. The directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as directors or officers of the Association, except for their own individual willful misconduct or gross negligence. It is intended that the directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

5.11 Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns, affiliates and legal representatives (collectively, the "Indemnitee") made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorneys fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or for any judgment rendered in any action, suit or proceeding, unless it shall be adjudged in such action, suit or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements of

advice made by or prepared by any managing agent of the Association or any other director or officer of the Association, or any accountant, attorney or other person or firm employed or retained by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend a meeting or meetings of the Board of Directors of the Association or any committee thereof. The costs and expenses incurred by any Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this paragraph 5.11.

5.12 Bond. The Board of Directors of the Association may provide surety bonds and may require the managing agent of the Association (if any), the treasurer of the Association and such other officers as the Board of Directors deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication and other acts of theft, fraud or dishonesty in such sums and with such sureties as may be approved by the Board of Directors, and any such bond may specifically include protection for any insurance proceeds received for any reason by the Board of Directors. The expense of any such bonds shall be a Common Expense.

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

6.1 Creation. There shall be, and hereby are, created and established an Architectural Review Committee to perform the functions provided for herein. At all times during the Development Period, the Architectural Review Committee shall consist of two (2) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the end of the Development Period (or sooner, if Developer shall so designate), the Architectural Review Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association. The Board of Directors may at any time after the end of the Development Period remove any member of any Architectural Review Committee at any time upon a majority vote of the members of the Board of Directors.

6.2 Purposes and Powers of Architectural Review Committee. The Architectural Review Committee shall review and approve the design, appearance and location of all residences, buildings, structures or any other improvements placed by any person, including any builder, on any Lot and the installation and removal of any living trees, bushes, shrubbery and other landscaping on any Lot in such a manner as to preserve and enhance the value and desirability of the Real Estate and to preserve the harmonious relationship among structures and the natural vegetation and topography.

(i) In General. No residence, building, structure antenna, walkway, fence, deck, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or altered on any Lot and no change shall be made in the exterior color of any Residence Unit or accessory building located on any Lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form

prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Review Committee may reasonably require. Unless otherwise specified by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. It is contemplated that the Architectural Review Committee will review and grant general approval of the floorplans and exterior styles of the homes expected to be offered and sold in Oaklandon Meadows by the builder(s) and that such review and approval will occur prior to the builder(s) selling any homes in the community. Unless otherwise directed in writing by the Architectural Review Committee, once a builder has received written approval of a particular floorplan and exterior style, it shall not be necessary to reapply to such Architectural Review Committee in order for such builder to build the same floorplan and exterior style on other Lots.

(ii) Power of Disapproval. The Architectural Review Committee may refuse to approve any application made to it as required under paragraph 6.2 (i) above (a "Requested Change") when:

(a) The plans, specifications, drawings or other materials submitted are inadequate or incomplete, or show the Requested Change to be in violation of any restrictions in this Declaration or in a Plat of any part of the Real Estate;

(b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with the adjacent buildings or structures; or

(c) The Requested Change, or any part thereof, in the opinion of the Architectural Review Committee, would not preserve or enhance the value and desirability of the Real Estate or would otherwise be contrary to the interests, welfare or rights of the Developer or any other Owner.

If the Architectural Review Committee does not approve a Requested Change within thirty (30) days after all required information on the Requested Change shall have been submitted to it, then such Requested Change shall be deemed approved.

(iii) Rules and Regulations. The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Review Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in this Declaration or a Plat of any part of the Real Estate, as long as the same are not inconsistent with this Declaration or such Plat(s).

6.3 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association nor any agent of any of the foregoing, 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 or for any decision made by it unless made in

bad faith or by willful misconduct.

6.4 Inspection. The Architectural Review Committee or its representative may, but shall not be required to, inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI and may require any work not consistent with the approved Requested Change, or not approved, to be stopped and removed.

ARTICLE VI

ASSESSMENTS

7.1 Purpose of Assessments. The purpose of Regular and Special Assessments (as defined in Paragraph 7.7) is to provide funds for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, Sign Landscape Easements, Landscape, Maintenance Access Easements, Drainage, Utility or Sewer Easements or Lake Easements and the drainage system, (iii) for the performance of the responsibilities and duties and satisfaction of the obligations of the Association and (iv) for such other purposes as are reasonably necessary or specifically provided herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain. The Regular and Special Assessments levied by the Association shall be uniform for all Lots and Residence Units within the subdivision.

7.2 Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix from time to time the Regular Assessment against each Residence Unit at any amount not in excess of the Maximum Regular Assessment as follows:

(i) Until December 31, 1995, the Maximum Regular Assessment on any Residence Unit for any calendar year shall not exceed One Hundred Twenty Dollars (\$120.00).

(ii) From and after the date referred to in subparagraph (i) above, the Maximum Regular Assessment on any Residence Unit for any calendar year may be increased by not more than five percent (5%) above the Regular Assessment for the previous calendar year without a vote of the members of the Association as provided in the following subparagraph (iii).

(iii) From and after the date referred to in subparagraph (i) above, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.

(iv) Each Residence Unit shall be assessed an equal amount for any Regular Assessment, excepting any proration for ownership during only a portion of the assessment period.

7.3 Special Assessments. In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association

may from time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose.

7.4 No Assessment against Developer During the Development Period. Neither the Developer nor any related entity shall be assessed any portion of any Regular or Special Assessment during the Development Period.

7.5 Date of Commencement of Regular or Special Assessments; Due Dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Residence Unit on the first day of the first calendar month following the first conveyance of the related Lot to an Owner, provided that in the case of the conveyance by Developer of a Lot to any builder, such commencement shall occur on the first day of the sixth calendar month following the first conveyance of the Lot to the builder.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest (not in excess of six percent (6%) per annum) and late charges on past due installments of assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specific Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

7.6 Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Residence Unit or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in paragraph 7.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors of the Association may in its discretion declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Residence Unit or Lot, costs and expenses of such action incurred (including but not limited to attorneys reasonable fees) and interest from the date such assessments were due until paid.

(ii) Notwithstanding anything contained in this paragraph 7.6 or elsewhere in this Declaration, any sale or transfer of a Residence Unit or Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessment (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Residence Unit, or the purchaser thereof, at such foreclosure sale, or the grantee in the event of conveyance in lieu thereof, from liability for any assessments (or periodic installments of such assessments, if applicable) thereafter becoming due or from the lien therefor.

7.7 Creation of Lien and Personal Obligation. Each Owner (other than the Developer during the Development Period) of a Residence Unit or Lot by acceptance for itself and related entities 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 for his obligation for (i) regular assessments for Common Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as herein provided. All such assessments, together with interest, costs of collection and attorney's reasonable fees, shall be a continuing lien upon the Residence Unit or Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Residence Unit or Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Residence Unit at the time such assessment became due and payable. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Residence Unit) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Residence Unit, shall furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Residence Unit or Lot. Such statement shall be binding upon the Association as of the date of such statement.

ARTICLE VIII

INSURANCE

8.1 Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full insurable replacement cost of any improvements owned by the Association. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage". The Association shall also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance policy shall name the Association as the insured. The insurance policy or policies shall, if possible, contain provisions that the insurer (i) waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors and all Owners and their respective agents and guests and (ii) waives any defense to payment based on invalidity arising from the acts of

the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

8.2 Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars (\$1,000,000) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and shall inure to the benefit of the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Real Estate and the Developer.

8.3 Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workers compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate but not limited to officers' and directors' liability insurance.

8.4 Miscellaneous. The premiums for the insurance described above shall be paid by the Association as part of the Common Expenses.

ARTICLE IX

MAINTENANCE

9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any Drainage, Utility or Sewer Easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner reasonably satisfactory to the Association, the Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a Special Assessment against such Lot and the owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. 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.

9.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association is required to maintain hereunder, the Association shall repair or replace the same from the insurance to the extent of the availability of such insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas if, due to the willful, intentional or negligent acts or

omissions of any Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner, and its Residence Unit and Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE X

MORTGAGES

10.1 Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults, if any, of the Owner of a Residence Unit or Lot in the performance of the Owner's obligations under this Declaration or any other applicable documents.

10.2 Notice to Association. Any Mortgagee who holds a first mortgage lien on a Lot or Residence Unit may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of the Mortgagee. A record of the Mortgagee and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to the Mortgagee at the address shown in such record in the time provided. Unless notification of a Mortgage and the name and address of the Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.3 Mortgagees' Rights Upon Default by Association. If the Association fails (i) to pay taxes or the charges that are in default and that have or may become charges against the Common Areas, or (ii) to pay on a timely basis any premium on hazard insurance policies on Common Areas or to secure hazard insurance coverage for the Common Areas upon lapse of a policy, then the Mortgagee on any Lot or Residence Unit may make the payment on behalf of the Association.

ARTICLE XI

AMENDMENTS

11.1 By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the members of the Association at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners

having in the aggregate at least a majority of votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the vote required by paragraph 11.1 (iv) at a meeting of the members of the Association duly called and held in accordance with the provisions of the By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than ninety percent (90%) in the aggregate of all Owners if the proposed amendment is considered and voted on on or before twenty (20) years from the date hereof, and not less than seventy-five percent (75%) if the proposed amendment is considered and voted on after twenty (20) years from the date hereof. In any case, provided, however, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity related to Developer owns any Lot or Residence unit within and upon the Real Estate. In the event any Residence Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.2. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

(v) Mortgagees' Vote on Special Amendments. No amendments to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 601.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide, or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, or which would be deemed to require the first mortgagee's consent under the Freddie Mac Sallers' and Servicers' Guide, Vol. 1, Section 2103(d) without the written approval of at least sixty-seven percent (67%) of the Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.2.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if the Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee) or if the Mortgagee does not send its written objection to the proposed amendment prior to such meeting. In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagee of the time limitation contained in this sentence.

11.2 By the Developer. Developer hereby reserves the right, so long as Developer or any entity related to Developer owns any Lot or Residence Unit within and upon the Real Estate, to make any amendments to this Declaration, without the approval of any other person or entity, for any of the following purposes: to bring Developer or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any

public agency having jurisdiction thereof; to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto.

11.3 Recording. Each amendment to this Declaration shall be executed by Developer only in any case where Developer has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President and Secretary of the Association; provided that any amendment requiring the consent of Developer shall contain Developer's signed consent. All amendments shall be recorded in the office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE XII

MISCELLANEOUS

12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, or zoning covenants shall be grounds for an action by Developer, the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Developer, any Owner nor the Association shall be liable for damages of any kind to any person for failing to enforce any such covenants, conditions or restrictions.

12.2 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party, including without limitation the Developer, to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Real Estate shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to it upon the occurrence, recurrence or continuance of such violation or violations.

12.3 Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate or any part thereof, and on all persons claiming under them, until December 31, 2014, and thereafter shall continue automatically until terminated or modified by vote in the majority of all Owners at any time thereafter; provided, however, that no termination of this Declaration shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

12.4 Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

12.5 Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. 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.

12.6 Applicable Law. This Declaration shall be governed by the laws of the State of Indiana.

12.7 Annexation. Additional land adjacent to the Initial Real Estate may be annexed by Developer to the Initial Real Estate (and from and after such annexation shall be deemed part of the Real Estate for all purposes of this Declaration) by execution and recordation in the office of the Recorder of Marion County, Indiana, of a supplemental declaration by Developer; and such action shall require no approvals or action of the Owners.

XIII

DEVELOPER'S RIGHTS

13.1 Access Rights. Developer hereby declares, creates and reserves an access license over and across all of the Real Estate (subject to the limitations hereinafter provided in this paragraph 13.1) for the use of Developer and its representatives, agents, designees, contractors and affiliates during the Development Period. Notwithstanding the foregoing, the area of the access license created by this paragraph 13.1 shall be limited to that part of the Real Estate which is not in, on, under, over, across or through a building or other improvement or the foundation of a building or other improvement properly located on the Real Estate. The parties for whose benefit this access license is herein created and reserved shall exercise such access easement rights only to the extent reasonably necessary and appropriate.

13.2 Signs. Developer and its designees shall have the right to use signs of any size during the Development Period and shall not be subject to the Plat limitations with respect to signs during the Development Period. The Developer and its designees shall also have the right to construct or change any building, improvement or landscaping on the Real Estate without obtaining the approval of the Architectural Review Committee at any time during the Development Period.

13.3 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or a Plat of any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, Developer, any entity related to Developer and any other person or entity with the consent of Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer, the Association or such person or entity as, in the sole opinion of Developer, may be reasonably required or convenient or incidental to the development of the Real Estate and the sale of Lots and the construction of residences thereon. Such facilities may include, without limitation, storage areas or tanks, parking areas, signs, model residences, construction offices and sales offices or trailers.

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

By: CROOKED CREEK AT GEIST DEVELOPMENT CO., INC.

By: Richard E. Jones, President
Richard E. Jones
President

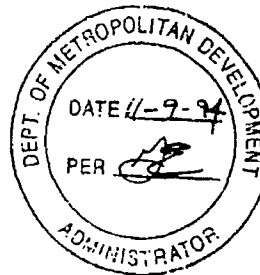
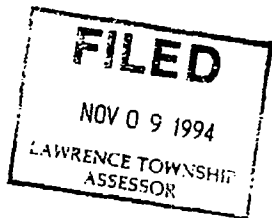
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for the State of Indiana, personally appeared Richard E. Jones, President of Crooked Creek at Geist Development Co., Inc., an Indiana corporation, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Oaklandon Meadows.

WITNESS my hand and Notarial Seal this 5th day of November, 1994.

Patricia S. Broun
Notary Public
Patricia S. Broun
Printed

My Commission Expires: 2/4/97
County of Residence: marion



This Instrument prepared by C. Richard Davis, Esq., 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240.

CONSENT

Davis Homes, L.P., an Indiana limited partnership, hereby consents to the recordation of the attached Declaration of Covenants, Conditions and Restrictions of Oaklandon Meadows, dated as of September 9th, 1994, and agrees that any lots now or hereafter owned by Davis Homes, L.P. shall be encumbered by the covenants, conditions, restrictions, terms and provisions set forth in such Declaration, as the same may be amended from time to time.

In WITNESS WHEREOF, this Consent has been executed by Davis Homes, L.P. as of the date set forth below.

DAVIS HOMES, L.P.

Dated: November 8, 1994

By: Davis Building, Inc.,
general partner

By: William B. Blake
William B. Blake
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for the State of Indiana, personally appeared William B. Blake, President of Davis Building, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Consent.

WITNESS my hand and Notarial Seal this 8 day of November, 1994.

Deborah Kay White
Notary Public

Deborah Kay White
Printed

My Commission Expires: 12-19-95

County of Residence: Marion

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at the Northeast corner of said Quarter Section; thence South 00 degrees 04 minutes 28 seconds East (assumed bearing) along the East line thereof 816.03 feet; thence South 89 degrees 55 minutes 33 seconds West 111.00 feet; thence South 00 degrees 04 minutes 27 seconds East parallel with the aforesaid East line 44.00 feet; thence South 89 degrees 55 minutes 33 seconds West 50.00 feet; thence North 00 degrees 04 minutes 27 seconds West 9.51 feet; thence South 89 degrees 09 minutes 02 seconds West 85.01 feet; thence North 00 degrees 04 minutes 27 seconds West 100.20 feet to a point on a curve concave northeasterly, the radius point of said curve being North 13 degrees 08 minutes 20 seconds East 175.00 feet from said point; thence westerly, northwesterly and northerly along said curve 234.53 feet to the point of tangency of said curve, the radius point of said curve being North 89 degrees 55 minutes 33 seconds East 175.00 feet from said point; thence North 00 degrees 04 minutes 27 seconds West 41.41 feet; thence South 89 degrees 13 minutes 33 seconds West 76.29 feet; thence North 28 degrees 47 minutes 31 seconds West 80.49 feet; thence North 25 degrees 14 minutes 33 seconds West 50.01 feet; thence North 26 degrees 20 minutes 57 seconds West 113.24 feet; thence North 89 degrees 13 minutes 33 seconds East 24.93 feet; thence North 00 degrees 44 minutes 27 seconds West 245.00 feet; thence South 89 degrees 13 minutes 33 seconds West 199.87 feet; thence North 23 degrees 24 minutes 52 seconds East 76.74 feet to a point on the North line of the aforesaid Quarter Section; thence North 89 degrees 13 minutes 33 seconds East along said North line 712.25 feet to the place of beginning, containing 9.017 acres, more or less subject to all legal highways, rights-of-way, easements and restrictions of record.

(4)

LAKE COVENANTS
AND
RESTRICTIONS
OAKLANDON MEADOWS - ALL SECTIONS


657
94-0190567

Upon the development of the proposed lakes, as shown in the plat of Oaklandon Meadows - All Sections, the following covenants and conditions in the use, enjoyment and maintenance thereof shall apply:

1. The Lake Area, comprising approximately 2.0 acres, more or less, shall be owned and controlled as tenants in common (each with an undivided interest) by the Owners of all lots contiguous to the Lake Area, as shown on the plat of Oaklandon Meadows - All Sections - shall be identified as lots contiguous to the Lake Area in Oaklandon Meadows - All Sections.
2. The owners of said lots referred to above in All Sections of Oaklandon Meadows, together with their guests, shall have the exclusive rights to enjoyment afforded by said lakes. To this end, there is depicted upon said plats mutual lake easements for lake access and rights of use, which easement shall also constitute a maintenance easement for any repair, water treatment, or other service needed to assure continuous and adequate maintenance of services of said lake and for landscaping and landscaping maintenance purposes.
3. Until such time as 50% of the lots are sold adjacent to each lake, with home improvements substantially completed thereon, it shall be the Declarant's responsibility, its successors and assigns, for the maintenance, repair and upkeep of said lake. To this end, each Declarant shall distribute to each lot Owner reasonable rules and regulations concerning use of the lake, which each Owner hereby agrees to comply with.
4. Upon conveyance of the next improved lot adjacent to each lake, the co-owners shall form an association in which each lot Owner shall have one (1) vote for all matters affecting the lake including the selection of a Board of Managers which shall consist of not less than three (3) nor more than five (5) each calendar year. The voting members shall elect, by a majority vote of those members present, the Board of Managers for the ensuing year to a term commencing April 1st, and expiring March 31st, of the following year.
5. The Board of Managers shall thereafter be responsible for establishing rules and regulations pertaining to the lake, as well as establishing an annual budget to assure adequate maintenance, upkeep and repair of the lake property, including the easement upkeep and repair of the lake property, including the easement adjacent thereto. Such budget shall be established annually on or before May 1st of each year for the ensuing twelve (12) month period.
6. Assessments, as determined by the Board of Managers in their sole and absolute discretion, shall be paid by each voting member within thirty (30) days from the date of billing thereof and there shall be assessed a late charge of 1.5% per month on all delinquent payments.
7. Assessments for maintenance shall be a lien upon the properties subordinate only to the lien of a first mortgage holder, which lien can be enforced by the Board of Managers or any

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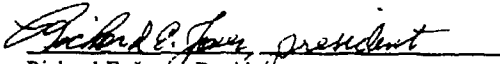
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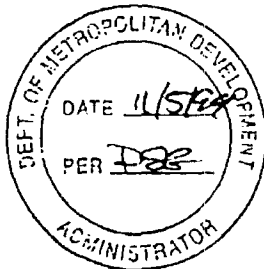
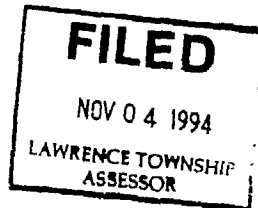


individual property Owner subject to these Lake Covenants. By acceptance of deed of title to the lots subject to these Covenants and Restrictions, the grantee consents to the lien of assessment and its enforcement provisions, together with the costs of collection, including reasonable attorneys' fees.

8. In the event of a dispute arising from the maintenance, repair, and upkeep of the lake, any voting member may request a meeting of the Owners of the lots contiguous to the Lake Area, upon giving notice to all of said Owners, in writing, designating a time and place no less than seven (7) days from the date of the notice, which time shall be resolved by a majority vote of the Owners then present and such decision shall be binding on all Owners.
9. The Board of Managers shall not be held personally liable in the discharge of their official duties except for willful and wanton misconduct, and there may be included in the maintenance budget a sufficient sum to provide insurance from liability in favor of the Board of Managers as well as public liability and property damage insurance covering all voting members for liabilities incurred by reason of lake ownership.
10. No voting member or third party shall do or permit to be done any action or activity which could result in the pollution of the lake, diversion of water, change in evaluation of the lake level, earth disturbance resulting in silting or any other conduct which could result in an adverse affect upon water quality, drainage, or proper lake management.
11. The Board of Mangers, on behalf of the property Owners or any property Owner subject to these Lake Covenants, and the Department of Public Works of the City of Indianapolis, Indiana, shall have the authority to institute an action for injunction to abate such activity or seek mandatory relief for the correction of any damage caused to the lake or interference with the drainage system, together with any damages incurred, and upon recovery of judgement shall be entitled to costs of the action together with reasonable attorneys' fees.
12. No use of the lake by the Owners of said lots shall impair or interfere with the use of the lake for drainage and related purposes for the benefit of Oaklandon Meadows - All Sections, and any such recreational or related uses shall be subordinate to the primary function of the lake for drainage purposes.

Executed this 2nd day of November, 1994.


Richard E. Jones, President
Crooked Creek at Geist Development Co., Inc.



State of Indiana)
)SS:
County of Marion)

Before me the undersigned Notary Public, in and for said County and State, personally appeared Richard Jones, President, Crooked Creek at Geist Development Company, Inc., and acknowledged the execution of the foregoing instrument as his voluntary act and deed for said company, for the purpose therein expressed.

Witness by Hand and Notarial Seal this 2nd day of November, 1994.

Maxine H. Webb
Notary Public



MAXINE H. WEBB
Printed

My Commission Expires: 12/12/95

County of Residence: Hamilton

JOHN P. VON ARX
MARION COUNTY CLERK
NOTARY
Nov 4 9 47 29 97
DIRECT TO FINAL
ACCEPTANCE TRANSFER

LEGAL DESCRIPTION

Part of the North Half of Section 34, Township 17 North, Range 5 East, in Marion County, Indiana described as follows: Beginning at a point on the South line of said half section being South 90 degrees 00 minutes 00 seconds West (assumed bearing) 2576.55 feet from the southeast corner thereof; thence South 90 degrees 00 minutes 00 seconds West along said South line 97.73 feet to the Southeast corner of the Northwest Quarter of said Section 34; thence North 89 degrees 55 minutes 32 seconds West along the South line of said Northwest Quarter section 491.47 feet; thence North 33 degrees 54 minutes 54 seconds West along an existing fence line and fence line extended 712.72 feet to a point on the centerline of State Road 67; thence North 24 degrees 18 minutes 15 seconds East along said centerline 501.32 feet to the point of curvature of a curve to the right having a radius of 1637.02 feet, the radius point of which bears South 65 degrees 41 minutes 45 seconds East from said point of curvature; thence Northeasterly along said curve and centerline 553.22 feet; thence South 32 degrees 26 minutes 04 seconds East along a fence line extended and fence line 278.91 feet to a fence corner; thence North 55 degrees 42 minutes 52 seconds East along a fence line 445.06 feet to a fence corner; thence South 33 degrees 26 minutes 38 seconds East 303.93 feet to an iron pin; thence South 00 degrees 00 minutes 00 seconds West 101.91 feet to an iron pin; thence South 90 degrees 00 minutes 00 seconds West 236.75 feet to another iron pin; thence South 00 degrees 00 minutes 00 seconds West 920.00 feet to the point of beginning and containing 29.16 acres, more or less. Subject to rights-of-way for 65th Street and State Road 67 and all other legal easements and rights-of-way of record.

ALSO,

Part of the Southwest Quarter of Section 34, Township 17 North, Range 5 East of the Second Principal Meridian in Marion County, Indiana being described as follows:

Beginning at the Northeast corner of said Southwest Quarter; thence on an assumed bearing of South 00 degrees 04 minutes 28 seconds East along the East line thereof a distance of 1313.37 feet to the Southeast corner of the Northeast Quarter of said Southwest Quarter; thence South 89 degrees 09 minutes 02 seconds West along the South line of said Quarter-Quarter section a distance of 1334.27 feet to the Southwest corner thereof; thence North 00 degrees 02 minutes 13 seconds West along the West line of said Quarter-Quarter section a distance of 94.63 feet; thence North 42 degrees 32 minutes 58 seconds West a distance of 366.02 feet to a point on the Southeasterly right-of-way line of State Road 67, said point being on a curve having a radius of 1959.86 feet, the radius point of which bears North 53 degrees 03 minutes 51 seconds West from said point; thence the following three courses along said right-of-way line, Northeasterly along said curve on arc distance of 462.52 feet to the point of tangency thereof, the radius point bearing North 66 degrees 35 minutes 08 seconds West from said point; thence North 23 degrees 24 minutes 52 seconds East a distance of 552.34 feet; thence North 51 degrees 39 minutes 32 seconds East a distance of 53.89 feet; thence North 00 degrees 46 minutes 27 seconds West perpendicular to the North line of said Southwest Quarter a distance of 15.00 feet to said North line; thence North 89 degrees 13 minutes 33 seconds East along said North line a distance of 1086.60 feet to the Point of Beginning. Containing 40.759 acre, more or less.

EXHIBIT "A"

metess17480

OAKLANDON MEADOWS
COVENANTS - ALL SECTIONS

The undersigned Owners of record of the foregoing real estate located in Marion County, State of Indiana, hereby plat and subdivide the same in accordance with the plat and certificate.

This Subdivision shall be known and designed as Oaklandon Meadows - All Sections a residential subdivision in Marion County. The Plat for Section One Phase I Replat was recorded as Instrument No. 94-0140657.

The streets and rights-of-way contained herein and labeled as public rights-of-way, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked utility easements shown on this Plat which are hereby reserved for public utilities not including transportation companies for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires and other equipment used in the provision of utility service to the owners of lots within the subdivision. Purchasers of lots in this subdivision shall take title subject to the utility easements hereby created and subject at all times to the rights of proper authorities to service the utility facilities and the easements hereby created and no permanent structure of any kind and no part hereof, except fences, shall be built, erected or maintained on said utility easements.

There are strips of ground marked drainage easements shown on this Plat which are hereby reserved to the City of Lawrence and the Indianapolis Department of Public Works for the installation and maintenance of swales, ditches, pipes, drains, manholes, detention and retention areas or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created and no permanent structure of any kind and no part thereof except fences which do not retard or impede the flow of drainage water, shall be built, erected or maintained on said drainage easements. It shall be the responsibility of the owners of the areas enclosed within the drainage easements to maintain such areas in such conditions that the flow of storm drainage waters on, across and from said areas shall not be impeded, diverted or accelerated. Such use for storm water movement or retention or detention is hereby declared to be an easement and servitude upon said land for the benefit of the owners of other land included within the Plat, upstream or downstream, affected by such use and for any proper agency or department of the City of Lawrence and the Indianapolis Department of Public Works. The City of Lawrence and the Indianapolis Department of Public Works are hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect that easement and servitude rights.

It shall be the responsibility of the owner of any lot or parcel of land within the Plat to comply at all times with the provisions of the drainage plan as approved for this Plat by the Department of Public Works of the City of Indianapolis and the requirements of all drainage permits for the Plat issued by those agencies. Failure to so comply, including failure to comply with the Department of Public Works and Federal Housing Administration lot grading regulations and recommendations or construction of any building area including basements or lower levels of multi-level homes, below the minimum pad elevations shown on the Drainage Plan, shall operate

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as a waiver and release of the developer, his engineer and agents from all liability as to damage caused by storm waters or storm drainage.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to Owners of other land contained within the Plat, upstream and downstream. It shall be the responsibility of the Owners of these natural valleys and channels to use their land and maintain said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from, and to such areas shall not be impeded, diverted or accelerated.

The lots of this subdivision and the use of the lots in this subdivision by present and future Owners or occupants shall run with the land:

1. Front building lines are hereby established as shown on the foregoing Plat between which lines and the right-of-way lines there shall be erected, placed, or altered no structure or part thereof except that fences in keeping with the architectural style as specifically approved by the Architectural Review Committee will be permitted, except that in no case will such fences be permitted on the public right-of-way. The building lines, which are from the public right-of-way lines, are parallel to and 15 feet, measured perpendicularly from these public right-of-way lines unless otherwise dimensioned.
2. Lots may be used only for residential purposes and only for one single-family dwelling. A private garage, and other such outbuildings as are usual and incidental to the use of a residential lot may be constructed thereon.
3. All lots in this subdivision shall be designated as residential lots, and no home shall exceed two and one-half (2½) stories, or thirty-five (35) feet in height.
4. Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of twelve hundred (1200) square feet. In the case of a structure of more than one story, at least eight hundred (800) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.
5. Each single-family residence constructed upon any lot within this subdivision shall include at a minimum an attached two car garage. The means of ingress and egress to said attached garage shall be over a hard surface driveway constructed of concrete.
6. Every residence constructed upon any lot within this subdivision shall have a minimum of twenty percent (20%) as masonry construction. This twenty percent (20%), on the front only, requirement shall be exclusive of any planters or like separate structures.
7. No structure of temporary character, tent, shack, basement, garage, barn or other out-building shall be erected, placed, or altered upon any lot for use as a residence either temporarily or permanently, or at any time be used for such purpose.
8. The repair or storage of inoperative motor vehicles or material alteration of motor vehicles shall not be permitted on any lot unless entirely within a garage permitted to be constructed

by these Covenants, Conditions and Restrictions.

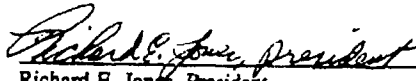
9. Owners of undeveloped or unoccupied lots shall, at all times, keep and maintain such lots in an orderly manner causing weeds or other growths to be reasonably cut and prevent the accumulation of rubbish and debris thereon.
10. No noxious or offensive activities shall be carried on or be permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance. Any structure or building permitted to be constructed on any lot by these Covenants, which may be all or in part destroyed by fire, wind, storm, or any other reason, shall be rebuilt or restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.
11. Any tank for the storage of fuel erected, placed or altered on any lot outside of any structure or building permitted by these Covenants shall be concealed or otherwise located below the surface of the ground.
12. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except dogs, cats, or other animals generally and customarily recognized as household pets, provided they are not kept, bred or maintained for any commercial purpose.
13. No use shall be made of any lot in this subdivision except as permitted by the regulations of the Dwelling Districts Zoning Ordinance of Marion County, as amended for the zoning classification under which this project is developed.
14. Every building, or part thereof, shall be so located as to provide a side yard on each side of every building in accordance with the Marion County Zoning Ordinance of 1966, as amended for the D-4, D-5, and D-5II zoning classification, except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or drainage easement which serves lots beyond the lots owned by the common Owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same Owner or Owners, and the drainage easements or utility easements which may separate those lots are not used to provide drainage utility services to any area beyond the lots commonly owned, then those easements on the boundary line between the two lots shall be extinguished for so long as the lots are owned by the same Owner or Owners. Notwithstanding the regulations of the D-4, D-5, and D-5II Zoning Ordinance, the minimum rear yards for any lot within this subdivision shall be twenty (20) feet, and the minimum side yard for each lot or combined lots under the circumstances described above shall be not less than six (6) feet, and the aggregate of both yards shall not be less than sixteen (16) feet. In addition, the open space which is comprised of the total horizontal area of all uncovered open spaces plus one-half (1/2) of the total horizontal area of all covered open space shall comprise at least seventy percent (70%) of the total lot area.
15. No boat, trailer or camper of any kind shall be kept or parked upon said lot except within the garage or other approved structure.

16. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to all lots within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines. No fences shall be permitted to be constructed between the front set back line and the street curb.
17. No house footing drain or roof water drain shall be discharged into the sanitary sewers.
18. An Architectural Review Committee is hereby created, which committee will consist of not less than one member. Said initial members of the Architectural Review Committee will be appointed jointly by the persons who have executed this Plat. Those people who have executed this Plat will also have the right to replace the member or members of the Architectural Review Committee and to expand the membership of the Architectural Review Committee with right of appointing additional members. In the event of the death, disability or resignation of the originally appointed member or members, the person or persons who have executed this Plat will be authorized to select the successor or successors to fill the vacancies thereby created. A majority of the members of the Committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of exterior design with existing structures of the development and whether the building and property set back lines are in conformity with the applicable Plat requirements and these Covenants, Conditions and Restrictions. The Committee shall also undertake such other duties and responsibilities as may be assigned to it. No charges will be made to any purchaser of a lot for examination of plans or for giving approval for consideration thereon. In the event the Committee does not indicate in writing its approval or disapproval of plans submitted for its review within a period of fifteen (15) calendar days after submission, the Committee will be deemed to have approved such plans. Action of the Committee need not be at a formal meeting, but may be evidenced informally in writing, signed by a majority thereof. Prior to construction of any structure upon a lot within this subdivision, the building plans, including plot plan, specification and plans for landscaping and any other data or information which may be requested by the Committee must be submitted to the Architectural Review Committee for its approval.
19. The right to enforce each and all of the Covenants, Conditions and Restrictions set forth herein, together with the right of cause the removal of any building erected or altered in violation thereof by injunction or by any other legal process, is hereby reserved to the Architectural Review Committee and each and every owner of the several lots in this subdivision, their grantees and assigns, who shall be entitled to such injunctive relief without being required to show any damages together with reasonable attorney fees. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any Covenants, Commitments, Restrictions or other Limitations contained in this Plat other than those Covenants, Commitments, Restrictions or Limitations that expressly run in favor of the Metropolitan Development Commission; provided further, that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any

provision of the Subdivision Control Ordinance, 58-AO-3, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

20. These Covenants, Conditions and Restrictions constitute Covenants running with the land and shall be effective for a period of twenty (20) years from the date of recordation of the Plat, provided that at the expiration of such term, such Covenants, Conditions and Restrictions shall be automatically renewed thereafter for periods of ten (10) years each, unless at least one (1) year prior to the expiration of each ten (10) year period, the Owners of the majority of the lots in this subdivision shall execute and acknowledge the declaration in writing waiving renewal, and said written declaration shall be recorded in the Land Records of Marion County, State of Indiana, in which event the provisions as set forth for renewal shall be null and void.
21. No radio towers, CB antennas, satellite dishes or other radio or radar equipment shall be allowed in this subdivision, on any lot or common area.
22. Invalidation of any one of these Covenants by judgement or court order shall in no way affect any of the other provisions which will continue to remain in full force and effect.

Executed this 2nd day of November, 1994.


Richard E. Jones, President
Crooked Creek at Geist Development Co., Inc.

FILED
NOV 04 1994
LAWRENCE TOWNSHIP
ASSESSOR



NOV 04 1994
966772396
JOHN P. VAN ARX
DIRECTOR
SUBJECT TO FINAL
APPROVAL BY THE TOWNSHIP

State of Indiana)
)SS:
County of Marion)

Before me the undersigned Notary Public, in and for said County and State, personally appeared Richard Jones, President, Crooked Creek at Geist Development Company, Inc., and acknowledged the execution of the foregoing instrument as his voluntary act and deed for said company, for the purpose therein expressed.

Witness by Hand and Notarial Seal this 2nd day of November, 1994.

Maxine H. Webb
Notary Public



MAXINE H. WEBB
Printed

My Commission Expires: 12/12/95

County of Residence: Hamilton

LEGAL DESCRIPTION

Part of the North Half of Section 34, Township 17 North, Range 5 East, in Marion County, Indiana described as follows: Beginning at a point on the South line of said half section being South 90 degrees 00 minutes 00 seconds West (assumed bearing) 2576.55 feet from the southeast corner thereof, thence South 90 degrees 00 minutes 00 seconds West along said South line 97.73 feet to the Southeast corner of the Northwest Quarter of said Section 34; thence North 89 degrees 55 minutes 32 seconds West along the South line of said Northwest Quarter section 491.47 feet; thence North 33 degrees 54 minutes 54 seconds West along an existing fence line and fence line extended 712.72 feet to a point on the centerline of State Road 67; thence North 24 degrees 18 minutes 15 seconds East along said centerline 561.32 feet to the point of curvature of a curve to the right having a radius of 1637.02 feet, the radius point of which bears South 65 degrees 41 minutes 45 seconds East from said point of curvature; thence Northeasterly along said curve and centerline 553.22 feet; thence South 32 degrees 26 minutes 04 seconds East along a fence line extended and fence line 278.91 feet to a fence corner; thence North 55 degrees 42 minutes 52 seconds East along a fence line 445.06 feet to an iron pin; thence South 33 degrees 26 minutes 38 seconds East 303.93 feet to an iron pin; thence South 00 degrees 00 minutes 00 seconds West 401.91 feet to an iron pin; thence South 90 degrees 00 minutes 00 seconds West 236.75 feet to an iron pin; thence South 00 degrees 00 minutes 00 seconds West 920.00 feet to the point of beginning and containing 29.16 acres, more or less. Subject to rights-of-way for 65th Street and State Road 67 and all other legal easements and rights-of-way of record.

ALSO,

Part of the Southwest Quarter of Section 34, Township 17 North, Range 5 East of the Second Principal Meridian in Marion County, Indiana being described as follows:

Beginning at the Northeast corner of said Southwest Quarter, thence on an assumed bearing of South 00 degrees 04 minutes 28 seconds East along the East line thereof a distance of 1313.37 feet to the Southeast corner of the Northeast Quarter of said Southwest Quarter; thence South 89 degrees 09 minutes 02 seconds West along the South line of said Quarter-Quarter section a distance of 1334.27 feet to the Southwest corner thereof; thence North 00 degrees 02 minutes 13 seconds West along the West line of said Quarter-Quarter section a distance of 94.63 feet; thence North 42 degrees 32 minutes 58 seconds West a distance of 366.02 feet to a point on the Southeasterly right-of-way line of State Road 67, said point being on a curve having a radius of 1959.86 feet, the radius point of which bears North 53 degrees 03 minutes 51 seconds West from said point; thence the following three courses along said right-of-way line, Northeasterly along said curve on arc distance of 462.52 feet to the point of tangency thereof, the radius point bearing North 66 degrees 35 minutes 08 seconds West from said point; thence North 23 degrees 24 minutes 52 seconds East a distance of 552.34 feet; thence North 51 degrees 39 minutes 32 seconds East a distance of 53.89 feet; thence North 00 degrees 46 minutes 27 seconds West perpendicular to the North line of said Southwest Quarter a distance of 15.00 feet to said North line; thence North 89 degrees 13 minutes 33 seconds East along said North line a distance of 1086.60 feet to the Point of Beginning. Containing 40.759 acre, more or less.

EXHIBIT "A"

notes: 17480

PLAT COVENANTS AND RESTRICTIONS

OAKLANDON MEADOWS

SECTION ONE, PHASE 1

The undersigned, CROOKED CREEK AT GEIST DEVELOPMENT CO., INC., an Indiana corporation (the "Developer"), is the Owner of (or has control over) the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer has platted and subdivided the Real Estate as shown on the plat for Oaklandon Meadows, Section One, Phase 1, dated September 9, 1994, which was filed of record September 14, 1994, in the office of the Recorder of Marion County, Indiana as Instrument No. 940140657 (the "Plat"), and desires to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Oaklandon Meadows". In addition to the covenants and restrictions hereinafter set forth, the Real Estate shall also be subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Oaklandon Meadows, dated as of September 9, 1994 and recorded on November 9, 1994 as Instrument No. 94-167185, in the office of the Recorder of Marion County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Oaklandon Meadows Community Association, Inc. (the "Association") set forth in the Declaration. The Declaration, as recorded, supersedes and replaces the Covenants, recorded in the Office of the Recorder of Marion County on November 4, 1994 and November 7, 1994, as Instrument Nos. 94-0165838, 94-0165911, 94-0165912, which Covenants are of no further force or effect. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

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

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

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

3. SIGN LANDSCAPING EASEMENTS. There are areas of ground on the Plat marked "Sign Landscaping Easements" which are hereby created and reserved: (i) for the use of the Developer during the Development Period for access to and the installation, maintenance and replacement of entrance walls, fencing, lighting, irrigation systems, signage, foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance and replacement of entrance walls, fencing, lighting, irrigation systems, signage, foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structures or improvements shall be erected or maintained upon such Sign Landscape Easements .

4. NON-ACCESS EASEMENTS. There are areas of ground on the Plat marked "Non-Access Easements". Developer hereby creates and reserves the Non-Access Easements for the purpose of prohibiting direct access from any Lot restricted by a Non-Access Easement to East 65th Street.

5. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building lines and building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The minimum front yard set back shall be fifteen (15) feet. The minimum rear yard set back shall be twenty (20) feet. For lots 1 through 14 and 26 through 32, the minimum side yard set back shall be four (4) feet, provided that the minimum aggregate side yard shall be ten (10) feet. For lots 15 through 24, the minimum side yard set back shall be five (5) feet, provided that the minimum aggregate side yard shall be thirteen (13) feet.

6. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. No residence constructed on a Lot shall have less than twelve hundred (1200) square feet of total living area, exclusive of garages, unfinished basements, carports and open porches. The minimum main (first floor) living area of any building higher than one story shall be eight hundred (800) square feet. Each Residence Unit shall include an attached two-car (or larger) enclosed garage. The maximum height of any residential dwelling constructed on a Lot shall be thirty-five (35) feet. The front elevation of each residence, excluding doors, windows and foundation, shall be at least 25% brick or masonry construction. Each residence shall have a yard light and at least two (2) trees no less than two and one half (2 1/2) inches in diameter.

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

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

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

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

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

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

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

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

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

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

17. DITCHES AND SWALES. All owners, including builders, shall

keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective lots.

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

19. ANTENNA AND SATELLITE DISHES. No outside antennas or satellite dishes shall be permitted in the Subdivision without the approval of the Architectural Review Committee.

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

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

22. SWIMMING POOLS AND SPORTS COURTS. No above-ground swimming pools shall be permitted in the Subdivision. No hard surfaced sports courts of any kind shall be permitted on any Lot except as approved by the Architectural Review Committee.

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

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

25. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to

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

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

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

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

designated by the Department of Metropolitan Development.

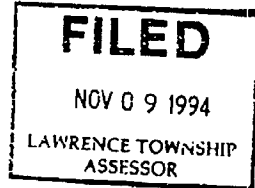
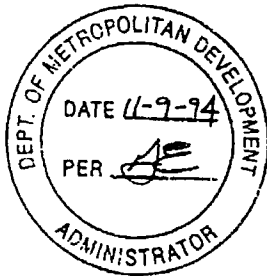
29. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2014, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

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

IN WITNESS WHEREOF, the undersigned Developer, has hereunto caused its name to be subscribed as of this 9th day of September, 1994.

CROOKED CREEK AT GELST DEVELOPMENT, CO., INC.

By: 
Richard E. Jones
President



STATE OF INDIANA)
)SS:
COUNTY OF MARION)

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

Witness my signature and Notarial Seal this 8th day of November, 1994.

Patricia S. Bredant
Notary Public
Patricia S. Bredant
Printed

My commission expires:

8/4/97

I am a resident of
Marion County, Indiana.

This Instrument was prepared by C. Richard Davis, Esq., 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240.

CONSENT

Davis Homes, L.P., an Indiana limited partnership, hereby consents to the recordation of the attached Plat Covenants and Restrictions of Oaklandon Meadows, dated as of September 9, 1994, and agrees that any lots now or hereafter owned by Davis Homes, L.P., shall be encumbered by the covenants, conditions, restrictions, terms and provisions set forth in such Plat Covenants and Restrictions, as the same be amended from time to time.

In WITNESS WHEREOF, this Consent has been executed by Davis Homes, L.P. as of the date set forth below.

Dated: November 8, 1994

DAVIS HOMES, L.P.

By: Davis Building, Inc.,
general partner

By: William B. Blake
William B. Blake
President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared William B. Blake, president of Davis Building, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Consent.

Witness my signature and Notarial Seal this 8 day of November, 1994.

Deborah Kay White
Notary Public

Deborah Kay White
Printed

My commission expires:

12-19-95

I am a resident of
Marion County, Indiana

EXHIBIT "A"

LEGAL DESCRIPTION

Beginning at the Northeast corner of said Quarter Section; thence South 00 degrees 04 minutes 28 seconds East (assumed bearing) along the East line thereof 816.03 feet; thence South 89 degrees 55 minutes 33 seconds West 111.00 feet; thence South 00 degrees 04 minutes 27 seconds East parallel with the aforesaid East line 44.00 feet; thence South 89 degrees 55 minutes 33 seconds West 50.00 feet; thence North 00 degrees 04 minutes 27 seconds West 8.51 feet; thence South 89 degrees 09 minutes 02 seconds West 85.01 feet; thence North 00 degrees 04 minutes 27 seconds West 100.20 feet to a point on a curve concave northeasterly, the radius point of said curve being North 13 degrees 08 minutes 20 seconds East 175.00 feet from said point; thence westerly, northwesterly and northerly along said curve 234.53 feet to the point of tangency of said curve, the radius point of said curve being North 89 degrees 55 minutes 33 seconds East 175.00 feet from said point; thence North 00 degrees 04 minutes 27 seconds West 41.41 feet; thence South 89 degrees 13 minutes 33 seconds West 76.20 feet; thence North 25 degrees 47 minutes 31 seconds West 80.49 feet; thence North 25 degrees 14 minutes 33 seconds West 50.01 feet; thence North 26 degrees 20 minutes 57 seconds West 113.24 feet; thence North 89 degrees 13 minutes 33 seconds East 24.93 feet; thence North 00 degrees 46 minutes 27 seconds West 245.00 feet; thence South 89 degrees 13 minutes 33 seconds West 199.87 feet; thence North 23 degrees 24 minutes 52 seconds East 76.74 feet to a point on the North line of the aforesaid Quarter Section; thence North 89 degrees 13 minutes 33 seconds East along said North line 712.25 feet to the place of beginning, containing 8.017 acres, more or less subject to all legal highways, rights-of-way, easements and restrictions of record.



CONSULTING ENGINEERS
LAND SURVEYORS

R.M. Stoepelwerth, PE, PLS • David J. Stoepelwerth, PE, PLS • Curtis C. Huff, PLS • Dennis D. Olmstead, PLS • Jeffery W. Darling, PLS

①

SURVEYOR'S CORRECTION

I, the undersigned Registered Land Surveyor hereby certify that the plat of Oaklandon Meadows, Section 1, Phase 1 recorded as Instrument #94-140657 in the Office of the Recorder of Marion County, Indiana contains an error. The incorrect information is shown below with the correct information shown adjacent.

This plat was previously recorded as Instrument #94007052 in the Office of the Recorder of Marion County, Indiana. This subdivision shall be known and designated as Oaklandon Meadows, Section One, Phase 2 a subdivision in Marion County, Indiana

INCORRECT

This plat was previously recorded as Instrument #94007052 in the Office of the Recorder of Marion County, Indiana. This subdivision shall be known and designated as Oaklandon Meadows, Section One, Phase 1, a subdivision in Marion County, Indiana.

CORRECT

Witness my signature this 18th day of April, 1995.

FILED
MAY 01 1995
LAWRENCE TOWNSHIP
ASSESSOR

David J. Stoepelwerth
David J. Stoepelwerth
Registered Land Surveyor
No. S0474



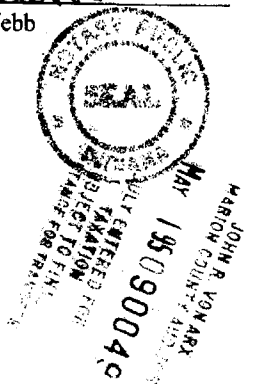
Subscribed and Sworn to me before this 18th day of April, 1995.

Maxine H. Webb
Notary Public, Maxine H. Webb

My Commission Expires: 12-12-95
County of Residence: Hamilton

METES/17480SC
APR 18, 1995

APPROVAL OF CORRECTION
METROPOLITAN DEVELOPMENT COMMISSION PLAT COMMITTEE
DATE: 5-1-95
[Signature]
SUBDIVISION ADMINISTRATOR



05/01/95 12:41PM JOHN K. ROBERTL MARION CNTY RECORDER RRM 7.00 PAGES: 1
Inst # 1995-0048549



CONSULTING ENGINEERS
LAND SURVEYORS

R.M. Stoeppelwerth, PE, PLS • David J. Stoeppelwerth, PE, PLS • Curtis C. Huff, PLS • Dennis D. Olmstead, PLS • Jeffery W. Darling, PLS

2

AMENDMENT TO THE OAKLONDON MEADOWS SUBDIVISION COVENANTS

I, the undersigned Richard E. Jones hereby certify the covenants of Oaklandon Meadows recorded as Instrument #94-0165911 in the Office of the Recorder of Marion County, Indiana, contains an error in the side yard setbacks. The incorrect information is shown above with the corrected information shown below.

INCORRECT


14. Every building, or part thereof, shall be so located as to provide a side yard on each side of every building in accordance with the Marion County Zoning Ordinance of 1966, as amended for the D-4, D-5, and D-5II zoning classification, except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or drainage easement which serves lots beyond the lots owned by the common Owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same Owner or Owners, and the drainage easements or utility easements which may separate those lots are not used to provide drainage utility services to any area beyond the lots commonly owned, then those easements on the boundary line between the two lots shall be extinguished for so long as the lots are owned by the same Owner or Owners. Notwithstanding the regulations of the D-4, D-5, and D-5II Zoning Ordinance, the minimum rear yards for any lot within this subdivision shall be twenty (20) feet, and the minimum side yard for each lot or combined lots under the circumstances described above shall be not less than six (6) feet, and the aggregate of both yards shall not be less than sixteen (16) feet. In addition, the open space which is comprised of the total horizontal area of all uncovered open spaces plus one-half (1/2) of the total horizontal area of all covered open space shall comprise at least seventy percent (70%) of the total lot area.

CORRECT

14. Every building, or part thereof, shall be so located as to provide a side yard on each side of every building in accordance with the Marion County Zoning Ordinance of 1966, as amended for the D-4, D-5, and D-5II zoning classification, except that in the case where the same person or persons own two adjoining lots not separated by a utility easement or drainage easement which serves lots beyond the lots owned by the common Owner as described above, then this restriction shall apply to the lot lines of the extreme boundaries of the multiple lots under common ownership. Where adjoining lots are owned by the same Owner or Owners, and the drainage easements or utility easements which may separate those lots are not used to provide drainage utility services to any area beyond the lots commonly owned, then those easements on the boundary line between the two lots shall be extinguished for so long as the lots are owned by the same Owner or Owners. Notwithstanding the regulations of the D-4, D-5, and D-5II Zoning Ordinance, the minimum rear yards for any lot within this subdivision shall be twenty (20) feet,

08/03/95 10:37AM JOAN N. ROMERIL MARION CTY RECORDER CLP 12.00 PAGES: 2

Inst # 1995-0094118

9940 Allisonville Road • P.O. Box 509007 • Indianapolis, Indiana 46250 • (317) 849-5935 • 1-800-728-6917 • FAX: (317) 849-5942  recycled paper

D4 and D5, 10 feet D5II and the minimum side yard for each lot or combined lots under the circumstances described above shall be not less than five (5) feet D4, four (4) feet D5, and three (3) feet D5II, and the aggregate of both yards shall not be less than thirteen (13) feet D4, ten (10) feet D5 and D5II. In addition, the open space which is comprised of the total horizontal area of all uncovered open spaces plus one-half (1/2) of the total horizontal area of all covered open space shall comprise at least seventy percent (70%) of the total lot area.

Witness my signature this 2nd day of August, 1995.

Richard E. Jones
Richard E. Jones
Crooked Creek at Geist Development Co., Inc.

State of Indiana)
) SS
County of Marion)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Richard E. Jones, Crooked Creek at Geist Development Co., Inc., and acknowledged the execution of this Instrument as his voluntary act and deed and affixed his signature thereto.

Witness my signature and seal this 2nd day of August, 1995.

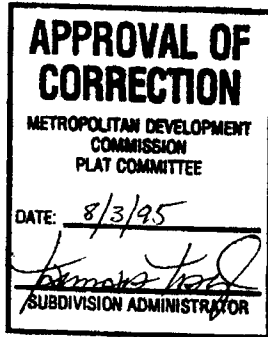
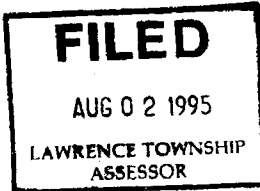
Maxine H. Webb
Maxine H. Webb, Notary Public



My commission expires: 12-12-95
County of Residence: Hamilton

THIS INSTRUMENT PREPARED BY STOEPPELWERTH & ASSOCIATES, INC.

METES/17480CR



JOHN R. VON ARX
MARION COUNTY AUDITOR
710276 AUG-3-95
SUBJECT TO THE PROVISIONS OF THE
ACT FOR THE ACCEPTANCE
FOR TRANSFER

①

OAKLANDON MEADOWS COVENANT AMENDMENT

The Covenants recorded November 7, 1994 in the Office of the Recorder of Marion County, Indiana as Instrument No. 94-0165911 are hereby amended in part, to have paragraph 4 read as follows:

"4. Every single family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of nine hundred (900) square feet, except where otherwise required by the Zoning Commitments recorded as Instrument Number 930062851 in the Office of the Recorder of Marion County, Indiana. The case of a structure of more than one story at least six hundred sixty (660) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the homes."

Executed this 8th day of August, 1995.

Richard E. Jones, pres.
RICHARD E. JONES, PRESIDENT
CROOKED CREEK AT GEIST
DEVELOPMENT, INC.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me the undersigned Notary Public, in and for said County and State, personally appeared Richard Jones as President of Crooked Creek at Geist Development Company, Inc., and acknowledged the execution of the foregoing instrument as his voluntary act and deed for said company, for the purpose therein expressed.

Witness my hand and notarial seal this 8th day of August, 1995.

Nancy L. Webb
Notary Public: Nancy L. Webb
County of Residence: Marion

My Commission Expires:

August 21, 1995

X THIS INSTRUMENT PREPARED BY RICHARD E. JONES, PRESIDENT OF CROOKED CREEK AT GEIST DEVELOPMENT, INC.

tmq\doc\jones.amd

Inst # 1995-0097007

JOHN R. VON ARX
MARION COUNTY AUDITOR

10884 AUG-8 95

FILED FOR TAXATION
JECT TO FINAL ACCEPTANCE
FOR TRANSFER

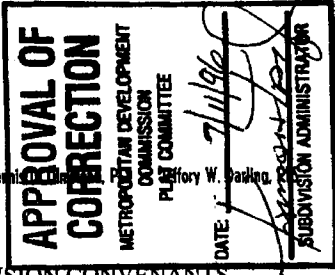
08/08/95 03:42PM JOAN M. ROMERIL MARION CTY RECORDER CAN 10.00 PAGES: 1



CONSULTING ENGINEERS
LAND SURVEYORS

R.M. Stoeppelwerth, PE, PLS • David J. Stoeppelwerth, PE, PLS • Curtis C. Huff, PLS • Dennis C. Huff, PLS

2



AMENDMENT TO THE OAKLANDON MEADOWS SUBDIVISION COVENANTS

I, the undersigned Richard E. Jones, hereby certify that the covenants of Oaklandon Meadows, recorded as Instrument #94-0165911 in the Office of the Recorder of Marion County, Indiana, contains an error in the minimum square footage of the houses. The incorrect information is shown above with the correct information shown below:

INCORRECT

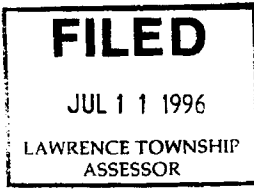
- 4) Every single-family dwelling erected, placed, altered or maintained on any lot within this subdivision shall have a minimum living area exclusive of open porches, unfinished basements and attached garages of twelve hundred (1200) square feet. In the case of a structure of more than one story, at least eight hundred (800) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.

CORRECT

Every single-family dwelling erected, place, altered or maintained on any lot on the northern and eastern boundaries of Oaklandon Meadows shall meet D4 Standards and have a minimum living area exclusive of open porches, unfinished basements and attached garages of twelve hundred (1200) square feet. In the case of a structure more than one story, at least eight hundred (800) square feet of the required minimum living area shall be on the first floor of the lower set of floor of the home.

The remainder of every single family dwelling erected, place, altered or maintained on any lot in Oaklandon Meadows to meet D5 Standards and have a minimum living area exclusive of open porches, unfinished basement and attached garages of nine hundred (900) square feet. In the case of a structure more than one story at least six hundred and sixty (660) square feet provided the total floor area of each unit shall be at least nine hundred (900) square feet of the required minimum living area shall be on the first floor of the lower set of floors of the home.

Witness my signature this 10th day of JUNE, 1996.



Richard E. Jones, president
Richard E. Jones, President
Crooked Creek at Geist Development Co., Inc.

07/11/96 02:15PM JOAN N. ROMERIL MARION CTY RECORDER BEB 14.00 PAGES: 2
Inst # 1996-0094727



NOTARY PUBLIC
JUNE 12 1996
STATE OF INDIANA

State of Indiana)
SS)
County of Hamilton)

Before me, the undersigned, a notary public in and for said county and state, personally appeared Richard E. Jones, President of Crooked Creek at Geist Development Co., Inc. who acknowledge the execution of the foregoing instrument as his voluntary act and deed and affixed his signature thereto.

Witness my hand and notarial seal, this 18th day of June, 1996.

Maxide H. Webb
Notary Public MAXIDE H. WEBB

My Commission Expires: 12/12/99

County of Residence: Hamilton

METES/17480COV
JUNE 12, 1996



THIS INSTRUMENT PREPARED BY STOEPPELWERTH & ASSOCIATES, INC.

18

Pages 1

PLAT

Instrument Number

Subdivision/HFR Oakland Meadows Sec Three

Legal Description Pt SW 1/4 Sec 34 T17N R5E

Owner Crooked Creek of Geist Dev Co, Inc

Cross Reference

DMD/VOID STAMP	<input checked="" type="checkbox"/>
LAND SURVEYOR	<input checked="" type="checkbox"/>
TOWNSHIP	<input checked="" type="checkbox"/>
AUDITOR	<input checked="" type="checkbox"/>
NOTARY	<input checked="" type="checkbox"/>

Declaration

Other

Township Lawrence

Microfilm:
3 copies
1 blow up

Pick Up:
Stoppelweh
849-1935

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Inst # 1997-0106051