

870047462

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS 2038

OF

PARK NORTH

*W. L. Coombs*  
MARION COUNTY AUDITOR  
APR 29 1987 25  
DULY ENTERED FOR TAXATION 40.00

THIS DECLARATION is made this 24th day of April, 1987, by DAVIS DEVELOPMENT - PARK NORTH, INC., an Indiana corporation (the "Developer").

Recitals

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto and made a part hereof (the "Initial Real Estate").

2. Developer intends to subdivide the Initial Real Estate into residential lots as generally shown on the plat for Park North, Section I, as hereafter recorded in the office of the Recorder of Marion County, Indiana.

3. Before so subdividing the Initial Real Estate, 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 all or 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, administering and enforcing the covenants and restrictions contained in this Declaration and the subdivision plat of the Initial Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana, and collecting and disbursing the assessments and charges as herein provided.

5. Developer may from time to time subject additional real estate located within tracts adjacent to the Initial Real Estate, as more particularly described in Exhibit B attached hereto and made a part hereof, to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate").

NOW, THEREFORE, Developer hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and

APPROVED THIS 29th  
DAY OF APRIL 1987  
ASSESSOR OF WASHINGTON TWP.  
*Michael Cole* DRAFTSMAN

occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens, which shall run with the land and shall be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in the Real Estate, or any part thereof.

Declaration

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 Park North Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, its successors and assigns.

1.2 "Committee" means the "Park North Architectural Control Committee" established pursuant to Article VI, paragraph 6.1, of this Declaration for the purposes herein stated.

1.3 "Common Areas" means (i) all portions of the Real Estate (including improvements thereto) shown on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, which are not Lots and which are not dedicated to the public, (ii) any landscape islands located in any public right-of-way within and upon the Real Estate and (iii) all facilities and personal property owned or leased by the Association from time to time.

1.4 "Common Expenses" means (i) expenses of administration of the Association, (ii) expenses of and in connection with the improvement, maintenance, repair and replacement of the Common Areas and the performance of the responsibilities and duties of the Association including, without limitation, expenses for the improvement, maintenance and repair of the Landscape Easements, Lake Easements, Drainage Easements and Utility Easements shown and identified as such on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, (iii) all sums lawfully assessed against the Owners by the Association and (iv) all sums declared by this Declaration to be Common Expenses.

1.5 "Developer" means Davis Development - Park North, Inc., an Indiana corporation, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including, without

limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.

1.6 "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer no longer owns any Lot within or upon the Real Estate.

1.7 "Lot" means any numbered parcel of land shown and identified as a lot on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.8 "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

1.9 "Nonaffiliated Owner" means any "Owner" (hereinafter defined) other than Developer, or any entity related to Developer.

1.10 "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. The term Owner as used herein shall include Developer so long as Developer shall own any Lot.

## ARTICLE II

### NAME

The name by which the Real Estate shall be known is "Park North."

## ARTICLE III

### APPLICATION

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot or any 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 Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, or (ii) by the act of occupancy of such Lot, 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 such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer and the Association provided for by this Declaration, and for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Developer and the Owners from time to time of the Lots, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

#### ARTICLE IV

##### COMMON AREAS

4.1 Easement to Owners. Developer hereby creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas which shall run with and be appurtenant to each Lot, subject to the following provisions:

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

(ii) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(iii) the right of the Association to dedicate or transfer all or any part of the Common Areas 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, upon the approval of two-thirds (2/3) of the membership of each class of members of the Association;

(iv) the rights of the Developer as provided in this Declaration and in any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana;

(v) the terms and provisions of this Declaration; and

(vi) the easements reserved elsewhere in this Declaration and in any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana.

4.2 Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, his right of enjoyment of the Common Areas to his family members, his tenants or contract purchasers who reside on the Lot.

4.3 Conveyance of Common Areas. Upon final construction of or provision for the Common Areas, Developer shall convey all of its right, title and interest in and to the Common Areas to the Association by quitclaim deed, and such Common Areas shall then be the property of the Association.

#### ARTICLE V

#### ASSOCIATION

5.1 Membership. Each Owner shall, automatically upon becoming an Owner, be and become a member of the Association and shall remain a member of the Association until such time as his ownership of a Lot ceases, at which time his membership will terminate and the new Owner of his Lot shall be and become a member of the Association.

5.2 Classes of Membership. 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 the 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). Class A members shall be entitled to one vote for each Lot owned.

(ii) Class B Members. The Class B member shall be the Developer. The Class B member shall be entitled to three (3) votes for each Lot owned. 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 date which is the earlier of: (a) the date when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership; or (b) May 1, 1991.

5.4 Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot determine among themselves, but in no event shall more than one (1) vote (in the case of Class A membership) be cast with respect to such Lot.

5.5 Board of Directors. 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 other 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 fee, 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) Installation and replacement of such fences, walls, foliage, landscaping, signs and other improvements in and upon the Common Areas as the Association deems necessary or appropriate, and maintenance of the Common Areas and any installation thereon in a clean and attractive condition and in good repair.

(ii) Replacement of such foliage, landscaping, screening materials and other improvements in and upon the Landscape Easements (shown and identified as such on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana) as the Association deems necessary or appropriate and maintenance of said Landscape Easements and any installation thereon installed by Developer or the Association in a clean and attractive condition and in good repair.

(iii) Management and control of detention and retention ponds or lakes in and upon the Lake Easements (shown and identified as such on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana) for the exclusive benefit of the Owners of only those Lots which are subject to the particular Lake Easement and maintenance of the same in a clean, attractive and sanitary condition; and installation and replacement of such improvements in and upon said Lake Easements as the Association deems

necessary or appropriate and maintenance of any such improvements installed by Developer or the Association in good condition and repair. Without limiting the generality of the foregoing, such maintenance obligations shall include overflow maintenance to protect the ponds or lakes from erosion, algae control and maintenance of minimum water levels. It is intended that such actions shall be taken in accordance with recommendations regarding the same from applicable governmental agencies having jurisdiction, but nothing herein shall constitute an undertaking or duty to exceed the requirements of applicable law and prudent pond and lake operation.

(iv) Replacement of a drainage system in and upon the Drainage Easements (shown and identified as such on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana) as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon said Drainage Easements by Developer or the Association in good condition and repair, subject, however, to the obligation of the Owner of a Lot subject to a Drainage Easement to keep the portion of the Drainage Easement on his Lot free from obstructions so that the surface water drainage will be unimpeded.

(v) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners the insurance coverages required under this Declaration and such other insurance as the Association deems necessary or advisable.

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

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

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

(ix) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas, the use and enjoyment of the lakes and ponds located in and upon the Lake Easements by the Owners of Lots subject to such Lake Easements, and the management and administration of the Association, as the Association deems necessary or advisable, and enforcement of the same. As part of such rules and regulations, 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 Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

(x) Replacement and maintenance of any street identification signs within and upon the Real Estate designated as private street signs.

5.8 Compensation. No director of the Association shall receive compensation for his services as such director, except to the extent expressly authorized by a majority vote of the Owners.

5.9 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. The Association shall indemnify and hold harmless and defend each person, his heirs, assigns or legal representatives, who is or was a director or officer of the Association against any and all liability to any person, firm or corporation arising out of contracts made by or at the direction of the Board of Directors (or the managing agent, if any) of the Association, unless any such contract shall have been made in bad faith. 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.

5.10 Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns 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 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 therein, except (unless otherwise specifically provided herein) in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such director or officer was not 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 duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by the managing agent of the Association (if any) or any officer or employee of the Association, or any accountant, attorney or other person, firm or corporation employed 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 or liable for gross negligence or willful misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors of the Association. 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 as provided in this paragraph 5.9.

5.11 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 fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors, and any such bond shall specifically include protection for any insurance proceeds received by any reason by the Board of Directors. The expense of any such bonds shall be a Common Expense.

## ARTICLE VI

### PARK NORTH ARCHITECTURAL CONTROL COMMITTEE

6.1 Creation. There shall be, and hereby is, created and established the Park North Architectural Control Committee to perform the functions provided for herein. Until the Applicable Date, the Committee shall consist of three (3) 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 Applicable Date, the 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.

6.2 Purposes and Powers of Committee. The Committee shall regulate the external design, appearance and location of residences, buildings, structures or other improvements placed on

any Lot, and the installation and removal of landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each Owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) In General. No residence, building, structure or improvement of any type or kind shall be repainted, constructed or placed on any Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and, 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 Committee may require. All plans and drawings submitted to the Committee shall be drawn to a scale of 1" equals 10', or to such other scale as the Committee may require. When required by the Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for the Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

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

(a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this Declaration or any subdivision plat of the Real Estate recorded in the office of the Recorder of Marion County, Indiana;

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

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

(iii) Rules and Regulations. The Committee may, from time to time, make, amend and modify such additional rules and

regulations as it may deem necessary or desirable to guide Owners as to the requirements of the 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 any subdivision plat of the Real Estate recorded in the office of the Recorder of Marion County, Indiana, as long as the same are not inconsistent with this Declaration or such subdivision plat(s).

6.3 Duties of Committee. The Committee shall approve or disapprove proposed repainting, construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

6.4 Liability of Committee. Neither the Committee, Developer, 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.

6.5 Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI.

6.6 Nonapplication to Developer. Notwithstanding the provisions of this Article VI or any other provisions of this Declaration requiring the approval of the Committee, Developer, or any entity related to Developer, shall not be required to apply for or secure the approval of the Committee in connection with any construction, installation, painting or repainting by Developer, or any entity related to Developer, of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Real Estate.

## ARTICLE VII

### ASSESSMENTS

7.1 Creation of Lien and Personal Obligation. Developer, for each Lot now or hereafter owned by it, hereby covenants, and each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (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 hereinafter provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be a continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any 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 Lot 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 Lot) shall not pass to such Owner's successors in title unless expressly assumed by them. The Association shall, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular or Special Assessments or other charges against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

7.2 Purpose of Assessments. The Regular or Special Assessments levied by the Association shall be used exclusively (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 and Landscape Easements, Lake Easements, Drainage Easements and Utility Easements shown and identified as such on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, (iii) for the performance of the responsibilities and duties of the Association and (iv) for such other purposes as are 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.

7.3 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 Lot at any amount not in excess of the maximum Regular Assessment hereinafter provided:

870047462

(i) Until January 1, 1988, the maximum Regular Assessment for a calendar year on any Lot shall not exceed One hundred eighty Dollars (\$ 180.00 ).

(ii) From and after January 1, 1988, the maximum Regular Assessment on a Lot for any calendar year may be increased by not more than fifteen percent (15%) above the Regular Assessment for the previous calendar year without a vote of the members of the Association.

From and after January 1, 1988, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified above, only with the approval of two-thirds (2/3) of those members of each class of members of the Association who cast votes in person or in proxy at a meeting of the members of the Association duly called for such purpose.

7.4 Special Assessments. In addition to Regular Assessments, the Association may make Special Assessments against each Lot 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 to recover any operating deficits which the Association may from time to time incur 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 meeting of the members of the Association duly called for such purpose.

7.5 Uniform Rate of Assessment. The Regular Assessments and Special Assessments levied by the Association shall be uniform for all Lots.

7.6 Date of Commencement of Regular Assessments; Due Dates. The Regular Assessment shall commence as to each Lot on the earlier of the following dates:

(i) the first day of the first calendar month following the first conveyance of such Lot to a Nonaffiliated Owner; or

(ii) the first day of the fourth month following the completion of construction of the residence on the Lot.

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 of the Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

7.7 Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the Common Expenses and toward any other expense lawfully agreed upon, by nonuse of the Common Areas or abandonment of the Lot belonging to him. 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 on the Owner's Lot may be filed and 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 (or a periodic installment of an assessment, if applicable) when due, the Board may in its discretion accelerate the entire balance of any unpaid assessments and 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 Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the 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 may, at its option, bring a 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 Lot costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due, until paid.

(ii) Notwithstanding anything contained in this paragraph 7.7 or elsewhere in this Declaration, any sale or transfer of a 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 assessments (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 Lot or the purchaser at such foreclosure sale, or 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.

## 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 replacement cost of all improvements, if any, which the Association is required to maintain hereunder. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage." The Association may 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 coverage shall name the Association as the insured. Such insurance policy or policies shall contain provisions that (i) the insurer 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 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 the Lake Easement and Landscape Easement areas (shown and identified as such upon any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana) and shall insure 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, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

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 workmen's compensation

and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deems necessary, advisable or appropriate, including 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 AND DECORATION

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 to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. In the event the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) 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 repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a special assessment against such Lot and the Owner thereof, to 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, the Association shall repair or replace the same from the insurance proceeds available. 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 or any Landscape Easement, Lake Easement, Drainage Easement or Utility Easement areas, if, due to the willful, intentional or negligent acts or omissions of an 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 such Easement areas) or if maintenance, repairs or replacements shall be required thereby



which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, 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 his Lot to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

**9.3 Additional Restrictions Concerning Residences and Other Structures.**

(i) No change shall be made in the exterior color of any residence or accessory buildings located on a Lot without the prior written approval of the Committee.

(ii) Existing or newly planted trees on any Lot shall not be removed by an Owner, after his occupancy, without the prior written approval of the Committee, provided, however, that nothing herein shall prevent the removal of trees by Developer, or any entity related to Developer, during the development of the Real Estate and during the construction by Developer, or any entity related to Developer, of a residence or accessory building on any Lot.

(iii) In order to preserve the aesthetic appearance of the Real Estate, any mailbox must be approved by the Committee as to size, location, height or appearance before it is installed.

**ARTICLE X**

**MORTGAGES**

10.1 Notice to Association. Any Mortgagee who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of such Mortgagee. A record of such 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 such Mortgagee at the address shown in such record in the time provided. Unless notification of any such Mortgage and the name and address of 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

870047162

Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.2 Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and other defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration or any other applicable documents, which defaults have not been cured within sixty (60) days.

#### ARTICLE XI

##### AMENDMENT

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 the votes of all Owners.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote 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 two-thirds (2/3) in the aggregate of the votes of all Owners; 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 Lots within and upon the Real Estate. In the event any Lot 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 10.1.

(v) Special Amendments. No amendment 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 402.02 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, without the approval of all 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 10.1.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if said 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). 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 of 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 Mortgagees of the time limitation contained in this sentence.

11.2 By Developer. Developer hereby reserves the right so long as Developer, or any entity related to Developer, owns any Lot within and upon the Real Estate to make such amendments to this Declaration as may be deemed necessary or appropriate by Developer, without the approval of any other person or entity, in order to bring Developer into compliance with the requirements of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, or 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 Federal Housing Administration, the Veterans Administration or any other governmental agency 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; provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially impairs the benefits of this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

11.3 Recording. Each amendment to the 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

870017162

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

### GENERAL PROVISIONS

12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in any subdivision plat of all or any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, 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 incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out any such covenants, conditions or restrictions.

12.2 Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party 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 any subdivision plat of all or 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 him upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

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 January 1, 2007, and thereafter shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then Owners of Lots within and upon the Real Estate, it is agreed that this Declaration shall terminate in its entirety.

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, interpreted, construed and regulated by the laws of the State of Indiana.

12.7 Annexation. At any time within three (3) years from the date of recordation of this Declaration, additional land within the tracts described in the attached Exhibit B may be annexed by Developer to the Real Estate (and from and after such annexation shall be deemed a part thereof 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. Subject to the provisions of paragraph 12.8 hereof, additional residential property may be annexed to the Real Estate with the consent of two-thirds (2/3) of each class of members of the Association by the recording by the President or Vice President and Secretary of the Association of a declaration applicable to the annexed real estate which incorporates therein the terms of this Declaration, as the same may be amended from time to time.

12.8 FHA/VA Approval. As long as there is a Class B membership, the following actions will require the approval of the Federal Housing Administration or the Veterans Administration: annexation of additional property (except the property described in Exhibit B, as to which approval is not required), dedication of Common Areas and amendment of this Declaration.

12.8 Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration or any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, Developer, and any entity related to the 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 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, parking areas, signs, model residences, construction offices and sales offices.

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

DAVIS DEVELOPMENT - PARK NORTH, INC.

By Charles R. Davis  
Charles R. Davis, President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Charles R. Davis, the President of Davis Development - Park North Inc., an Indiana corporation, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Park North for and on behalf of said corporation.

April WITNESS my hand and Notarial Seal this 24th day of 1987.

Yvonne H. Beaver  
Notary Public  
Yvonne H. Beaver  
Printed Name

My commission expires: Nov. 25, 1987

I am a resident of Marion County, Indiana.

This instrument was prepared by Mary K. Lisher, Baker & Daniels, 810 Fletcher Trust Building, Indianapolis, IN 46204.

S70047162

EXHIBIT A

PARK NORTH SECTION I

A part of the North Half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the north line of said Half Quarter Section South 89°26'50" West 2049.53 feet from the northeast corner of said Half Quarter Section; thence continuing South 89°26'50" West along said north line 619.65 feet to the northwest corner of said Half Quarter Section; thence South 00°02'40" East along the west line of said Half Quarter Section 1052.67 feet; thence North 89°57'20" East 211.94 feet; thence North 74°41'28" East 63.29 feet; thence North 00°02'40" West 84.34 feet; thence North 10°33'57" East 51.86 feet; thence North 01°23'16" East 153.20 feet; thence North 89°21'58" East 99.85 feet; thence North 89°57'20" East 50.00 feet; thence North 00°02'40" West 15.17 feet; thence North 85°48'42" East 65.17 feet; thence North 00°02'40" West 108.09 feet; thence North 11°10'40" West 50.00 feet; thence South 78°49'20" West 9.19 feet; thence North 00°33'10" West 97.09 feet; thence North 80°44'09" East 50.58 feet; thence South 88°36'44" East 65.04 feet to the west line of a 1.067 acre tract of land known as Founder's Square North - Parcel Two as recorded in Instrument No. 73-44430 in the Office of the Recorder of Marion County, Indiana; thence North 00°33'10" West along the west line of said 1.067 acre tract of land 153.71 feet; thence North 89°26'50" East along the north line of said 1.067 acre tract of land 43.34 feet; thence North 00°33'10" West 98.51 feet; thence North 03°26'50" East 50.00 feet; thence North 86°33'10" West 19.69 feet; thence North 00°33'10" West 169.51 feet to the point of beginning, containing 11.76 acres, more or less, subject to highways, rights-of-way, and easements.

8700-17-162

EXHIBIT B

A part of the North Half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the north line of said Half Quarter Section South  $89^{\circ}26'50''$  West 1806.71 feet from the northeast corner of said Half Quarter Section; thence South  $00^{\circ}33'10''$  East 319.27 feet to the north line of a 1.067 acre tract of land known as Founder's Square North - Parcel Two as recorded in Instrument No. 73-44430 in the Office of the Recorder of Marion County, Indiana; thence South  $89^{\circ}26'50''$  West along said north line 226.66 feet; thence North  $00^{\circ}33'10''$  West 98.51 feet; thence North  $03^{\circ}26'50''$  East 50.00 feet; thence North  $86^{\circ}33'10''$  West 19.69 feet; thence North  $00^{\circ}33'10''$  West 169.51 feet to the north line of said Half Quarter Section; thence North  $89^{\circ}26'50''$  East along said north line 242.82 feet to the point of beginning, containing 1.72 acres, more or less, subject to highways, rights-of-way and easements.

TOGETHER WITH: A part of the North Half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the northeast corner of said Half Quarter Section; thence South  $89^{\circ}26'50''$  West along the north line of said Half Quarter Section 2669.18 feet to the northwest corner of said Half Quarter Section; thence South  $00^{\circ}02'40''$  East along the west line of said Half Quarter Section 1052.67 feet to the point of beginning; thence continuing South  $00^{\circ}02'40''$  East along said west line 283.84 feet to the southwest corner of said Half Quarter Section; thence North  $89^{\circ}21'58''$  East along the south line of said Half Quarter Section 373.02 feet to the west right-of-way line of Woodside Drive in Holiday Addition - Fifteenth Section, the plat of which was recorded July 9, 1963 as Instrument No. 40049 in the Office of the Recorder of Marion County, Indiana (the next five courses are inclusive in the said Holiday Addition - Fifteenth Section); thence North  $00^{\circ}02'40''$  West along said west right-of-way line 217.01 feet to the northwest corner of the intersection of Woodside Drive and McCullough Drive; thence North  $89^{\circ}21'58''$  East along the extended north right-of-way line of McCullough Drive 50.00 feet to the southwest corner of Lot 532; thence North  $00^{\circ}02'40''$  West along the west line of said Lot 532 a distance of 143.22 feet to the northwest corner of said Lot 532; thence North  $89^{\circ}57'20''$  East along the north line of said Lot 532 and Lot 531 a distance of 167.00 feet; thence South  $83^{\circ}35'32''$  East along the north line of said Lot 531 a distance of 48.37 feet to the northwest corner of Lot 459 in Holiday Addition - Thirteenth Section, the plat of which was recorded July 11, 1962 as Instrument No. 61726 in the Office of said Recorder (the next eight courses are along the north and west boundaries of said Holiday Addition - Thirteenth Section); thence North  $87^{\circ}03'20''$

370047162



East 115.34 feet; thence North 56°22'27" East 59.71 feet; thence North 89°57'20" East 160.25 feet; thence North 75°39'09" East 46.05 feet; thence North 09°30'00" West 150.30 feet; thence North 08°33'27" East 81.26 feet; thence North 30°45'00" East 142.00 feet; thence North 89°26'50" East 282.30 feet to a point lying South 89°26'50" West 16.82 feet from the northeast corner of Lot 478; thence North 00°33'10" West 160.00 feet; thence South 89°26'50" West 40.00 feet; thence North 00°33'10" West 82.73 feet to the south line of Founders Square North (hereinafter referred to as Parcel Two), the plat of which is recorded as Instrument No. 73-44430 in the Office of said Recorder; thence South 89°26'50" West along the south line of said Parcel Two a distance of 271.71 feet to the southeast corner of Founders Square North (hereinafter referred to as Parcel One); thence South 89°26'50" West along the south line of said Parcel One a distance of 171.00 feet to the southwest corner thereof, said point also being the southeast corner of a 1.067 acre tract also known as Founders Square North - Parcel Two as a portion of said Instrument No. 73-44430 (the next four courses are along the boundaries of said 1.067 acre tract); thence South 89°26'50" West 70.00 feet; thence South 00°33'10" East 200.00 feet; thence South 89°26'50" West 200.00 feet; thence North 00°33'10" West 70.29 feet; thence North 88°36'44" West 65.04 feet; thence South 80°44'09" West 50.58 feet; thence South 00°33'10" East 97.09 feet; thence North 78°49'20" East 9.19 feet; thence South 11°10'40" East 50.00 feet; thence South 00°02'40" East 108.09 feet; thence South 85°48'42" West 65.17 feet; thence South 00°02'40" East 15.17 feet; thence South 89°57'20" West 50.00 feet; thence South 89°21'58" West 99.85 feet; thence South 01°23'16" West 153.20 feet; thence South 10°33'57" West 51.86 feet; thence South 00°02'40" East 84.34 feet; thence South 74°41'28" West 63.29 feet; thence South 89°57'20" West 211.94 feet to the point of beginning, containing 11.82 acres, more or less; subject to highways, rights-of-way and easements.

8700-17-162

CROSS REFERENCE

*Ch. L. Conrad*  
MARION COUNTY AUDITOR

870047466

⑧ 4.50

2987012036 PLAT COVENANTS AND RESTRICTIONS

The undersigned, DAVIS DEVELOPMENT - PARK NORTH, INC., an Indiana corporation (the "Developer"), is the owner of the real estate more specifically described in Exhibit A attached heretofore as the "Real Estate". Developer intends to plat and subdivide the Real Estate as shown on the plat for Park North - Section II, as hereafter recorded in the office of the Recorder of Marion County, Indiana (the "plat") and desires in such plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the plat (the "Subdivision") shall be known and designated as Park North - Section II, an addition in Marion County, Indiana. In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Park North, dated April 24, 1987, and recorded April 29, 1987, as Instrument No. 87-47462, 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 Park North Association, Inc. (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots 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. 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. There are areas of ground on the plat marked "Utility Easements" and "Drainage 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: (i) for 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

APR 29 3 20 PM '87

APPROVED THIS 29<sup>th</sup> DAY OF APRIL 1987  
ASSESSOR OF WASHINGTON TWP.  
*Richard J. ...* DRAFTSMAN

drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in the Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the Utility Easement and Drainage 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. No permanent structures shall be erected or maintained upon said easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Utility Easements and Drainage Easements herein created and reserved.

3. There are areas of ground on the plat marked "Landscape Easements" which are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and the installation and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association, no permanent structure, including, without limitation, fences shall be erected or maintained in or upon said Landscape Easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Landscape Easements herein created and reserved.

4. There are areas of ground on the plat marked "Lake Easements." The Lake Easements are hereby created and reserved: (i) for the common use and enjoyment, subject to the rights of the Association to promulgate reasonable rules and regulations (not inconsistent with the provisions of the plat and the Declaration) governing such use and enjoyment, of the owners of only those lots in the Subdivision which are subject to the particular Lake Easement, (ii) for the use of Developer during the Development Period for access to and construction, management and control of retention and detention ponds or lakes and the installation, repair and replacement of improvements therein and thereon and (iii) for the use of the Association for access to and maintenance, management and control of retention and detention ponds or lakes and the installation, maintenance, repair and replacement of improvements therein and thereon. Except as installed by Developer or installed and maintained by the Association, no permanent structure or improvement shall be erected or maintained upon said Lake Easements. No swimming shall be permitted in the lakes or ponds located in and upon the

Lake Easements. The owner of any lot in the Subdivision subject to a Lake Easement may delegate, in accordance with the By-Laws of the Association and any reasonable rules and regulations promulgated from time to time by the Association, such owner's right of enjoyment of the Lake Easement appurtenant to such owner's lot, to family members, to a lessee or contract purchaser of such lot or to such owner's guests (and to no others). The owners of lots in the Subdivision shall take and hold title to the lots subject to the Lake Easements herein created and reserved.

5. Building set-back lines are established on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than four (4) feet, with each lot having an aggregate side yard requirement of ten (10) feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.

6. 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 sufficient height to prevent obstruction of such sight line.

7. No residence constructed on a lot in the Subdivision shall have less than eight hundred and fifty (850) square feet of floor area, exclusive of garages, carports, and open porches. The average size of structures within the entire Subdivision shall be no less than nine hundred (900) square feet.

8. All lots in the Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any 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 attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a

residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

9. No garage shall be erected on any lot in the Subdivision which is not permanently attached to the residence, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence.

10. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the Subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

11. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

12. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any lot in the Subdivision in open public view.

14. 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 the property for sale or rent, except Developer may use larger signs during the sale and development of the Subdivision.

15. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or 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. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

16. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

17. No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the Subdivision which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any lot.

18. Each driveway in the Subdivision shall be of concrete or asphalt material and shall not exceed in width the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway.

19. No antenna in the Subdivision shall exceed five (5) feet above a roof peak.

20. No satellite dishes shall be installed or permitted in the Subdivision.

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

22. All metal fencing used in the Subdivision must have a factory finish of either brown or black vinyl. No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthest back front corner of the residence. Fencing style and color shall be consistent with the Subdivision.

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

24. 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 and the streets.

25. All lots shall be accessed from the interior streets of the Subdivision. No access is permitted from 79th Street or Harcourt Road.

26. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in any Subdivision which is now or hereafter made subject to and annexed to the Declaration, 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 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 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 or carry out such covenants or restrictions.

27. 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 herein 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 provisions of the Subdivision Control Ordinance, 58-A0-3, as amended, or any conditions attached to approval of the plat by the Plat Committee.

28. These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) 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 of these covenants and restrictions shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

29. These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing paragraph 28) 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, or any part thereof, and on all persons or entities claiming under them, until January 1, 2007, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

870047466

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

31. DAVIS DEVELOPMENT - PARK NORTH, INC., AN INDIANA CORPORATION DOES HEREBY PLAT, LAYOFF AND SUBDIVIDE THE ATTACHED DESCRIBED REAL ESTATE INTO LOTS AND EASEMENTS AS SHOWN ON THE PLAT TO BE KNOWN AS PARK NORTH SECTION I.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 24th day of April, 1987.

DAVIS DEVELOPMENT - PARK NORTH, INC.

By Charles R. Davis  
Charles R. Davis, President

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared Charles R. Davis, the President of Davis Development - Park North, 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 24th day of April, 1987.

Yvonne H. Beaver  
Notary Public  
Yvonne H. Beaver  
Printed

My commission expires:  
Nov 25, 1987

I am a resident of  
Marion County, Indiana.

This instrument was prepared by Mary K. Lisher, Baker & Daniels, 810 Fletcher Trust Building, Indianapolis, Indiana 46204.

870047466



EXHIBIT A

PARK NORTH SECTION I

A part of the North Half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the north line of said Half Quarter Section South  $89^{\circ}26'50''$  West 2049.53 feet from the northeast corner of said Half Quarter Section; thence continuing South  $89^{\circ}26'50''$  West along said north line 619.65 feet to the northwest corner of said Half Quarter Section; thence South  $00^{\circ}02'40''$  East along the west line of said Half Quarter Section 1052.67 feet; thence North  $89^{\circ}57'20''$  East 211.94 feet; thence North  $74^{\circ}41'28''$  East 63.29 feet; thence North  $00^{\circ}02'40''$  West 84.34 feet; thence North  $10^{\circ}33'57''$  East 51.86 feet; thence North  $01^{\circ}23'16''$  East 153.20 feet; thence North  $89^{\circ}21'58''$  East 99.85 feet; thence North  $89^{\circ}57'20''$  East 50.00 feet; thence North  $00^{\circ}02'40''$  West 15.17 feet; thence North  $85^{\circ}48'42''$  East 65.17 feet; thence North  $00^{\circ}02'40''$  West 108.09 feet; thence North  $11^{\circ}10'40''$  West 50.00 feet; thence South  $78^{\circ}49'20''$  West 9.19 feet; thence North  $00^{\circ}33'10''$  West 97.09 feet; thence North  $80^{\circ}44'09''$  East 50.58 feet; thence South  $88^{\circ}36'44''$  East 65.04 feet to the west line of a 1.067 acre tract of land known as Founders Square North - Parcel Two as recorded in Instrument No. 73-44430 in the Office of the Recorder of Marion County, Indiana; thence North  $00^{\circ}33'10''$  West along the west line of said 1.067 acre tract of land 153.71 feet; thence North  $89^{\circ}26'50''$  East along the north line of said 1.067 acre tract of land 43.34 feet; thence North  $00^{\circ}33'10''$  West 98.51 feet; thence North  $03^{\circ}26'50''$  East 50.00 feet; thence North  $86^{\circ}33'10''$  West 19.69 feet; thence North  $00^{\circ}33'10''$  West 169.51 feet to the point of beginning, containing 11.76 acres, more or less; subject to highways, rights-of-way, and easements.

8700-17-166

APPROVED 11-23-87 870135116  
WASHINGTON TOWNSHIP ASSESSOR

BY Glenn Davis Real Estate Dept.  
ASSIGNMENT OF RIGHTS  
UNDER DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF PARK NORTH

CROSS REFERENCE

MARION COUNTY RECORDS  
NOV 23 1987 63535

1100  
5

This ASSIGNMENT is entered into this 23rd day of November, 1987, by DAVIS DEVELOPMENT - PARK NORTH, INC., an Indiana corporation ("Assignor"), and PARK NORTH ASSOCIATES, an Indiana limited partnership ("Assignee").

Recitals

1. Assignor is the "Developer" under the Declaration of Covenants, Conditions and Restrictions of Park North dated April 24, 1987, and recorded April 29, 1987, as Instrument No. 87-47462, in the office of the Recorder of Marion County, Indiana (the "Declaration").
2. Assignee has heretofore acquired from Assignor by Corporate Quitclaim Deed dated October 1, 1987, and recorded October 2, 1987, as Instrument No. 87-114869, in the office of the Recorder of Marion County, Indiana, all Lots then owned by Assignor in Park North - Section I, a subdivision in Marion County, Indiana, as per plat thereof recorded as Instrument No. 87-47467 in the office of the Recorder of Marion County, Indiana, as well as certain real estate located in Marion County, Indiana, more particularly described in Exhibit A attached hereto and by this reference made a part hereof (the real estate described in Exhibit A is hereinafter referred to as the "Assignee's Property").
3. Pursuant to the terms of the Declaration, the Developer under the Declaration may from time to time annex certain additional real estate described in Exhibit B attached to the Declaration to the "Real Estate" (as such term is defined in the Declaration) and thereby subject such real estate to the covenants, conditions and restrictions set forth in the Declaration.
4. Assignee's Property constitutes the entire tract described in Exhibit B attached to the Declaration.

Agreement

NOW, THEREFORE, in consideration of the receipt of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in furtherance of the conveyance from Assignor to Assignee referred to in paragraph 2 of the Recitals above, Assignor and Assignee agree as follows:

1. Assignor grants, transfers and assigns to Assignee all of the rights, privileges, duties, obligations, responsibilities and liabilities of Assignor as the Developer under the Declaration, including, without limitation, the right

and privilege reserved to Developer under the Declaration to annex Assignee's Property to the Real Estate in the manner and to the extent provided in the Declaration.

2. Assignee accepts and assumes all such rights, privileges duties, obligations, responsibilities and liabilities granted by Assignor to Assignee pursuant to this Assignment.

3. Assignee covenants and agrees to indemnify, defend and hold Assignor harmless from and against any and all losses, costs, claims, damages, counsel fees and other expenses of every nature and character whatsoever arising out of or in connection with Assignee's exercise of the rights, privileges, duties, obligations, responsibilities or liabilities assigned to and assumed by Assignee pursuant to this Assignment; and in case any action shall be brought against Assignor by reason of such claim, Assignee shall, at Assignee's sole cost and expense, upon request from Assignor, appear and defend such action or proceeding.

4. This Assignment shall be binding upon and shall inure to the benefit of the respective parties, their successors and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment of Rights Under Declaration of Covenants, Conditions and Restrictions of Park North as of the day and year first above written.

ASSIGNOR:

DAVIS DEVELOPMENT - PARK  
NORTH, INC.,  
an Indiana corporation

By Charles R. Davis  
Charles R. Davis, President

ASSIGNEE:

PARK NORTH ASSOCIATES,  
an Indiana limited partnership

By: Davis Development - Park  
North, Inc., an Indiana  
corporation, its general partner

By Charles R. Davis  
Charles R. Davis, President

870135116

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Charles R. Davis, the President of Davis Development - Park North, Inc., and acknowledged the execution of the foregoing instrument for and on behalf of such corporation.

Witness my hand and notarial seal this 16<sup>th</sup> day of November, 1987.

Nancy L. Watts  
Notary Public

Nancy L. Watts  
Printed Name

My Commission Expires:  
6-22-90

I am a resident of  
Madison  
County, Indiana.

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Charles R. Davis, the President of Davis Development - Park North, Inc., an Indiana corporation, the general partner of Park North Associates, an Indiana limited partnership, who acknowledged the execution of the foregoing instrument for and on behalf of such corporation as the general partner of Park North Associates.

Witness my hand and notarial seal this 16<sup>th</sup> day of November, 1987.

Nancy L. Watts  
Notary Public

Nancy L. Watts  
Printed Name

My Commission Expires:  
6-22-90

I am a resident of  
Madison  
County, Indiana.

870135116

This instrument was prepared by Mary K. Lisher, Baker & Daniels, 810 Fletcher Trust Building, Indianapolis, Indiana 46204.

EXHIBIT "A"  
LAND DESCRIPTION  
PARK NORTH SECTIONS II & III

870135116

A part of the North Half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the north line of said Half-Quarter Section which is South 89°26'50" West 1806.71 feet from the northeast corner of said Half-Quarter Section; thence South 00°33'10" East along the west line of Founders Square North Parcel I recorded as Instrument No. 73-44430 in the Office of the Recorder of Marion County, Indiana, a distance of 319.27 feet to the northeast corner of a 1.067 acre tract known as Founders Square North Parcel II, recorded as a portion of said Instrument No. 73-44430; thence South 89°26'50" West along the north line of said Parcel II a distance of 226.66 feet to a southeast corner of Park North Section I, the plat of which is recorded as Instrument No. 87-47467 in the Office of said Recorder; thence the following four (4) courses along the easterly line of said Park North Section I: (1) North 00°33'10" West 98.51 feet; (2) North 03°26'50" East 50.00 feet; (3) North 86°33'10" West 19.69 feet; (4) North 00°33'10" West 169.51 feet to the north line of said Half-Quarter Section; thence North 89°26'50" East along said north line 242.82 feet to the point of beginning.

Together with the following:

A part of the North Half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the northeast corner of said Half Quarter Section; thence South 89°26'50" West along the north line of said Half Quarter Section 2669.18 feet to the northwest corner of said Half Quarter Section; thence South 00°02'40" East along the west line of said Half Quarter Section 1052.67 feet to the southwest corner of Park North Section I, the plat of which is recorded as Instrument No. 87-47467 in the Office of the Recorder of Marion County, Indiana, said point also being the point of beginning; thence continuing South 00°02'40" East along said west line 283.84 feet to the southwest corner of said Half Quarter Section; thence North 89°21'58" East along the south line of said Half Quarter Section 373.02 feet to the west right-of-way line of Woodside Drive in Holiday Addition - Fifteenth Section, the plat of which was recorded July 9, 1963 as Instrument No. 40049 in the Office of the Recorder of Marion County, Indiana; thence the following five (5) courses along the west and north lines of said Holiday Addition - Fifteenth Section: (1) North 00°02'40" West along said west right-of-way line 217.01 feet to the northwest corner of the intersection of Woodside Drive and McCullough Drive; (2) North 89°21'58" East along the extended north right-of-way line of McCullough Drive 50.00 feet to the southwest corner of Lot 532 in said Holiday Addition - Fifteenth Section; (3) North 00°02'40" West along the west line of said Lot 532 a distance of 143.22 feet to the northwest corner of said Lot 532; (4) North 89°57'20" East 167.00 feet; (5) South 83°35'32" East 48.37 feet to the northwest corner of Lot 459 in Holiday Addition - Thirteenth Section, the plat of which was recorded July 11, 1962 as Instrument No. 61726 in the Office of said Recorder; thence the following eight (8) courses along the north and west lines of said Holiday Addition - Thirteenth Section: (1) North 87°03'20" East 115.34 feet; (2) North 56°22'27" East 59.71 feet; (3) North 89°57'20" East 160.25 feet; (4) North 75°39'09" East 46.05 feet; (5) North 09°30'00" West 150.30 feet; (6) North 08°33'27" East 81.26 feet; (7) North 30°45'00" East 142.00 feet; (8) North 89°26'50" East 282.30 feet to a point lying South 89°26'50" West 16.82 feet from the northeast corner of Lot 478 in said Holiday Addition - Thirteenth Section; thence North 00°33'10" West 160.00 feet; thence South 89°26'50" West 40.00 feet; thence North 00°33'10" West 82.73 feet to the south line of Founders Square North Parcel II, the plat of which is recorded as Instrument No. 73-44430 in the Office of said Recorder; thence South 89°26'50" West along the south line of said Founders Square North Parcel II a distance of 271.71 feet to the southeast corner of Founders Square North Parcel I recorded in said Instrument No.

73-44430; thence South 89°26'50" West along the south line of said Founders Square North Parcel I a distance of 171.00 feet to the southwest corner thereof, said point also being the southeast corner of a 1.067 acre tract also known as Founders Square North Parcel II, recorded as a portion of said Instrument No. 73-44430; thence the following four (4) courses along the east, south, and west lines of said 1.067 acre tract: (1) South 89°26'50" West 70.00 feet; (2) South 00°33'10" East 200.00 feet; (3) South 89°26'50" West 200.00 feet; (4) North 00°33'10" West 70.29 feet to a southeast corner of said Park North Section I; thence the following fifteen (15) courses along the east and south lines of said Park North Section I: (1) North 88°36'44" West 65.04 feet; (2) South 80°44'09" West 50.58 feet; (3) South 00°33'10" East 97.09 feet; (4) North 78°49'20" East 9.19 feet; (5) South 11°10'40" East 50.00 feet; (6) South 00°02'40" East 106.09 feet; (7) South 85°48'42" West 65.17 feet; (8) South 00°02'40" East 15.1 feet; (9) South 89°57'20" West 50.00 feet; (10) South 89°21'58" West 99.85 feet; (11) South 01°23'16" West 153.20 feet; (12) South 10°33'57" West 51.86 feet; (13) South 00°02'40" East 84.34 feet; (14) South 74°41'28" West 63.29 feet; (15) South 89°57'20" West 211.94 feet to the point of beginning.

Containing in all 13.54 acres, more or less; subject to highways, rights-of-way, and easements.

EXHIBIT "A"

870135116

870135117

CROSS REFERENCE

APPROVED 11-23-87  
WASHINGTON TOWNSHIP ASSESSOR  
BY: [Signature] Real Estate Department  
FIRST SUPPLEMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF PARK NORTH

NOV 23 1987  
9:50  
4

This First Supplement is made this 10th day of November, 1987, by PARK NORTH ASSOCIATES, an Indiana limited partnership ("Park North Associates").

Recitals

1. Park North Associates is the owner of certain real estate more particularly described in Exhibit A attached hereto and by reference made a part thereof (the "Additional Real Estate").

2. Davis Development - Park North, Inc., an Indiana corporation (the "Corporation"), executed that certain Declaration of Covenants, Conditions and Restrictions of Park North on April 24, 1987, and recorded the same on April 29, 1987, as Instrument No. 87-47462, in the office of the Recorder of Marion County, Indiana (the "Declaration").

3. By written instrument dated Nov. 16, 1987, and recorded Nov. 26, 1987, in the office of the Recorder of Marion County, Indiana, as Instrument No. 87-135116, the Corporation assigned to Park North Associates all of the Corporation's right, privileges, duties, obligations, responsibilities and liabilities as the "Developer" (as such term is defined in the Declaration) under the Declaration.

4. Among the rights reserved to the Developer in said Declaration is the right from time to time, acting alone, to subject certain additional real estate located within the tract described in Exhibit B to the Declaration to the provisions of the Declaration by execution and recordation in the office of the Recorder of Marion County, Indiana, of a supplemental declaration so annexing all or any part of such real estate to the "Real Estate" (as such term is defined in the Declaration).

5. The Additional Real Estate (as described in Exhibit A attached hereto) constitutes a part of the tract described in Exhibit B to the Declaration.

NOW, THEREFORE, Park North Associates, in accordance with the rights reserved to Developer in the Declaration, makes this First Supplement as follows:

1. Definitions. All terms used in this First Supplement with initial capital letters (and not otherwise defined in this First Supplement) shall have the same meanings herein as in the Declaration (as the same may be amended or supplemented from time to time as therein provided).

Accordingly, the Additional Real Estate shall hereafter for all purposes be included in the definition of Real Estate in the Declaration.

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

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

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

IN WITNESS WHEREOF, this First Supplement to Declaration has been executed by Park North Associates as of the date first above written.

PARK NORTH ASSOCIATES,  
an Indiana limited partnership

By: DAVIS DEVELOPMENT - PARK  
NORTH, INC., an Indiana  
corporation, its general partner

By: Charles R. Davis  
Charles R. Davis, President

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Charles R. Davis, the President of Davis Development - Park North, Inc., an Indiana corporation, the general partner of PARK NORTH ASSOCIATES, an Indiana limited



partnership, who acknowledged the execution of the foregoing First Supplement to Declaration of Covenants, Conditions and Restrictions of Park North for and on behalf of said corporation as the general partner of PARK NORTH ASSOCIATES.

WITNESS my hand and Notarial Seal this 16<sup>th</sup> day of November, 1987.

Nancy L. Watts  
Notary Public  
Nancy L. Watts  
Printed Name

My commission expires:  
6-22-90

I am a resident of  
Madison County, Indiana.

This instrument was prepared by Mary K. Lisher, Baker & Daniels,  
810 Fletcher Trust Building, Indianapolis, Indiana 46204.

870135117

EXHIBIT "A"  
LAND DESCRIPTION  
PARK NORTH SECTION III

A part of the North Half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the northeast corner of said Half Quarter Section; thence South 89°26'50" West along the north line of said Half Quarter Section 2669.18 feet to the northwest corner of said Half Quarter Section; thence South 00°02'40" East along the west line of said Half Quarter Section 1052.67 feet to the southwest corner of Park North Section I, the plat of which is recorded as Instrument No. 87-47467 in the Office of the Recorder of Marion County, Indiana, said point also being the point of beginning; thence continuing South 00°02'40" East along said west line 283.84 feet to the southwest corner of said Half Quarter Section; thence North 89°21'58" East along the south line of said Half Quarter Section 373.02 feet to the west right-of-way line of Woodside Drive in Holiday Addition - Fifteenth Section, the plat of which was recorded July 9, 1963 as Instrument No. 40049 in the Office of the Recorder of Marion County, Indiana; thence the following five (5) courses along the west and north lines of said Holiday Addition - Fifteenth Section: (1) North 00°02'40" West along said west right-of-way line 217.01 feet to the northwest corner of the intersection of Woodside Drive and McCullough Drive; (2) North 89°21'58" East along the extended north right-of-way line of McCullough Drive 50.00 feet to the southwest corner of Lot 532 in said Holiday Addition - Fifteenth Section; (3) North 00°02'40" West along the west line of said Lot 532 a distance of 143.22 feet to the northwest corner of said Lot 532; (4) North 89°57'20" East 167.00 feet; (5) South 83°35'32" East 48.37 feet to the northwest corner of Lot 459 in Holiday Addition - Thirteenth Section, the plat of which was recorded July 11, 1962 as Instrument No. 61726 in the Office of said Recorder; thence the following eight (8) courses along the north and west lines of said Holiday Addition - Thirteenth Section; (1) North 87°03'20" East 115.34 feet; (2) North 56°22'27" East 59.71 feet; (3) North 89°57'20" East 160.25 feet; (4) North 75°39'09" East 46.05 feet; (5) North 09°30'00" West 150.30 feet; (6) North 09°33'27" East 81.26 feet; (7) North 30°45'00" East 142.00 feet; (8) North 89°26'50" East 282.30 feet to a point lying South 89°26'50" West 16.82 feet from the northeast corner of Lot 478 in said Holiday Addition - Thirteenth Section; thence North 00°33'10" West 160.00 feet; thence South 89°26'50" West 40.00 feet; thence North 00°33'10" West 82.73 feet to the south line of Founders Square North Parcel II, the plat of which is recorded as Instrument No. 73-44430 in the Office of said Recorder; thence South 89°26'50" West along the south line of said Founders Square North Parcel II a distance of 271.71 feet to the southeast corner of Founders Square North Parcel I recorded in said Instrument No. 73-44430; thence South 89°26'50" West along the south line of said Founders Square North Parcel I a distance of 171.00 feet to the southwest corner thereof, said point also being the southeast corner of a 1.067 acre tract also known as Founders Square North Parcel II, recorded as a portion of said Instrument No. 73-44430; thence the following four (4) courses along the east, south, and west lines of said 1.067 acre tract: (1) South 89°26'50" West 70.00 feet; (2) South 00°33'10" East 200.00 feet; (3) South 89°26'50" West 200.00 feet; (4) North 00°33'10" West 70.29 feet to a southeast corner of said Park North Section I; thence the following fifteen (15) courses along the east and south lines of said Park North Section I: (1) North 88°36'44" West 65.04 feet; (2) South 80°44'09" West 50.58 feet; (3) South 00°33'10" East 97.09 feet; (4) North 78°49'20" East 9.19 feet; (5) South 11°10'40" East 50.00 feet; (6) South 00°02'40" East 108.09 feet; (7) South 85°48'42" West 65.17 feet; (8) South 00°02'40" East 13.17 feet; (9) South 89°57'20" West 50.00 feet; (10) South 89°21'58" West 99.85 feet; (11) South 01°23'16" West 153.20 feet; (12) South 10°33'57" West 51.86 feet; (13) South 00°02'40" East 84.34 feet; (14) South 74°41'28" West 63.29 feet; (15) South 89°57'20" West 211.94 feet to the point of beginning, containing 11.82 acres, more or less; subject to highways, rights-of-way, and easements.

EXHIBIT "A"

870135117

APPROVED 11-23-87  
WASHINGTON TOWNSHIP ASSESSOR  
BY: David J. ... Real Estate Dep...

1430  
18

PLAT COVENANTS AND RESTRICTIONS  
**870135118**

The undersigned, PARK NORTH ASSOCIATES, an Indiana limited partnership (the "Developer"), is the owner of the real estate more specifically described in Exhibit A, attached hereto (the "Real Estate"). Developer intends to plat and subdivide the Real Estate as shown on the Final Plat for Park North - Section III, as hereafter recorded in the office of the Recorder of Marion County, Indiana (the "plat") and desires in such plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the plat (the "Subdivision") shall be known and designated as Park North - Section III, an addition in Marion County, Indiana. In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Park North, dated April 24, 1987, and recorded April 29, 1987, as Instrument No. 87-47462, 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 Park North Association, Inc. (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots 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. 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. There are areas of ground on the plat marked "Utility Easements" and "Drainage 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: (i) for 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 drainage system, either by surface

Nov 25 3 23 PM '87

72303627  
MARION COUNTY AUDITOR  
NOV 25 1987

PLAT

COPIABLE

drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in the Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the Utility Easement and Drainage 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. No permanent structures shall be erected or maintained upon said easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Utility Easements and Drainage Easements herein created and reserved.

3. There are areas of ground on the plat marked "Landscape Easements" which are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and the installation and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association, no permanent structure, including, without limitation, fences shall be erected or maintained in or upon said Landscape Easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Landscape Easements herein created and reserved.

4. There are areas of ground on the plat marked "Lake Easements." The Lake Easements are hereby created and reserved: (i) for the common use and enjoyment, subject to the rights of the Association to promulgate reasonable rules and regulations (not inconsistent with the provisions of the plat and the Declaration) governing such use and enjoyment, of the owners of only those lots in the Subdivision which are subject to the particular Lake Easement, (ii) for the use of Developer during the Development Period for access to and construction, management and control of retention and detention ponds or lakes and the installation, repair and replacement of improvements therein and thereon and (iii) for the use of the Association for access to and maintenance, management and control of retention and detention ponds or lakes and the installation, maintenance, repair and replacement of improvements therein and thereon. Except as installed by Developer or installed and maintained by the Association, no permanent structure or improvement shall be erected or maintained upon said Lake Easements. No swimming shall be permitted in the lakes or ponds located in and upon the Lake Easements. The owner of any lot in the Subdivision subject

870135118

to a Lake Easement may delegate, in accordance with the By-Laws of the Association and any reasonable rules and regulations promulgated from time to time by the Association, such owner's right of enjoyment of the Lake Easement appurtenant to such owner's lot, to family members, to a lessee or contract purchaser of such lot or to such owner's guests (and to no others). The owners of lots in the subdivision shall take and hold title to the lots subject to the Lake Easements herein created and reserved.

5. Building set-back lines are established on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than four (4) feet, with each lot having an aggregate side yard requirement of ten (10) feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.

6. 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 sufficient height to prevent obstruction of such sight line.

7. No residence constructed on a lot in the subdivision shall have less than eight hundred and fifty (850) square feet of floor area, exclusive of garages, carports, and open porches. The average size of structures within the entire subdivision shall be no less than nine hundred (900) square feet.

8. All lots in the subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any 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 attached garage, attached tool shed, attached 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.

LEGIBLE

9. No garage shall be erected on any lot in the Subdivision which is not permanently attached to the residence, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence.

10. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the Subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

11. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

12. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any lot in the Subdivision in open public view.

14. 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 the property for sale or rent, except Developer may use larger signs during the sale and development of the Subdivision.

15. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or 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. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

16. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

17. No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the Subdivision which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any lot.

18. Each driveway in the Subdivision shall be of concrete or asphalt material and shall not exceed in width the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway.

19. No antenna in the Subdivision shall exceed five (5) feet above a roof peak.

20. No satellite dishes shall be installed or permitted in the Subdivision.

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

22. All metal fencing used in the Subdivision must have a factory finish of either brown or black vinyl. No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthest back front corner of the residence. Fencing style and color shall be consistent with the Subdivision.

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

24. 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 and the streets.

25. All lots shall be accessed from the interior streets of the Subdivision. No access is permitted from 79th Street or Harcourt Road.

26. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in any Subdivision which is now or hereafter made subject to and annexed to the Declaration, 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 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 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 or carry out such covenants or restrictions.

27. The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority to enforce any covenants, commitments, restrictions or other

ORIGINAL FILED

limitations contained herein 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 provisions of the Subdivision Control Ordinance, 58-A0-3, as amended, or any conditions attached to approval of the plat by the Plat Committee.

28. These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) 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 of these covenants and restrictions shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

29. These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing paragraph 28) 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, or any part thereof, and on all persons or entities claiming under them, until January 1, 2007, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

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

31. Park North Associates, an Indiana limited partnership, does hereby plat, layoff and subdivide the attached described real estate into lots and easements as shown on the plat to be known as Park North Section III.

870135118



IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has herunto caused its name to be subscribed this 16<sup>th</sup> day of November, 1987.

PARK NORTH ASSOCIATES,  
an Indiana limited partnership

By: Davis Development -  
Park North, Inc., an Indiana  
corporation, its general partner

By Charles R. Davis  
Charles R. Davis, President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Charles R. Davis, the President of Davis Development - Park North, Inc., an Indiana corporation, the general partner of Park North Associates, and acknowledged the execution of this instrument on behalf of such corporation as the general partner of Park North Associates.

Witness my signature and Notarial Seal this 16<sup>th</sup> day of November, 1987.

Nancy L. Watts  
Notary Public  
Nancy L. Watts  
Printed Name

My Commission Expires:

6-22-90

I am a resident of

Madison  
County, Indiana.

This instrument was prepared by Mary K. Lisher, Baker & Daniels,  
810 Fletcher Trust Building, Indianapolis, Indiana 46204.

870135118

ORIGINAL RECORD

EXHIBIT "A"  
LAND DESCRIPTION  
PARK NORTH SECTION III

A part of the North Half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the northeast corner of said Half Quarter Section; thence South 89°26'50" West along the north line of said Half Quarter Section 2669.18 feet to the northwest corner of said Half Quarter Section; thence South 00°02'40" East along the west line of said Half Quarter Section 1052.67 feet to the southwest corner of Park North Section I, the plat of which is recorded as Instrument No. 87-47467 in the Office of the Recorder of Marion County, Indiana, said point also being the point of beginning; thence continuing South 00°02'40" East along said west line 283.84 feet to the southwest corner of said Half Quarter Section; thence North 89°21'58" East along the south line of said Half Quarter Section 373.02 feet to the west right-of-way line of Woodside Drive in Holiday Addition - Fifteenth Section, the plat of which was recorded July 9, 1963 as Instrument No. 40049 in the Office of the Recorder of Marion County, Indiana; thence the following five (5) courses along the west and north lines of said Holiday Addition - Fifteenth Section: (1) North 00°02'40" West along said west right-of-way line 217.01 feet to the northwest corner of the intersection of Woodside Drive and McCullough Drive; (2) North 89°21'58" East along the extended north right-of-way line of McCullough Drive 50.00 feet to the southwest corner of Lot 532 in said Holiday Addition - Fifteenth Section; (3) North 00°02'40" West along the west line of said Lot 532 a distance of 143.22 feet to the northwest corner of said Lot 532; (4) North 39°57'20" East 167.00 feet; (5) South 83°35'32" East 48.37 feet to the northwest corner of Lot 459 in Holiday Addition - Thirteenth Section, the plat of which was recorded July 11, 1962 as Instrument No. 61726 in the Office of said Recorder; thence the following eight (8) courses along the north and west lines of said Holiday Addition - Thirteenth Section: (1) North 87°03'20" East 115.34 feet; (2) North 56°22'27" East 59.71 feet; (3) North 89°57'20" East 160.25 feet; (4) North 75°39'09" East 46.05 feet; (5) North 09°30'00" West 150.30 feet; (6) North 08°33'27" East 81.26 feet; (7) North 30°45'00" East 142.00 feet; (8) North 89°26'50" East 282.30 feet to a point lying South 89°26'50" West 15.82 feet from the northeast corner of Lot 478 in said Holiday Addition - Thirteenth Section; thence North 00°33'10" West 160.00 feet; thence South 89°26'50" West 40.00 feet; thence North 30°33'10" West 82.73 feet to the south line of Founders Square North Parcel II, the plat of which is recorded as Instrument No. 73-44430 in the Office of said Recorder; thence South 89°26'50" West along the south line of said Founders Square North Parcel II a distance of 271.71 feet to the southeast corner of Founders Square North Parcel I recorded in said Instrument No. 73-44430; thence South 89°26'50" West along the south line of said Founders Square North Parcel I a distance of 171.00 feet to the southwest corner thereof, said point also being the southeast corner of a 1.067 acre tract also known as Founders Square North Parcel II, recorded as a portion of said Instrument No. 73-44430; thence the following four (4) courses along the east, south, and west lines of said 1.067 acre tract: (1) South 89°26'50" West 70.00 feet; (2) South 00°33'10" East 200.00 feet; (3) South 89°26'50" West 200.00 feet; (4) North 00°33'10" West 70.29 feet to a southeast corner of said Park North Section I; thence the following fifteen (15) courses along the east and south lines of said Park North Section I: (1) North 88°36'44" West 65.04 feet; (2) South 80°44'09" West 50.58 feet; (3) South 00°33'10" East 97.09 feet; (4) North 78°49'20" East 9.19 feet; (5) South 11°10'40" East 50.00 feet; (6) South 00°02'40" East 108.09 feet; (7) South 85°48'42" West 65.17 feet; (8) South 00°02'40" East 15.17 feet; (9) South 89°57'20" West 50.00 feet; (10) South 89°21'58" West 99.85 feet; (11) South 01°23'16" West 153.20 feet; (12) South 10°33'57" West 51.86 feet; (13) South 00°02'40" East 84.34 feet; (14) South 74°41'28" West 63.29 feet; (15) South 89°57'20" West 211.94 feet to the point of beginning, containing 11.82 acres, more or less; subject to highways, rights-of-way, and easements.

870135118

EXHIBIT "A"

CROSS REFERENCE

CURTIS L. COONROD  
MARION COUNTY ASSessor

Nov 17 08 034651

DULY ENTERED FOR  
TAXES

APPROVED 11-17-88  
WASHINGTON TOWNSHIP ASSESSOR  
BY: Allen J. J. J. Real Estate Deputy

SECOND SUPPLEMENT TO  
DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF PARK NORTH  
880117327

CROSS REFERENCE  
9.50  
4

This Second Supplement to Declaration of Covenants, Conditions and Restrictions of Park North ("Second Supplement") is made this 17th day of November, 1988, by PARK NORTH ASSOCIATES, an Indiana limited partnership ("Park North Associates").

Recitals

1. Park North Associates is the owner of certain real estate more particularly described in Exhibit A attached hereto and by reference made a part thereof (the "Additional Real Estate").

2. Davis Development - Park North, Inc., an Indiana corporation (the "Corporation"), executed that certain Declaration of Covenants, Conditions and Restrictions of Park North on April 24, 1987, and recorded the same on April 29, 1987, as Instrument No. 87-47462, in the office of the Recorder of Marion County, Indiana (the "Declaration").

3. By written instrument dated NOVEMBER 16th, 1987, and recorded NOVEMBER 23, 1987, in the office of the Recorder of Marion County, Indiana, as Instrument No. 87-135116, the Corporation assigned to Park North Associates all of the Corporation's right, privileges, duties, obligations, responsibilities and liabilities as the "Developer" (as such term defined in the Declaration) under the Declaration.

4. Among the rights reserved to the Developer in said Declaration is the right from time to time, acting alone, to subject certain additional real estate located within the tract described in Exhibit B to the Declaration to the provisions of the Declaration by execution and recordation in the office of the Recorder of Marion County, Indiana, of a supplemental declaration so annexing all or any part of such real estate to the "Real Estate" (as such term is defined in the Declaration).

5. Park North Associates, by that certain First Supplement to Declaration of Covenants, Conditions and Restrictions of Park North dated NOVEMBER 16th, 1987, and recorded NOVEMBER 23, 1987, as Instrument No. 87-135117 in the office of the Recorder of Marion County, Indiana (the "First Supplement"), has heretofore annexed a part of the tract described in Exhibit B to the Declaration to the Real Estate.

6. The Additional Real Estate (as described in Exhibit A attached hereto) also constitutes a part of the tract described in Exhibit B to the Declaration.

7. Park North Associates, by this Second Supplement, desires to annex the Additional Real Estate (as described in Exhibit A attached hereto) to the Real Estate.

RECEIVED FOR RECORD

88 NOV 17 PM 4:13

REC'D BY ANCHUR IN  
MARION COUNTY RECORDER

NOW, THEREFORE, Park North Associates, in accordance with the rights reserved to Developer in the Declaration, makes this Second Supplement as follows:

1. Definitions. All terms used in this Second Supplement with initial capital letters (and not otherwise defined in this Second Supplement) shall have the same meanings herein as in the Declaration (as the same has been or may be amended or supplemented from time to time as therein provided). Accordingly, the Additional Real Estate shall hereafter for all purposes be included in the definition of Real Estate in the Declaration.

2. Second Supplement to Declaration. Park North Associates hereby expressly declares that the Additional Real Estate, together with all improvements of every kind and nature whatsoever located thereon, shall be annexed to the Real Estate and be subject to the provisions of the Declaration (as the same has been or may be amended or supplemented from time to time as therein provided); and the Real Estate is hereby expanded to include the Additional Real Estate, all as if the same had originally been included in the Declaration. The Additional Real Estate shall be hereafter held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to all of the provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens of the Declaration (as the same has been or may be amended or supplemented from time to time as therein provided).


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

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

IN WITNESS WHEREOF, this Second Supplement has been executed by Park North Associates as of the date first above written.

PARK NORTH ASSOCIATES,  
an Indiana limited partnership

By: DAVIS DEVELOPMENT - PARK  
NORTH, INC., an Indiana  
corporation, its general partner

By:   
Dean S. Ziegler,  
Senior Vice-President

880117327

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Dean S. Ziegler, the Senior Vice-President of Davis Development - Park North, Inc., an Indiana corporation, the general partner of PARK NORTH ASSOCIATES, an Indiana limited partnership, who acknowledged the execution of the foregoing Second Supplement to Declaration of Covenants, Conditions and Restrictions of Park North for and on behalf of said corporation as the general partner of PARK NORTH ASSOCIATES.

WITNESS my hand and Notarial Seal this 17th day of November, 1988.

Kimberly J. Hutchinson  
Notary Public

Kimberly J. Hutchinson  
Printed Name

My commission expires:  
2-1-91

I am a resident of  
Wendrich County, Indiana.

This instrument was prepared by Mary K. Lisher, Baker & Daniels, 810 Fletcher Trust Building, Indianapolis, Indiana 46204.

880117327

EXHIBIT "A"  
LEGAL DESCRIPTION  
FOR  
PARK NORTH SECTION II.

Land being part of the north half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the north line of said Half Quarter Section South  $85^{\circ}26'58''$  West 1806.71 feet from the northeast corner of said Half Quarter Section, said point being the northwest corner of Founders Square North, the plat of which is recorded as Instrument No. 73-44430 in the Office of the Recorder of said County; thence on the following two courses along the westerly and northerly line of said Founders Square North: 1) South  $80^{\circ}33'18''$  East 319.27 feet; 2) South  $89^{\circ}26'58''$  West 226.66 feet to the east line of Park North Section I, the plat of which is recorded as Instrument No. 87-47467 in the Office of the Recorder of said county; thence on the following four courses along the east line of said Park North Section I: 1) North  $80^{\circ}33'18''$  West 98.51 feet; 2) North  $83^{\circ}26'58''$  East 50.00 feet; 3) North  $86^{\circ}33'18''$  West 19.69 feet; 4) North  $80^{\circ}33'18''$  West 169.51 feet to the North line of said Northeast Quarter; thence South  $89^{\circ}26'58''$  West along said North line 242.82 feet to the Point of Beginning, containing 1.72 acres, more or less, subject to highways, rights-of-way and easements.

EXHIBIT "A"

880117327

APPROVED 11-17-88  
WASHINGTON Trustee ASSASSOR  
BY: John L. Williams Real Estate Deputy

PLAT COVENANTS AND RESTRICTIONS

**880117328**

1450  
(8)

The undersigned, PARK NORTH ASSOCIATES, an Indiana limited partnership (the "Developer"), is the owner of the real estate more specifically described in Exhibit A attached hereto (the "Real Estate"). Developer intends to plat and subdivide the Real Estate as shown on the Final Plat for Park North - Section II, as hereafter recorded in the office of the Recorder of Marion County, Indiana (the "plat") and desires in such plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the plat (the "Subdivision") shall be known and designated as Park North - Section II, an addition in Marion County, Indiana. In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Park North, dated April 24, 1987, and recorded April 29, 1987, as Instrument No. 87-47462, in the office of the Recorder of Marion County, Indiana, as the same has been or may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of Park North Association, Inc. (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots 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. 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. There are areas of ground on the plat marked "Utility Easements" and "Drainage 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: (i) for 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

RECORDED FOR RECORD  
88 NOV 17 PM 4:12

11-17-88  
099460  
MARION COUNTY RECORDS  
11-17-88

drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) for the use of the Association and the Department of Public Works of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in the Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the Utility Easement and Drainage 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. No permanent structures shall be erected or maintained upon said easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Utility Easements and Drainage Easements herein created and reserved.

3. There are areas of ground on the plat marked "Landscape Easements" which are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and the installation and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association, no permanent structure, including, without limitation, fences shall be erected or maintained in or upon said Landscape Easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Landscape Easements herein created and reserved.

4. There are areas of ground on the plat marked "Lake Easements." The Lake Easements are hereby created and reserved: (i) for the common use and enjoyment, subject to the rights of the Association to promulgate reasonable rules and regulations (not inconsistent with the provisions of the plat and the Declaration) governing such use and enjoyment, of the owners of only those lots in the Subdivision which are subject to the particular Lake Easement, (ii) for the use of Developer during the Development Period for access to and construction, management and control of retention and detention ponds or lakes and the installation, repair and replacement of improvements therein and thereon and (iii) for the use of the Association for access to and maintenance, management and control of retention and detention ponds or lakes and the installation, maintenance, repair and replacement of improvements therein and thereon. Except as installed by Developer or installed and maintained by the Association, no permanent structure or improvement shall be erected or maintained upon said Lake Easements. No swimming shall be permitted in the lakes or ponds located in and upon the Lake Easements. The owner of any lot in the Subdivision subject



to a Lake Easement may delegate, in accordance with the By-Laws of the Association and any reasonable rules and regulations promulgated from time to time by the Association, such owner's right of enjoyment of the Lake Easement appurtenant to such owner's lot, to family members, to a lessee or contract purchaser of such lot or to such owner's guests (and to no others). The owners of lots in the Subdivision shall take and hold title to the lots subject to the Lake Easements herein created and reserved.

5. Building set-back lines are established on the plat. No building or structure shall be erected or maintained between said set-back lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than four (4) feet, with each lot having an aggregate side yard requirement of ten (10) feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.

6. 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 sufficient height to prevent obstruction of such sight line.

7. No residence constructed on a lot in the Subdivision shall have less than eight hundred and fifty (850) square feet of floor area, exclusive of garages, carports, and open porches. The average size of structures within the entire Subdivision shall be no less than nine hundred (900) square feet.

8. All lots in the Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Marion County, Indiana. No structure shall be erected, altered, placed or permitted to remain on any 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 attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

9. No garage shall be erected on any lot in the Subdivision which is not permanently attached to the residence, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence.

10. No trailers, shacks, outhouses, detached storage sheds or tool sheds of any kind shall be erected or situated on any lot in the Subdivision, except that used by a builder during the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the building.

11. No trailer, shack, tent, boat, basement, garage or other outbuilding may be used at any time as a residence, temporary or permanent; nor may any structure of a temporary character be used as a residence.

12. No farm animals, fowls or domestic animals for commercial purposes shall be kept or permitted on any lot or lots in the Subdivision. No noxious, unlawful, or otherwise offensive activity shall be carried out on any lot in the Subdivision; nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

13. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any lot in the Subdivision in open public view.

14. No sign of any kind shall be displayed to the public view on any lot, except that one sign of not more than six (5) square feet may be displayed at any time for the purpose of advertising the property for sale or rent, except Developer may use larger signs during the sale and development of the Subdivision.

15. No lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage or 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. All rubbish, garbage or other waste shall be regularly removed from a lot and shall not be allowed to accumulate thereon.

16. Any gas or oil storage tanks used in connection with a lot shall be either buried or located in a garage or house such that they are completely concealed from public view.

17. No private or semi-private water supply and/or sewage disposal system may be located upon any lot in the Subdivision which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other method of sewage disposal shall be located or constructed on any lot.

18. Each driveway in the Subdivision shall be of concrete or asphalt material and shall not exceed in width the side boundaries of the garage. No additional parking shall be permitted on a lot other than the existing driveway.

19. No antenna in the Subdivision shall exceed five (5) feet above a roof peak.

20. No satellite dishes shall be installed or permitted in the Subdivision.

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

22. All metal fencing used in the Subdivision must have a factory finish of either brown or black vinyl. No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthest back front corner of the residence. Fencing style and color shall be consistent with the Subdivision.

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

24. 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 and the streets.

25. All lots shall be accessed from the interior streets of the Subdivision. No access is permitted from 79th Street or Harcourt Road.

26. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association, any person or entity having any right, title or interest in the Real Estate (or any part thereof), or any person or entity having any right, title or interest in a lot in any Subdivision which is now or hereafter made subject to and annexed to the Declaration, 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 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 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 or carry out such covenants or restrictions.

27. 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 herein 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 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. These covenants and restrictions may be amended at any time by the then owners of at least two-thirds (2/3) 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 of these covenants and restrictions shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Marion County, Indiana.

29. These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing paragraph 28) 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, or any part thereof, and on all persons or entities claiming under them, until January 1, 2007, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then owners of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

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

31. Park North Associates, an Indiana limited partnership, does hereby plat, layoff and subdivide the attached described real estate into lots and easements as shown on the plat to be known as Park North Section II.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 17th day of November, 1988.

PARK NORTH ASSOCIATES,  
an Indiana limited partnership

By: Davis Development -  
Park North, Inc., an Indiana  
corporation, its general partner

By: *Dean S. Ziegler*  
Dean S. Ziegler  
Senior Vice-President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Dean S. Ziegler, the Senior Vice-President of Davis Development - Park North, Inc., an Indiana corporation, the general partner of Park North Associates, and acknowledged the execution of this instrument on behalf of such corporation as the general partner of Park North Associates.

Witness my signature and Notarial Seal this 17th day of November, 1988.

*Kimberly J. Hutchinson*  
Notary Public  
Kimberly J. Hutchinson  
Printed Name

My Commission Expires:  
2-1-91

I am a resident of  
Franklin  
County, Indiana.

This instrument was prepared by Mary K. Lisher, Baker & Daniels,  
810 Fletcher Trust Building, Indianapolis, Indiana 46204.

EXHIBIT "A"  
LEGAL DESCRIPTION  
FOR  
PARK NORTH SECTION II

Land being part of the north half of the Northeast Quarter of Section 28, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the north line of said Half Quarter Section South 89°26'50" West 1896.71 feet from the northeast corner of said Half Quarter Section, said point being the northwest corner of Founders Square North, the plat of which is recorded as Instrument No. 73-44430 in the Office of the Recorder of said County; thence on the following two courses along the westerly and northerly line of said Founders Square North: 1) South 88°33'18" East 319.27 feet; 2) South 89°26'50" West 226.66 feet to the east line of Park North Section I, the plat of which is recorded as Instrument No. 87-47467 in the Office of the Recorder of said county; thence on the following four courses along the east line of said Park North Section I: 1) North 88°33'18" West 98.51 feet; 2) North 83°26'50" East 50.00 feet; 3) North 86°33'18" West 19.69 feet; 4) North 88°33'18" West 169.51 feet to the North line of said Northeast Quarter; thence South 89°26'50" West along said North line 242.82 feet to the Point of Beginning, containing 1.72 acres, more or less, subject to highways, rights-of-way and easements.

EXHIBIT "A"

880117328