

Document to be re-recorded because of an error in legal descriptions attached hereto as Exhibit A and Exhibit C.

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INDENTURE OF RESTRICTIONS BY
GREATER INDIANAPOLIS DISCIPLES HOUSING, INC.

This Indenture of Greater Indianapolis Disciples Housing, Inc., an Indiana not for profit corporation (hereinafter "GIDHI"), made this 19th day of January, 1987,

WITNESSETH THAT:

WHEREAS, GIDHI presently owns certain real property located in Marion County, Indiana and more particularly described in Exhibit A attached hereto; and

WHEREAS, GIDHI intends, on that portion of the Property described in Exhibit B, to construct independent living apartments together with related social, recreational, dining and other facilities, all designed to meet the special needs of older adults and permit them to live independent lives; and

WHEREAS, GIDHI will sell that portion of the Property described in Exhibit C to Robin Run Homes, Inc. which will undertake to develop, construct, and sell homes specifically designed to meet the needs of older adults and permit them to live independent lives; and

WHEREAS, GIDHI intends to construct and operate the independent living apartments and related facilities in a manner designed to provide housing, social and recreational services, access to emergency medical care, and financial security for the older adult residents of those facilities and, in order to meet the special needs of those persons owning the homes constructed by Robin Run Homes, Inc., also intends to make such social and recreational services, dining and other facilities and access to emergency medical care available to them.

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NOW, THEREFORE, GIDHI subjects the Property to this Indenture of Restrictions, as hereinafter set forth.

ARTICLE I
Definitions

Section 1. GIDHI. "GIDHI" shall mean Greater Indianapolis Disciples Housing, Inc., an Indiana not for profit corporation, its successors and assigns.

Section 2. Robin Run Homes. "Robin Run Homes" shall mean Robin Run Homes Inc., an Indiana not for profit corporation, its successors and assigns.

Section 3. Property. "Property" shall mean the real property which is described in Exhibit A, together with such other real property as GIDHI may, at any time, subject to the terms of this Indenture.

Section 4. Central Property. "Central Property" shall mean that portion of the Property which is described in Exhibit B.

Section 5. Surrounding Property. "Surrounding Property" shall mean that portion of the Property other than the Central Property described in Exhibit B. The Surrounding Property is to be sold to Robin Run Homes for the development, construction and sale of Homes (hereinafter defined). The Surrounding Property is described in Exhibit C.

Section 6. Indenture. "Indenture" shall mean this instrument as the same may be amended from time to time.

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Section 7. Robin Run Village. "Robin Run Village" shall mean the Property and all buildings, improvements and facilities located on the Property (including the Surrounding Property) and any additional real property which may, in the future, be subjected to the terms of this Indenture.

Section 8. Home. "Home" shall mean a single family residential unit specifically designed to meet the special needs of older adults which is constructed on any Lot (hereinafter defined).

Section 9. Lot. "Lot" shall mean the real property upon which a Home is or will be constructed and which will be sold together with the Home. Each Lot will be identified on the Plat (hereinafter defined) to be filed by Robin Run Homes.

Section 10. Common Areas. "Common Areas" shall mean all of the Surrounding Property exclusive of the Lots and streets dedicated to public use and shall include, but not be limited to, open areas, streets not dedicated to public use, parking areas, and easements together with such improvements and facilities as may, from time to time, be constructed or located on such Surrounding Property.

Section 11. Common Facilities. "Common Facilities" shall be those which from time to time are designated as such by Rules and Regulations from time to time adopted by GIDHI with respect to Robin Run Village. Such Common Facilities may include, but not by way of limitation, food preparation, cafeteria or dining facilities, meeting facilities, recreational and social facilities, hobby and craft rooms, barber and beauty shop facilities, maintenance and service facilities, and facilities for religious worship constructed anywhere on the Property and which are used for the benefit of

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or made available for the use of all Occupants (hereinafter defined) as well as for other persons residing in Robin Run Village.

Section 12. Plat. "Plat" shall mean that document to be filed for record in the Recorder's Office for Marion County, Indiana, and which will plat into Lots a portion of the Property described in Exhibit A. Said Plat, to be prepared by Cole & Associates and certified by Rollin E. Farrard, is hereby incorporated by reference.

Section 13. Owner. "Owner" shall mean the person(s), firm(s) or corporation(s), except Robin Run Homes, who may, from time to time, own a Lot subject to this Indenture which is improved with a Home.

Section 14. Occupant. "Occupant" shall mean any individual who, in accordance with the covenants and restrictions of this Indenture, resides in a Home.

Section 15. Committee. "Committee" shall refer to an Architectural Committee consisting of at least three (3) members who shall be appointed by GIDHI.

ARTICLE II
Binding Effect

Section 1. Persons Bound. All persons, Firms, corporations, or other entities who now or shall hereafter acquire any interest in any portion of the Property (including any Lot) shall be taken to hold, agree, and covenant with GIDHI and all future owners of any portion of the Property (including any Lot) and with their heirs, successors, and assigns, to

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conform to and observe the restrictive covenants and conditions set forth in this Indenture.

Section 2. Rules and Regulations. To insure the creation and maintenance of a living area specifically designed to meet the needs of older adults, all Owners and Occupants and any other person, firm, or corporation using the Property, or any facilities or improvements located on the Property, shall be subject to the Rules and Regulations, from time to time adopted by GIDHI with respect to Robin Run Village, and shall use the Property and any improvements, structures or facilities erected thereon in compliance with such Rules and Regulations of Robin Run Village.

Section 3. Additional Property. GIDHI may, at any time, subject other real property to the terms of this Indenture.

Section 4. Performance of Duties and Obligations. GIDHI may, at any time, contract with any other corporation, person, or entity to operate and maintain Robin Run Village and to fulfill any obligation imposed on GIDHI under the terms of this Indenture. GIDHI is not hereby prohibited from (i) selling the Surrounding Area to Robin Run Homes for the construction of Homes as herein described, (ii) selling or otherwise transferring or conveying to any entity or person (regardless of consideration received), subject to all of the duties, rights and obligations imposed upon it by this Indenture, all or any portion of the Property to which it may, from time to time, hold title, or (iii) encumbering, by deed of trust, mortgage, or otherwise, all or any portion of the Property to which it may, from time to time, hold title, in order to secure any loan or other obligation incurred. In the event of a sale, transfer, or conveyance of any portion of the Property, and the full assumption by the transferee of the duties and obligations imposed upon GIDHI under the terms of this Indenture, GIDHI shall be relieved of all such duties and obligations.

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ARTICLE III

Leases

A lease of a Home shall, in addition to all the other covenants and conditions of this Indenture, be permitted only in accordance with the following provisions.

Section 1. Approval by GIDHI. Any lease of a Home shall be in writing, in a form prescribed by GIDHI, and shall be approved, in writing, by GIDHI prior to occupancy of such Home by the lessee. Such lease shall specifically state that the lessee must comply with all of the covenants and conditions of this Indenture applicable to Occupants and contain such other conditions as GIDHI may reasonably require. GIDHI may withhold its approval of any lease for any reason related to the covenants and conditions of this Indenture and the general purposes of the operation of Robin Run Village.

Section 2. Incorporation of Indenture. Any lease of a Home must incorporate, by reference, all of the covenants and conditions of this Indenture and must state as limitations on the use and occupancy of the Home all such covenants and conditions as they are imposed by this Indenture.

Section 3. Subleasing. Subleasing of any Home shall not be permitted and must be prohibited by the terms of any lease of a Home.

Section 4. Additional Terms. Any lease of a Home shall contain such additional terms as GIDHI requests for the reasonable administration of Robin Run Village, enforcement of this Indenture, or the well-being of other Owners and Occupants.

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Section 5. Holder to Remain Obligated. No lease of a Home, or approval of such lease by GIDHI shall release the Owner(s) of such Home from the covenants, conditions and obligations of this Indenture. The Owner(s) shall be liable for any fees, monthly service charges, other assessments, penalties and interest which may be assessed with respect to the use and occupancy of such Home as well as attorneys' fees and court costs incurred by GIDHI in collection.

Section 6. Use of Robin Run Village By Owner. If an Owner leases a Home, such Owner shall have no right as an Owner of such Home to use or have access to any services and facilities made available to Occupants by Robin Run Village except for access to such Home for inspection or display purposes, to the extent stated in such lease, and except to the extent and upon such conditions that such services and facilities are generally available to guests.

ARTICLE IV
Occupancy and Use Restrictions

Section 1. Minimum Age of Occupants. No person under the age of 55 years shall be an Occupant except, with the express written approval of GIDHI, if (i) such person is residing in a Home with a spouse who is at least 55 years of age, or (ii) such person is the surviving spouse of an Occupant and such surviving spouse was married to and lived with such Occupant as a resident of such Home at the time of the death of such Occupant.

Section 2. Qualification of Occupant. In addition to the restrictions stated in Section 1, only the following may be an Occupant of a Home: (i) an Owner, (ii) a lessee under a lease executed by an Owner as lessor pursuant to the covenants and

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conditions of this Indenture, (iii) the spouse of either of them, or (iv) with the express written permission of GIDHI, another relative of either of them.

Section 3. Occupancy Restriction. Without the express prior written approval of GIDHI, no more than two persons shall be permitted to occupy a Home.

Section 4. Independent Living Requirement. Occupancy of a Home and the rights of Occupants set forth in this Indenture are based upon the principle of independent living, whereunder each Occupant assumes total responsibility for his or her own care, health, and maintenance. Prior to the transfer of the title to a Lot on which a Home is constructed to the prospective Owner(s) or the lease of the Home on such Lot, GIDHI shall verify that each such prospective Owner or lessee is capable of independent living. In the event that GIDHI, in its sole discretion, determines that each such prospective Owner of such Lot or lessee of the Home on such Lot is not capable of independent living, GIDHI shall have the absolute right to prevent the transfer of title to such Lot to said prospective Owner(s) or to withhold its approval of such lease as provided in Section 1 of ARTICLE III.

Section 5. Right to Remove. GIDHI shall have the right by all available remedies at law or in equity to compel the removal from a Home of any person violating any of the occupancy and use restrictions herein stated, or to remove any person residing in a Home in violation of any covenant or condition of this Indenture and shall be entitled to collect court costs and reasonable attorneys' fees for such action(s) from the Owner(s) of any Home from which such person is so removed.

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ARTICLE V
Right of First Refusal

First Refusal to GIDHI. If an Owner, other than Robin Run Homes, shall desire, at any time, to sell or give a Lot, or lease a Home, the Owner shall first give GIDHI at least thirty (30) days prior written notice of the proposed sale, gift or lease, including the name(s) of the buyer(s), donee(s) or lessee(s) and all of the terms of the proposed transaction. Except for a gift transaction for no consideration, GIDHI shall have the right to purchase such Lot or lease such Home, upon the same terms as those contained in such notice. If GIDHI shall fail to exercise such right of refusal prior to the expiration of thirty (30) days from the date of its receipt of such notice, such right shall expire and the Owner may proceed to sell such Lot or lease such Home upon such terms as were contained in said notice. Any material change in such terms or a new proposal of any sort must be resubmitted to GIDHI in accordance with the above provisions, even if GIDHI has not chosen to exercise its option hereunder as to any previous proposals.

GIDHI's failure to exercise its right of refusal as to any transaction shall not constitute an approval or satisfaction of any of the terms of such transaction which may be a violation of this Indenture, and GIDHI shall retain any rights which it may have under this Indenture to approve or disapprove any proposed sale of a Lot or lease of a Home and to enforce all of the other restrictions, conditions, obligations, covenants and easements contained in this Indenture.

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ARTICLE VI

Fees, Assessments and Enforcement

Section 1. Fee Charges and Assessments. GIDHI shall have the right to assess to the Owner(s) of each Lot, and Owner(s) covenant(s) to pay such fees, charges, and assessments as may be reasonably necessary for the operation of Robin Run Village and the services provided to Owners and Occupants. These fees, charges and assessments shall include, but not be limited to, the following:

A. Application Fee. There shall be a one time Application Fee assessed against the prospective Owner(s) of a Lot. The Application Fee shall be in an amount to be determined from time to time by GIDHI and shall be used by GIDHI to verify that each prospective Owner meets the requirements of Section 4 of Article IV regarding independent living. In the event that GIDHI should determine that each prospective Owner is not capable of independent living and, as a result, title to a lot is not transferred to such prospective Owner(s), sixty percent of the application fee paid shall be refunded to the prospective Owner(s).

In the case of the purchase of a Lot from Robin Run Homes Inc., the Application Fee shall be due from the prospective Owner(s) at the time of the execution of the Purchase Agreement. In the case of any other sale, conveyance, or other transfer of a Lot (regardless of consideration received), the Application Fee shall be due from the prospective Owner at least thirty (30) days prior to the date on which title to the Lot is transferred to the prospective Owner. There shall be no Application Fee due upon (i) transfer of title to a Lot to GIDHI or any successor or assign of GIDHI or (ii) transfer of title by reason of death of the (sole or surviving) Owner if,

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within one year following such death, GIDHI receives an Application Fee with respect to such Lot as a result of a sale or other transfer following such transfer upon death. If said Application Fee is not so received within such period, such fee shall be due and payable from the estate, personal representative, beneficiary, heir, or other person or entity then holding or entitled to hold title to such Lot.

B. Monthly Service Fee. A Monthly Service Fee, in such amount as GIDHI shall determine, shall be assessed to and be payable by the Owner(s) of each Lot on which a Home is constructed in order to enable GIDHI to administer, operate, maintain, and provide the facilities and services either required or authorized by this Indenture, and to provide for the replacement and expansion of improvements and facilities in Robin Run Village as the need occurs. The Monthly Service Fee shall be payable in accordance with the following provisions:

(i) The Monthly Service Fee shall be due from the Owner(s) of each Lot, monthly, in advance, beginning with the date upon which the Owner(s) take title to a Lot, and payable for every monthly period or portion thereof, thereafter, until the date of transfer of the title to such Lot into a name not including the name of such Owner(s).

(ii) The Owner(s) of each Lot shall be required to pay the Monthly Service Fee to GIDHI, regardless of who, or if anyone, occupies the Home.

(iii) The Monthly Service Fee with respect to each Lot will be established as closely as possible to the pro-rata actual cost of administration, maintenance, repair, replacement and services provided under this Indenture together with costs otherwise incurred in administering and operating Robin Run

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Village and charges for other special services performed with respect to such Lot or the Owner(s) of such Lot and reasonable reserves for capital replacement and operation. The Monthly Service Fee shall include, but not be limited to, the following:

(a) The cost of all maintenance to Homes and the Lots on which such Homes are located provided in accordance with Section 2 of Article XI and all or a portion (as determined by GIDHI from time to time) of the cost of other services performed or provided in accordance with Section 2 of Article XI.

(b) All or a portion (as determined by GIDHI from time to time) of the cost of the maintenance, service, expansion and improvement of the Common Facilities and the cost of providing health, recreational, religious and social services, all as described in Section 1 of Article XI.

(c) All or a portion (as determined by GIDHI from time to time) of the costs of all utilities of any kind for Common Areas, and Common Facilities.

(d) All or a portion (as determined by GIDHI from time to time) of the cost of public liability and fire and extended coverage insurance and other insurance required or advisable in connection with the operation of Common Areas, and Common Facilities, as well as in connection with the overall operation of Robin Run Village.

(e) All or a portion (as determined by GIDHI from time to time) of taxes or payments in lieu of taxes, if any, applicable to Common Areas, and Common Facilities.

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(f) All or a portion (as determined by GIDHI from time to time) of management and other personnel costs incurred in the operation and administration of Robin Run Village.

(g) All or a portion (as determined by GIDHI from time to time) of the costs of providing and maintaining any administrative or service offices or buildings necessary in connection with the operation and administration of Robin Run Village.

(h) Reasonable amounts as reserves for depreciation, capital replacement, and operation.

(i) The cost of special services performed for an Owner or Occupant. ®

(j) All or a portion (as determined by GIDHI from time to time) of such other costs as may normally be associated with the maintenance and operation of Robin Run Village.

C. Special Use Fees. As provided in Article XI, Section 1, Special Use Fees for the actual use of certain facilities and services shall be determined by GIDHI and assessed monthly to and be paid by the Owner(s) of any Home occupied by an Occupant who has actually used such facilities or services.

D. Rental Fee. The Owner(s) of any Lot who leases a Home to another individual shall be assessed and shall pay an initial fee which shall be used by GIDHI to permit it to verify that each prospective lessee meets the requirements of Section 4 of ARTICLE IV regarding independent living and shall also pay

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a monthly fee sufficient to cover the expenses and costs incurred by GIDHI as a result of said Lease. The amount of said fee shall be determined by GIDHI from time to time.

E. Penalties and Interest. GIDHI may assess to the Owner(s) of each Lot a penalty, not to exceed twenty (20%) percent of the amount of any fee, charge, or assessment which is not paid within thirty (30) days of the date due. In addition, each unpaid fee, charge or assessment, together with any penalty assessed, shall bear interest, from the due date of such fee, charge or assessment and the assessment date of such penalty, at a rate which is two percentage points above the prime annual lending rate of interest from time to time charged by the largest commercial banking institution located in the City of Indianapolis, Indiana. This interest shall constitute an additional assessment to be paid by the Owner(s) required to pay such fee, charge, assessment or penalty.

F. Use of Fees Charges and Assessments. Any fee, charge, assessment, penalty, or interest assessed or charged may be used, in GIDHI's sole discretion, for any purpose of GIDHI in connection with the operation, capital replacement, and maintenance of Robin Run Village.

Section 2. Enforcement. All fees, charges and assessments, together with any penalties and interest, shall be the personal obligation of the Owner(s) of the Lot subject to such fee, charge, assessment, penalty or interest, and shall also constitute a continuing lien on such Lot. Collection of fees, charges, and assessments together with penalties and interest may be enforced by:

A. Lawsuit and execution of judgment against the Owner(s) personally obligated, or

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B. Lawsuit to foreclose the lien against the Lot upon which the fee or assessment is imposed.

C. Any other remedy available at law or in equity.

The lien of the fee, charge, or assessment shall be subordinate to the lien of any first mortgage or first deed of trust theretofore or thereafter placed upon the Lot which is subject to the fee, charge, or assessment. The transfer of title to any Lot upon which there is an unpaid fee, charge, assessment, penalty or interest, shall not relieve said Lot from the liability of the lien which shall run with the title to the Lot.

Section 3. Failure to Occupy Home or Utilize Services. Failure of the Owner(s) of a Lot to occupy the Home on such Lot, to utilize the facilities of Robin Run Village, or to accept the services provided by Robin Run Village, shall not relieve said Owner(s) from liability for the fees, charges or assessments.

ARTICLE VII

Architectural Control

No building, fence, wall, or other structure shall be commenced, erected or maintained within Robin Run Village (including upon any Lot) nor shall any changes or alterations be made to the exterior, or any structural changes be made to the interior of any Home or other buildings, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and locations of the same shall have been submitted, in writing, to, and approved, in writing, by GIDHI, or by the Committee. In the event such plans and specifications are not approved or disapproved within

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forty-five (45) days after submission, approval shall be deemed to have been given and the requirements of this Article shall be deemed to have been met.

ARTICLE VIII

Easements

Use and Grant of Easements. GIDHI shall have the right, at any time, to use, have access to, and to create, grant and convey easements upon, across, over, and under any portion or all of the Property. Such easements shall include, but not be limited to, the following:

A. Utility Easements. Lines, pipes, conduits, meters and other facilities (hereafter referred to as "utility lines") which have been or will be installed for the purpose of providing sewage, electricity, gas, water, telephone, television and other services to Homes and other improvements and facilities. One or more such utility lines may serve several lots. To insure that such utility lines may be installed, kept, maintained, restored, repaired and replaced, GIDHI hereby establishes and reserves to itself, its successors and assigns, and to the Owner(s) from time to time of each Lot, the following easements:

(i) An easement to install, keep, maintain, restore, repair and replace any such utility line over, under, and across the Property (including any Lot); and

(ii) An easement for ingress and egress over, under and across the Property (including any Lot) for the purpose of maintaining, restoring, repairing or replacing any utility line and for the purpose of reading any meter installed with respect to any utility line.

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The exercise of the easements so reserved shall be subject to the following terms and conditions:

(a) If, in order to maintain, restore, repair, or replace a utility line which serves only one Lot, it becomes necessary to break through walls, excavate or otherwise damage any other Lot, Home or any Common Area or Common Facility, such damages shall be repaired and such Lot, Home, Common Area, or Common Facility shall be restored to its former condition at the expense of the Owner whose Lot is served by such utility line.

(b) If it becomes necessary to maintain, restore, repair, or replace a utility line which serves more than one Lot, then the cost of such maintenance, restoration, repair or replacement, and the cost to repair and restore to its former condition any other Lot or Home or any Common Area or Common Facility damaged shall be shared equally by the Owners of the Lots served by such utility line, except that where the maintenance, restoration, repair or replacement of a utility line serving two or more Lots is made necessary by the negligent or willful act (as determined by GIDHI) of the Owner(s) of a single Lot or Occupant(s) leasing from such Owner(s) or the family, licensees or invitees of such Owner(s) or Occupant(s), then the full cost of such maintenance, restoration, repair or replacement including the cost to repair and restore to its former condition any other Lot or Home or any Common Area, or Common Facility shall be borne by such Owner.

B. Easements for Minor Encroachments. If any portion of an adjoining Home or other improvement as originally constructed by Robin Run Homes or by a builder on behalf of Robin Run Homes, encroaches on another Lot, or on any Common

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Area, a valid easement for said encroachment, and for the maintenance of the same, shall exist for so long as the encroaching Home or other improvement remains standing. In the event that any Home or other improvement as originally constructed is partially or totally destroyed and then reconstructed, minor encroachments on an adjoining Lot or Common Area or other improvement of no greater magnitude than the encroachment which existed prior to destruction of such Home or other improvement shall be permitted, and a valid easement for said encroachment, and for the maintenance of the same shall exist.

C. Easement for Ingress and Egress to Lots. GIDHI hereby establishes and reserves to itself, its successors and assigns, and grants to the Owner(s) of each Lot from time to time, an easement for ingress and egress to each such Lot over and across the Common Areas and any private streets or walkways. GIDHI further establishes and reserves to itself, its successors and assigns an easement for ingress and egress to the Central Property over and across the Common Areas and any private streets or walkways.

ARTICLE IX
Party Walls

Each Home to be constructed in Robin Run Village will have at least one wall in common with an adjoining Home which common wall or walls will be built on the dividing line between Lots. Each such common wall shall be a party wall; and the rights and obligations of the Owners of such party walls shall be as follows:

Section 1. General Rules of Law to Apply. To the extent not inconsistent with this Article, the general rules of law of Indiana regarding party walls shall apply.

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Section 2. Ordinary Repairs and Maintenance. The cost of ordinary repairs and maintenance of a party wall shall be borne equally by the Owners of the Homes sharing such common wall.

Section 3. Destruction by Fire or Other Casualty. A party wall damaged or destroyed by fire or other casualty shall be repaired or replaced by the Owners of the Homes sharing such common wall, and the cost of such repairs or replacement shall be borne equally by said Owners, provided that an Owner shall have the right to call for a larger contribution from the other Owner under any applicable rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Any other provision of this Article notwithstanding, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements and of repairing any damage to the wall caused by such exposure.

Section 5. Right to Contribution to Run With the Land. The right of an Owner to contribution from another Owner under this Article shall be appurtenant to the land and pass to such Owner's successors in interest in said land.

ARTICLE X
General Restrictions

Section 1. Residential Purposes Only Exception. No Lot may be improved, used or occupied for other than single-family residential purposes; provided, however, that this restriction shall not apply to:

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A. Any building or structure which is used exclusively by a public utility company in connection with the furnishing of services to Robin Run Village, but such building or structure shall be constructed only with prior written consent of GIDHI or the Committee;

B. Any portion of a building used by GIDHI, its agents or employees, or any person, corporation or other entity with the express permission of GIDHI, for a manager's office or a sales office.

C. Any Lot or other area of Robin Run Village which shall be designated by GIDHI as a recreation area and which shall be improved and used solely for the benefit of the Occupants and other persons residing in Robin Run Village.

Section 2. Awnings. No awning or sun screen of any type shall be affixed or appurtenant to any Home without the prior written consent of the Committee.

Section 3. Exterior Placement. No truck, trailer, commercial vehicle, boat, equipment or other machinery of any type, nor cars not in daily use, shall be parked, placed, located or otherwise maintained on any Lot, parking area, street or any part of the Common Areas except for those areas which may, by Rules and Regulations of Robin Run Village, be designated for the parking of certain designated types of vehicles. Automobiles shall be parked only in designated parking areas.

Section 4. Antennas. No external antenna of any type shall be erected on or about any Lot or any Home located on any Lot, except with the prior written approval of GIDHI or the Committee. One or more master television antenna towers may be

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erected by or with the consent of GIDHI for the benefit and use of all or part of the Lots.

Section 5. Clothes Lines. No clothelines or clothes hangers may be constructed, used, or maintained on any Lot or on the exterior of any Home, unless completely concealed within enclosed patio areas.

Section 6. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on or in any Lot or any Home located on a Lot other than household pets of such type and number as may be defined by Rules and Regulations of Robin Run Village. No such pet shall be kept, bred, or maintained for commercial purposes.

Section 7. Plantings. No shrubbery or trees shall be planted on any Lot or in any Common Area without the prior written approval of GIDHI or the Committee. Vegetable gardening shall be limited to areas designated by GIDHI. Flowers may be planted on a Lot within 5 feet of the porch, patio, or foundation of the Home located on such Lot and must be maintained by the Occupant. All other plantings require approval of GIDHI or the Committee. No plantings shall obstruct the natural access of residents to Common Areas.

Section 8. Noxious Activity. No noxious or offensive activity shall be carried on within Robin Run Village, nor shall any trash or other refuse be thrown, placed, or dumped upon any Lot or Common Area, whether vacant or not, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 9. Signs and Billboards. No billboards, advertising boards, or signs or structures of any kind or

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nature may be placed on any Lot or any Home or anywhere else in Robin Run Village except with the express prior written consent of GIDHI.

Section 10. Outbuildings Prohibited. No outbuilding or other detached or attached structure appurtenant to a Home may be erected on any Lot without the prior written consent of GIDHI or the Committee.

Section 11. Temporary Structures. No trailer, basement (standing alone without a structure), tent, shack, garage, barn, or other temporary structure shall be erected, used or maintained at any time on any Lot or other part of Robin Run Village; provided, that GIDHI, or any other person, corporation, or other entity with the express prior written consent of GIDHI, may locate, construct or maintain a temporary office, trailer or other structure relating to and during periods of construction, and may construct and maintain model Homes for sale, rental and lease purposes on any part of Surrounding Property (including any Lot).

Section 12. Size Required. Each Home shall contain at least 850 square feet.

Section 13. No Business. Homes shall be used exclusively for residential purposes, and no business activity of any kind shall be conducted from or in any such Home.

Section 14. Privacy Fence. No privacy fence may be erected on the front of any Home. A privacy fence may be erected at the rear of a Home at the option of the resident and at the resident's expense provided that such fence is constructed on the Lot on which the Home is located and further provided that the prior written approval of GIDHI or the

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Committee is obtained and that such fence conforms to the Rules and Regulations of Robin Run Village from time to time adopted by GIDHI. Any area enclosed by a privacy fence shall be maintained by the Occupant of the Home.

Section 15. Exterior treatment & alignment. GIDHI shall have the sole right to control the exterior treatment and materials used on Homes, and to direct the alignment of Homes to conform to architectural and aesthetic standards. Only Homes located at the end of any group of Homes may have side windows or two car garages.

ARTICLE XI

Powers and Obligations of GIDHI

Section 1. Rights and Authorities. In addition to the rights and authorities of GIDHI otherwise set forth in this Indenture, GIDHI shall have the following Rights and Authorities.

A. Independent Living Apartments. GIDHI shall have the right but not the obligation, to construct, maintain, and operate Independent Living Apartments on the Central Property, and the residents of such apartments shall have the right to use all of the Common Areas and Common Facilities located anywhere in Robin Run Village.

B. Health Care, Nursing and Residential Care Facility. GIDHI shall have the right, but not the obligation, to construct on the Central Property, maintain and operate health care, nursing and residential care facilities, licensed as such by the State of Indiana. If so constructed, these facilities will be available, on a space available basis, not only to Occupants but also to other persons in need of such

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facilities and services. If such facilities are constructed, a Special Use Fee, in an amount to be determined by GIDHI, shall be assessed to each person utilizing the facilities for all costs of such person's actual use of such facilities.

C. Common Facilities. GIDHI shall have the right, but not the obligation, to construct on the Property, maintain and operate such Common Facilities appropriate to the general purposes of Robin Run Village, as GIDHI, in its sole discretion, shall determine. Such Common Facilities shall be available for use by Occupants and other residents of Robin Run Village. If and to the extent such facilities are built as a part of Robin Run Village, all or a portion (as determined by GIDHI from time to time) of the cost of maintenance, servicing, expansion and improvement of such facilities shall be included in the Monthly Service Fee. In addition, a Special Use Fee, in an amount to be determined by GIDHI, may be assessed to the Owner(s) of any Home occupied by an Occupant who actually uses such facilities.

D. Health, Recreational, Religious and Social Services. GIDHI shall have the right, but not the obligation, to provide, through employees, agents, or independent contractors, such other services as GIDHI determines are appropriate to the general purposes of Robin Run Village. Such services may include, without limitation, medical, pharmaceutical, health care, social work, physical therapy, recreational, transportation, and religious and psychological counseling services. If so provided, all or a portion (as determined by GIDHI from time to time) of the costs and expenses of making available such services to Occupants shall be added to the Monthly Service Fee. In addition, a Special Use Fee, in an amount to be determined by GIDHI, may be

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assessed to the Owner(s) of any Home occupied by an Occupant who actually uses such services.

Section 2. Rights and Obligations. In addition to the rights of GIDHI otherwise set forth in this Indenture, GIDHI shall, to the extent provided herein, perform the following services. GIDHI shall not, however, be liable to any Owner or Occupant for the failure or inability to provide any of such services for reasonable cause, and such failure or inability shall not give any Owner or Occupant any claim or cause of action against GIDHI nor affect an Owner's obligation to pay fees, charges and assessments in accordance with the covenants and conditions of this Indenture.

A. Maintenance of Interior of Homes. GIDHI shall, in its discretion, have the right, but not the obligation, at any time, to enter any Home to determine the need for maintenance, repair, or replacement of any plumbing, heating, air conditioning, electrical and fixed kitchen equipment originally installed in the Home or subsequently replaced by GIDHI. In the event that it is determined that the maintenance of such equipment has been neglected, GIDHI shall have the right, but not the obligation, to enter any Home and make any repairs deemed necessary. If GIDHI undertakes any such repair or maintenance, any insurance proceeds or payment under any warranty to which the Owner(s) may be entitled with respect to any damage or other condition necessitating such repair shall be paid to GIDHI. The cost of all such maintenance, repair or replacement shall be assessed as part of the Monthly Service Fee. All other maintenance of the interior of any Home is the sole obligation of the Owner(s), except that GIDHI shall have the right, but not the obligation, if in its judgment such other maintenance is required and has not been performed in a timely manner by such Owner(s), to perform such other interim

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maintenance as it may deem necessary and to assess the cost of such maintenance as part of the Monthly Service Fee and, for that purpose, to enter any such Home at reasonable times and hours.

B. Maintenance of Exterior of Homes and of Lots. In order to assure the uniform appearance and maintenance of the exterior of all buildings and improvements in Robin Run Village, GIDHI shall, at such times and in such manner as it deems necessary, maintain the exteriors of all structures in Robin Run Village including the exteriors of Homes, which maintenance shall include painting of wood and metal surfaces, tuckpointing and concrete work, repair and replacement of roofs, windows, doors, and guttering, the seeding, sodding, mowing and trimming of grass on the Lot on which a Home is located, and maintenance, removal or replacement[®] of the plantings on such Lot as, in the judgment of GIDHI, may be required. In the event that GIDHI undertakes any such maintenance or repair, any insurance proceeds to which the Owner(s) may be entitled with respect to any damage or condition necessitating such maintenance or repair shall be paid to GIDHI. The cost of all such maintenance or repair shall be assessed as part of the Monthly Service Fee.

C. Common Areas. GIDHI shall, at such times and in such manner as it deems necessary, maintain all Common Areas, including snow removal, mowing, trimming, seeding, sodding, spraying, planting trees and shrubs, lighting, the maintenance, repair, expansion, and improvement of sewers (not the responsibility of a public utility), private streets, cul-de-sacs, sidewalks, other ways used for vehicular and pedestrian traffic, and the maintenance, repair, expansion, and improvement of all facilities and of the interiors and exteriors of those structures or portions of structures located in Common Areas. All or a portion (as determined by GIDHI from

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time to time) of the cost of such maintenance shall be assessed as part of the Monthly Service Fee.

D. Streets. GIDHI shall have the right to dedicate to appropriate public agencies any street, drive, walkway or other right of way located in Robin Run Village or any portion of any such street, drive, walkway or other right of way.

E. Security. In its discretion, GIDHI may, but shall not be required to provide, either directly or by contract or agreement, security service and facilities for the Owner(s) of Homes, the services and facilities to monitor emergency call buttons which may be located in Homes, and such other services as may be in the interest of the health, safety, and welfare of the Occupants. The cost of such services, if provided, shall be assessed as part of the Monthly Service Fee. ®

ARTICLE XII

Insurance

Section 1. Insurance by Owners of Homes. The Owner(s) of a Home shall maintain separate insurance on household goods, furnishings, clothing and all other tangible personal property including automobiles. In addition, to the extent of the insurable interest of the Owner(s) of a Home, such Owner(s) shall also maintain fire and extended coverage insurance on such Home in the amount of its full replacement value. In order to assure that if a Home is damaged or destroyed by fire or other casualty, it will be rebuilt or repaired in a manner in keeping with the overall design and purposes of Robin Run Village, the Owner(s) of such Home, GIDHI and the holder of any note secured by mortgage or deed of trust encumbering the lot on which such Home is located shall all appear as named insureds and/or loss payees thereunder. The fire and extended coverage insurance shall be maintained with such companies and

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in such amounts as are approved by GIDHI and a certificate of insurance evidencing such coverage, in a form acceptable to GIDHI, shall be delivered to GIDHI at or before the time title to a Lot is transferred to an Owner (other than Robin Run Homes). This certificate of insurance shall contain a provision stating that the coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to GIDHI.

Section 2. Proceeds Payable. All insurance proceeds payable as a result of the damage to or destruction of any Home shall be payable to GIDHI on behalf of the Owner(s) of such Home and the holder of any note secured by mortgage or deed of trust which encumbers the Lot on which said Home is constructed as their respective interests may appear. GIDHI shall have full authority to adjust the loss with such insurance company. The proceeds so received by GIDHI shall be dealt with as follows:

A. Repair or Reconstruction. Any insurance proceeds so received shall be applied by GIDHI to repair or reconstruct the Home or Homes damaged or destroyed unless (i) GIDHI, (ii) all of the Owner(s) of such Home or Homes so damaged or destroyed, (iii) the holders of any notes secured by mortgages or deeds of trust which encumber the Lot(s) on which such Home or Homes damaged or destroyed are constructed, (iv) the Owner(s) of all undamaged Homes located in the contiguous building structure of which the Home(s) damaged or destroyed are a part, and (v) the holders of any notes secured by mortgages or deeds of trusts encumbering the Lot(s) on which such undamaged Home or Homes are constructed, all shall elect not to rebuild. In such latter event, the damaged or destroyed Home or Homes and the Lot or Lots upon which they are situated shall be sold subject to the express condition that the purchaser of each Lot shall be obligated to repair or

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reconstruct the Home on such Lot within a reasonable period of time. The net proceeds received from the sale of each such Lot, together with the insurance proceeds received as a result of the damage to the Home located on such Lot shall be paid to the Owner(s) of the Home so damaged or destroyed and the holder(s) of any note(s) secured by mortgage(s) or deed(s) of trust encumbering the Lot on which such Home was constructed, as their respective interests appear.

B. Proceeds Insufficient. If such Home or Homes are repaired or rebuilt but the insurance proceeds are insufficient to pay all of the cost thereof, the Owner(s) of such Home or Homes will each contribute to the extent that the insurance proceeds allocable to their respective Home prove inadequate to cover the repair costs of their respective Home. The amount to be contributed by each Owner will be determined by an appraiser appointed by GIDHI.

Section 3. Insurance by GIDHI. GIDHI shall maintain fire and extended coverage insurance on all Common Facilities and all other buildings and improvements located in Common Areas and shall use its best efforts to maintain such insurance at full replacement value; provided, however, that neither GIDHI nor its directors, employees, or agents shall be liable for failure to maintain adequate insurance.

Section 4. Liability for Loss. GIDHI shall have no obligation under this Indenture to indemnify the Owner(s) of any Home for any loss of the right to use any Common Areas or Common Facilities.

Section 5. Replacement of Improvements. If any Common Area or Common Facility is substantially damaged by fire or casualty, GIDHI shall have the absolute right to elect whether or not to reconstruct such structure or facility. In the event

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that GIDHI, as the result of any such fire or casualty, should receive any insurance proceeds, no Owner of a Home shall have any right or interest in any such insurance proceeds payable by reason of any fire or casualty loss or to any proceeds of any sale of any portion of the Property resulting from a total loss of facilities or improvements located on such portion of the Property. All such insurance proceeds and sale proceeds shall, at all times, be the property of, and payable only to GIDHI.

Section 6. Release. Each Owner releases each other Owner, GIDHI, its agents, employees, successors, and assigns and Robin Run Homes, its agents, employees, successors and assigns from any claim for property damage arising out of any occurrence covered by fire and extended coverage insurance.

Section 7. Obligation of Owner or Occupant. In the event of the substantial loss or destruction of a Home with the result that such Home cannot be occupied, and GIDHI, pursuant to Section 2, elects to rebuild or replace such Home, the obligation of the Owner(s) to pay fees, charges, and assessments shall be suspended from the date of such casualty loss to the date the Occupant(s) of such Home are reasonably able to re-occupy such Home. In the event of such loss or destruction of a Home if, pursuant to Section 2, it is determined by GIDHI not to replace or rebuild such Home, then, except to the extent of any unpaid and outstanding assessments or fees due from such Owner(s) as of the date of such loss or destruction or any other obligation which accrued prior to the date of the loss or destruction of the Home, the Owner(s) shall have no further obligation to pay fees, charges, and assessments until a new Home is constructed on such Lot and is reasonably able to be occupied.

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Section 8. Indemnification. Each Owner shall indemnify and hold GIDHI, its successors and assigns, and Robin Run Homes, its successors and assigns, harmless from personal injury or property damage to such Owner, such Owner's guests and invitees, any Occupant of the Home owned by Owner, or to any other person, corporation, or other entity arising from the use and occupancy by Owner, Owner's guests, invitees, or any Occupant of Owner's Home, of any Home, Lot, Common Area, Common Facility or other portion of Robin Run Village, except where GIDHI or Robin Run Homes is determined to be solely negligent.

ARTICLE XIII
Easement of Enjoyment

GIDHI hereby establishes and reserves to itself, its successors and assigns and grants to the Owner(s) of each Lot, from time to time, a right and easement of enjoyment in and to the Common Areas. Such easement shall be subject to the terms of this Indenture and the Rules and Regulations of Robin Run Village as they may from time to time be adopted by GIDHI.

ARTICLE XIV
Enforcement

GIDHI or any one or more Owners shall have the right to enforce, by any proceeding at law or in equity, any or all of the restrictions, conditions, obligations, covenants, easements or other provisions which are or may hereafter be contained in this Indenture. Failure to enforce any restrictions, conditions, obligations, covenants, easements or other provisions which are or may hereafter be contained in this Indenture, shall, in no event, be deemed a waiver of the right to do so thereafter for the same or a different violation, irrespective of the number of violations or breaches thereof which may occur.

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ARTICLE XV
General Provisions

Section 1. Notices. All notices to be given by GIDHI to an Owner shall be sent, postage prepaid, or delivered to the address of the Home owned by such Owner or to the last address furnished in writing by such Owner to GIDHI and entered into its records. Each Owner shall furnish GIDHI with his, her, or its current address and shall timely inform GIDHI, in writing, of any change in such address. All Notices to be given to GIDHI shall be sent, postage prepaid, or delivered to Greater Indianapolis Disciples Housing, Inc., 5354 West 62nd Street, Indianapolis, Indiana 46268.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Indenture or the intent of any provision thereof.

Section 3. Gender and Number. Whenever the context so requires, the use of any gender in this Indenture shall be deemed to include any other gender, and the use of the singular shall be deemed to include the plural.

Section 4. Conflict. In the event of any conflict between this Indenture and provisions of the Laws of the State of Indiana, the latter shall govern and apply.

Section 5. Covenants Running With the Land. All of the provisions of this Indenture shall be deemed to be covenants running with the land.

Section 6. Severability. Invalidation of any one or more of the foregoing restrictions, conditions, obligations,

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covenants, easements or other provisions by judgment of a court of law shall in no manner affect any of the other restrictions, conditions, obligations, covenants, easements and other provisions herein, which all shall remain in full force and effect.

Section 7. Joint and Several Liability. This Indenture and all of its restrictions, conditions, obligations, covenants, easements and other provisions shall be binding upon each individual Owner and upon each joint Owner, jointly and severally and upon each of their heirs, personal representatives, successors and assigns.

ARTICLE XVI

Amendments

The provisions of this Indenture may be amended at any time by majority vote of the Board of Directors of GIDHI upon a written Declaration signed by an officer of GIDHI and duly filed and recorded, provided that any such amendment which significantly reduces any of the required obligations or services to Owners hereunder or diminishes the right to access to a Lot must first be approved by a majority vote of the persons or entities having the right to vote with respect to each Lot shown on the Plat. For purposes of such amendment, GIDHI shall have the right to cast one vote with respect to each Lot then titled in the name of Robin Run Homes and the Owner (including GIDHI) or Owners of each Lot titled in a name other than Robin Run Homes shall be entitled to one vote regardless of the fact that there may be more than one Owner of any such Lot. The provisions of this Indenture may also be amended by a duly recorded Declaration signed by not less than the Owners of 75% of the Lots titled in a name or names other than Robin Run Homes (the Owner or Owners of each Lot being

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entitled to one vote regardless of the fact that there may be more than one Owner of a Lot), provided that such amendment has previously been approved, in writing, by GIDHI.

IN WITNESS WHEREOF, Greater Indianapolis Disciples Housing, Inc. has caused this Indenture to be executed the day and year first above written.

GREATER INDIANAPOLIS DISCIPLES HOUSING, INC.

By James R. Craddock
James R. Craddock, President
Attest: Lois M. Blankenship
Lois M. Blankenship, Secretary

STATE OF Indiana)
COUNTY OF Marion)

SS

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On this 19 day of January, 1987, before me, appeared James R. Craddock to me personally known, who being by me duly sworn, did acknowledge and say that he is the President of Greater Indianapolis Disciples Housing, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal of my office in Indianapolis, Indiana, the day and year last above written.

Connie Jean Lendis
Notary Public Connie Jean Lendis

My commission expires:

August 2, 1987

Resident of Marion County,
Indiana

This Document Prepared By:

DRAHEIM & FRANSCHKE
1633 Des Peres Road
Suite 302
St. Louis, Missouri 63131
(314) 965-6455

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EXHIBIT A

Real Property located in Marion County, Indiana, and more particularly described as follows:

Part of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, of the Second Principal Meridian, in Marion County, Indiana more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter, thence South 89 degrees 01 minute 45 seconds West along the South line thereof a distance of 666.34 feet to a point; thence North 00 degrees 05 minutes 10 seconds West a distance of 169.85 feet to a point; thence South 89 degrees 01 minute 45 seconds ~~East~~^{WEST} parallel with the South line of said Southwest Quarter a distance of 330.33 feet to a point which is 169.85 feet north of the Southwest corner of the East Half of the West Half of the East Half of said Southwest Quarter; thence North 00 degrees 05 minutes 10 seconds West along the West line of the East Half of the West Half of the East Half of said Southwest Quarter a distance of 1,156.67 feet to the Northwest corner of the South Half of the East Half of the West Half of the East Half of said Southwest Quarter; thence South 88 degrees 43 minutes 45 seconds West along the North line of the Southeast Quarter of said Southwest Quarter a distance of 332.43 feet to the Northwest corner thereof; thence North 00 degrees 05 minutes 37 seconds West along the West line of the Northeast Quarter of said Southwest Quarter a distance of 1,324.77 feet to the Northwest corner thereof; thence North 88 degrees 25 minutes 46 seconds East along the North line of said Southwest Quarter a distance of 1330.58 feet to the Northeast corner thereof; thence South 00 degrees 03 minutes 49 seconds East along the East line of said Southwest Quarter a distance of 2,663.50 feet to the point of beginning.

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EXHIBIT B

Real Property located in Marion County, Indiana, and more particularly described as follows:

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 2 EAST, SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

Commencing at the southeast corner of said Southwest Quarter; thence South 89° 21' 45" West along the South line of said Southwest Quarter and the centerline of West 62nd Street, 500.00 feet; thence North 00° 00' 00" East 45.01 feet to the North right-of-way line of the West 62nd Street. Thence; North 00° 00' 00" East 283.55 feet along the centerline of Red Calice Road; thence, 82.03 feet along a curve to the right having a radius of 235.00 feet subtended by a long chord having a bearing of North 10° 00' 00" East and a length of 81.61 feet; Thence North 20° 00' 00" East 288.85 feet; thence 256.60 feet along a curve to the left having a radius of 235.00 feet and subtended by a long chord having a bearing of North 12° 30' 00" West and a length of 252.53 feet; thence North 45° 00' 00" West 80.29 feet to the intersection of the centerline of Robin Run East; thence continuing North 45° 00' 00" West 35.00 feet to the POINT OF BEGINNING. Thence North 45° 00' 00" East 381.00 feet; thence 314.16 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of North 00° 00' 00" East and a length of 282.84 feet; thence North 45° 00' 00" West 397.66 feet; thence 471.24 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of South 67° 30' 00" West and a length of 369.55 feet; thence South 00° 00' 00" East 562.38 feet; thence 471.74 feet along a curve to the left

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having a radius of 200.00 feet and subtended by a long chord having a bearing of South 67° 30' 00" East and a length of 369.55 feet; thence North 45° 00' 00" East 16.66 feet to the Point of Beginning containing 10.934 acres more or less.



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EXHIBIT C

Real Property located in Marion County, Indiana, and more particularly described as follows:

Part of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, of the Second Principal Meridian, in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter, thence South 89 degrees 01 minute 45 seconds West along the South line thereof a distance of 666.34 feet to a point; thence North 00 degrees 05 minutes 10 seconds West a distance of 169.85 feet to a point; thence South 89 degrees 01 minute 45 seconds ^{West} ~~East~~ parallel with the South line of said Southwest Quarter a distance of 330.33 feet to a point which is 169.85 feet north of the Southwest corner of the East Half of the West Half of the East Half of said Southwest Quarter; thence North 00 degrees 05 minutes 10 seconds West along the West line of the East Half of the West Half of the East Half of said Southwest Quarter a distance of 1,156.67 feet to the Northwest corner of the South Half of the East Half of the West Half of the East Half of said Southwest Quarter; thence South 88 degrees 43 minutes 45 seconds West along the North line of the Southeast Quarter of said Southwest Quarter a distance of 332.43 feet to the Northwest corner thereof; thence North 00 degrees 05 minutes 37 seconds West along the West line of the Northeast Quarter of said Southwest Quarter a distance of 1,324.77 feet to the Northwest corner thereof; thence North 88 degrees 25 minutes 46 seconds East along the North line of said Southwest Quarter a distance of 1330.58 feet to the Northeast

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corner thereof; thence South 00 degrees 03 minutes 49 seconds East along the East line of said Southwest Quarter a distance of 2,663.50 feet to the point of beginning.

EXCEPTING THEREFROM:

Real Property located in Marion County, Indiana, and more particularly described as follows:

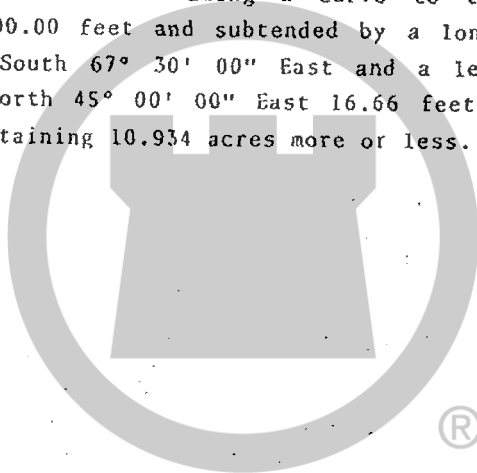
PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 2 EAST, SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

Commencing at the southeast corner of said Southwest Quarter; thence South 89° 01' 45" West along the South line of said Southwest Quarter and the centerline of West 62nd Street, 500.00 feet; thence North 00° 00' 00" East 45.01 feet to the North right-of-way line of the West 62nd Street. Thence; North 00° 00' 00" East 283.55 feet along the centerline of Red Chalice Road; thence, 82.03 feet along a curve to the right having a radius of 235.00 feet subtended by a long chord having a bearing of North 10° 00' 00" East and a length of 81.61 feet; Thence North 20° 00' 00" East 288.85 feet; thence 266.60 feet along a curve to the left having a radius of 235.00 feet and subtended by a long chord having a bearing of North 12° 30' 00" West and a length of 252.53 feet; thence North 45° 00' 00" West 80.29 feet to the intersection of the centerline of Robin Run East; thence continuing North 45° 00' 00" West 35.00 feet to the POINT OF BEGINNING. Thence North 45° 00' 00" East 381.00 feet; thence 314.16 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of North 00° 00' 00" East and a length of 282.84 feet; thence North 45° 00' 00" West 397.66 feet; thence 471.24 feet

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along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of South 67° 30' 00" West and a length of 369.55 feet; thence South 00° 00' 00" East 562.38 feet; thence 471.24 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of South 67° 30' 00" East and a length of 369.55 feet; thence North 45° 00' 00" East 16.66 feet to the Point of Beginning containing 10.934 acres more or less.



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JOAN H. SCHERIL
MARION COUNTY RECORDER

FIRST AMENDED AND RESTATED
INDENTURE OF RESTRICTIONS
OF
ROBIN RUN VILLAGE

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This First Amended and Restated Indenture of Restrictions of Robin Run Village is made this 16th day of July, 1991.

WITNESSETH THAT:

WHEREAS, a certain Indenture of Restrictions was executed by Greater Indianapolis Disciples Housing, Inc., an Indiana not for profit corporation (hereinafter referred to as "GIDHI"), on or about the 19th day of January, 1987, which Indenture of Restrictions was recorded as Instrument Number 870128788 of the records maintained by the Recorder of Deeds for Marion County, Indiana; and

WHEREAS, at the time of the execution and recording of said Indenture of Restrictions, GIDHI was the owner of record of certain real property located in Marion County, Indiana, and more particularly described in Exhibit I attached hereto; and

WHEREAS, the real property described in Exhibit I was made subject to said Indenture of Restrictions pursuant to the terms thereof; and

WHEREAS, subsequent to the recording of said Indenture of Restrictions, it has been determined that several clerical errors exist in the descriptions of real property set forth in Exhibit A and Exhibit B to the Indenture of Restrictions, as originally recorded; and

WHEREAS, subsequent to the execution and recording of said Indenture, GIDHI acquired additional real property (the "Additional Property") which is more particularly described in Exhibit II attached hereto; and

WHEREAS, since the time of execution and recording of said Indenture of Restrictions a portion of the real property described in Exhibit V attached hereto was platted into Lots on which Homes have been constructed and, except for such Lots, all of the real property described in Exhibit I attached hereto and the Additional Property described in Exhibit II attached hereto has been conveyed to The National Benevolent Association of the Christian Church (Disciples of Christ) (hereinafter referred to as the "NBA"); and

WHEREAS, the NBA has, by agreement with GIDHI, provided for GIDHI to undertake certain aspects of the operation and management of Robin Run Village; and

WHEREAS, independent living apartments, together with related social, recreational, dining and other facilities, all designed to meet the special needs of older adults and to permit them to live independent lives, have been constructed on that portion of the property described in Exhibit IV attached hereto and are being operated in a manner designed to provide social and recreational services and access to emergency medical care for the older adult residents of the apartments and the Owners and Occupants of Homes constructed in Robin Run Village; and

WHEREAS, it is necessary to subject the Additional Property described in Exhibit II attached hereto to the terms of said Indenture of Restrictions; and

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WHEREAS, it has been determined that certain clarifications and modifications to the Indenture of Restrictions would be beneficial and facilitate the operation of Robin Run Village; and

WHEREAS, it is appropriate to correct the clerical errors which exist in the descriptions of real property set forth in Exhibit A and Exhibit B to the Indenture of Restrictions, as originally recorded; and

WHEREAS, The Board of Directors of GIDHI has, by majority vote, approved the addition of the Additional Property described in Exhibit II attached hereto to the terms of the Indenture and has also approved this First Amended and Restated Indenture of Restrictions of Robin Run Village and has authorized the President of GIDHI to execute it and the Secretary of GIDHI to attest to the President's signature and affix the corporate seal; and

WHEREAS, the Executive Committee of the Board of Trustees of the NBA has, by majority vote, approved this First Amended and Restated Indenture of Restrictions and has authorized the President of the NBA to execute it in order to evidence such approval and has authorized the Corporate Secretary of the NBA to attest to the President's signature and to affix the corporate seal; and

WHEREAS, this First Amended and Restated Indenture of Restrictions of Robin Run Village has further been approved by a majority vote of the persons or entities having a right to vote with respect to each Lot shown on the Plat, which approval is evidenced by the execution of the attached Lot Owner's Certificates by the Owners of a majority of the Lots shown on the Plat.

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NOW, THEREFORE, the Additional Property described in Exhibit II attached hereto is subjected to said Indenture of Restrictions; Exhibit A to the Indenture of Restrictions, as originally recorded, is corrected and restated in the form of Exhibit I attached hereto; Exhibit B to the Indenture of Restrictions, as originally recorded, is corrected and restated in the form of Exhibit IV attached hereto; said Indenture of Restrictions is amended and restated in its entirety as hereinafter set forth in this First Amended and Restated Indenture of Restrictions; and the Property is subjected to this First Amended and Restated Indenture of Restrictions.

ARTICLE I
Definitions

Unless otherwise apparent from the context and for all purposes of this Indenture, the following terms shall have the following meanings.

Central Property. "Central Property" shall mean that portion of the Property which is described in Exhibit IV attached hereto.

Committee. "Committee" shall refer to a Construction/Architectural Committee consisting of at least three (3) members who shall be appointed by the Operator. The members of such Committee shall serve for such terms as the Operator may determine, provided, however, that the Operator may, at any time and for any reason, remove any member so appointed by designating a new member to replace the member to be removed.

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Common Areas. "Common Areas" shall mean all of the Surrounding Property exclusive of the Lots and streets dedicated to public use and shall include, but not be limited to, open areas, streets not dedicated to public use, parking areas and easements together with such improvements and facilities as may, from time to time, be constructed or located on such Common Areas.

Common Facilities. "Common Facilities" shall be those which are designated as such by the Rules and Regulations. Such Common Facilities shall include food preparation and dining facilities, meeting facilities, hobby and craft rooms and maintenance and service facilities. Such common facilities may from time to time also include, but are not limited to, other recreational and social facilities, barber and beauty shop facilities, and facilities for religious worship. Common Facilities may be constructed anywhere on the Property and shall be used for the benefit of or made available for the use of all Occupants as well as for the residents of the independent living apartments and any other facilities in Robin Run Village.

Home. "Home" shall mean a single family residential unit specifically designed to meet the special needs of older adults which is constructed on any Lot.

Indenture. "Indenture" shall mean the Indenture of Restrictions, as amended and restated in this First Amended and Restated Indenture of Restrictions, and as may be further amended from time to time.

Lot. "Lot" shall mean the real property identified as such on the Plat together with the Home and any other improvements located thereon.

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NBA. "NBA" shall mean The National Benevolent Association of the Christian Church (Disciples of Christ), a Missouri not for profit corporation, its successors, designees, and assigns.

Occupant. "Occupant" shall mean any individual who, in accordance with the covenants and restrictions of this Indenture, resides in a Home.

Operator. "Operator" shall mean the corporation, organization, or entity from time to time under a contractual obligation with the NBA to manage and operate Robin Run Village. The initial Operator at the date of execution of this instrument is GIDHI. The NBA may, at any time, by contract, designate another corporation, person, or entity as the Operator.

Owner. "Owner" shall mean the person(s), firm(s), or corporation(s) (except Robin Run Homes, Inc., NBA or the Operator) who may, from time to time, own a Lot subject to this Indenture which is improved with a Home.

Plat. "Plat" shall refer collectively to all plats at any time filed for record in the Recorder's Office for Marion County, Indiana, showing the division of all or any portion of the Property into Lots, streets, sidewalks and Common Areas.

Property. "Property" shall mean the real property which is described in Exhibit III attached hereto, together with such other real property as may, at any time, be subjected to the terms of this Indenture.

Robin Run Village. "Robin Run Village" shall mean the Property and all buildings, improvements and facilities located anywhere on the Property and any additional real property which may, in the future, be subjected to the terms of this Indenture.

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Rules and Regulations. "Rules and Regulations" shall mean those guidelines for conduct in Robin Run Village, as determined by the Operator for the well-being of all persons therein, such having been set forth and communicated to the residents' council or such other representative body as may be elected by the residents of Robin Run Village.

Surrounding Property. "Surrounding Property" shall mean that portion of the Property other than the Central Property. The Surrounding Property is described in Exhibit V attached hereto.

ARTICLE II
Binding Effect

Section 1. Persons Bound. All persons, firms, corporations, or other entities who now or shall hereafter acquire any interest in any portion of the Property (including any Lot) shall be bound by, conform to and observe the restrictive covenants and conditions set forth in this Indenture.

Section 2. Rules and Regulations. To ensure the creation and maintenance of a living area specifically designed to meet the needs of older adults, all Owners and Occupants and any other person, firm, or corporation using the Property, or any facilities or improvements located on the Property, shall be subject to the Rules and Regulations, and shall use the Property and any improvements, structures or facilities erected thereon in compliance with such Rules and Regulations.

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Section 3. Additional Property. The NBA may, at any time, subject other real property to the terms of this Indenture.

Section 4. Performance of Duties and Obligations. This Indenture shall not be construed to prohibit the NBA from (i) selling any portion of the Surrounding Property for the construction of Homes, (ii) selling or otherwise transferring or conveying to any entity or person (regardless of consideration received), subject to all of the duties, rights and obligations imposed upon it by this Indenture, all or any portion of the Property to which it may, from time to time, hold title, or (iii) encumbering, by deed of trust, mortgage, or otherwise, all or any portion of the Property to which it may, from time to time, hold title, in order to secure any loan or other obligation incurred. In the event of a sale, transfer, or conveyance of any portion of the Property, and the full assumption by the transferee of the duties and obligations imposed upon the NBA under the terms of this Indenture, the NBA shall be relieved of all such duties and obligations arising after such sale, transfer, or conveyance. In the event that the NBA (or any assign of the NBA) should encumber, by deed of trust, mortgage, or otherwise, all, or any portion, of the Central Property or the Common Areas, the right of any Owner or Occupant to use or have access to any Common Area or Common Facility shall be subordinate to such deed of trust, mortgage, or other encumbrance and any Owner shall, upon request, execute such instruments, notarized or otherwise, as shall be required by any lender to evidence such subordination.

ARTICLE III

LEASES

The lease of a Home shall, in addition to all other covenants and conditions of this Indenture, be permitted only in accordance with the following provisions.

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Section 1. Approval by the Operator. Any lease of a Home shall be in writing, in a form satisfactory to the Operator, and shall be approved, in writing, by the Operator prior to occupancy of such Home by the lessee. Such lease shall specifically state that the lessee must comply with all of the covenants and conditions of this Indenture applicable to Occupants and contain such other conditions as the Operator may reasonably require. The Operator may withhold its approval of any lease for any reason related to the covenants and conditions of this Indenture and the general purposes of the operation of Robin Run Village.

Section 2. Incorporation of Indenture. Any lease of a Home must incorporate, by reference, all of the covenants and conditions of this Indenture and must state as limitations on the use and occupancy of the Home all such covenants and conditions as they are imposed by this Indenture.

Section 3. Subleasing. Subleasing of any Home shall not be permitted and must be prohibited by the terms of any lease of a Home.

Section 4. Additional Terms. Any lease of a Home shall contain such additional terms as the Operator requests for the reasonable administration of Robin Run Village, enforcement of this Indenture, or the well-being of other Owners and Occupants.

Section 5. Holder to Remain Obligated. No lease of a Home, or approval of such lease by the Operator shall release the Owner of such Home from the covenants, conditions and obligations of this Indenture. The Owner shall be liable for any fees, monthly service charges, other assessments, penalties and interest which may be assessed with respect to the use and

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occupancy of such Home as well as attorneys' fees and court costs incurred by the Operator in collection.

ARTICLE IV

Occupancy and Use Regulations

Section 1. Minimum Age of Occupants. No person under the age of 55 years shall be an Occupant except, with the express written approval of the Operator, if (i) such person is residing in a Home with a spouse who is at least 55 years of age, or (ii) such person is the surviving spouse of an Occupant and such surviving spouse was married to and lived with such Occupant as a resident of such Home at the time of the death of such Occupant.

Section 2. Qualification of Occupant. In addition to the restrictions stated in Section 1, only the following may be an Occupant of a Home: (i) an Owner, (ii) a lessee under a lease executed by an Owner as lessor pursuant to the covenants and conditions of this Indenture, (iii) the spouse of either of them, or (iv) with the express written permission of the Operator, another relative of either of them.

Section 3. Occupancy Restriction. Without the express prior written approval of the Operator, no more than two persons shall be permitted to occupy a Home.

Section 4. Right to Remove. The Operator shall have the right by all available remedies at law or in equity to compel the removal from a Home of any person violating any of the occupancy restrictions stated in Section 1, Section 2 or Section 3 of this ARTICLE IV and shall be entitled to collect court costs and reasonable attorney's fees for such action from the Owner of any Home from which such person is so removed.

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Section 5. Termination at Request of Operator. In addition to the right to remove set forth in Section 4 of this ARTICLE IV, the Operator, in its sole discretion, for good reason shown relating to the well-being of the other Occupants or any other residents of Robin Run Village, or relating to any threat to any building or facility which is part of Robin Run Village, may terminate an individual's right to occupy a Home. By way of example and not limitation, the Operator may terminate the right of any individual to occupy a Home if said individual creates a disturbance which the Operator considers unacceptable to the peace and quiet of other Occupants or any other residents of Robin Run Village, or conducts an activity unacceptable to the quiet enjoyment of other Occupants or any other residents of Robin Run Village. Also by way of example and not by way of limitation, if any Occupant becomes ill or physically or mentally impaired to the point that the Operator, after consultation with a physician designated by the Operator for such purpose, determines that such individual poses a risk to other Occupants or any other residents of Robin Run Village or to any building or facility available to such Occupant, the Operator may terminate such individual's right of occupancy hereunder. In order to facilitate such determination, an Occupant shall, upon the reasonable request of the Operator, submit to a physical and/or mental examination by one or more physicians designated by the Operator.

In the event that the Operator, in its sole discretion, determines that good reason exists to terminate an individual's right to occupy a Home pursuant to this Section 5 of ARTICLE IV, the Operator shall, prior to compelling the removal of such individual from the Home, (i) counsel with the Occupant, (ii) confer with the Occupant's family, or the legal representative of the Occupant, if any, and (iii) confer with the president or other presiding officer of the residents' council or such other

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representative body as may be elected by the residents of Robin Run Village. Thereafter, the Operator shall have the right by all available remedies at law or in equity to compel such individual's removal from a Home, and shall be entitled to collect court costs and reasonable attorney's fees for such action from the Owner of any Home from which such person is so removed.

Provided, however, that in the event the Operator, in its sole discretion, determines that it is necessary or appropriate to take immediate steps to remove an individual from a Home pursuant to this Section 5 of ARTICLE IV, or in the event that an Occupant fails to submit to a physical and/or mental examination within thirty (30) days after receiving a written request from the Operator, then and in either such event, the Occupant's right to occupy the Home shall terminate immediately, and the Operator may compel such person's removal from the Home without first counseling with the Occupant, conferring with the Occupant's family or legal representative, or conferring with the presiding officer of the representative body of the residents of Robin Run Village.

ARTICLE V
Rights of First Refusal

If an Owner, other than Robin Run Homes, shall desire, at any time, to sell or give a Lot, or lease a Home, the Owner shall first give the Operator at least ten (10) days prior written notice of the proposed sale, gift or lease, including the name(s) of the buyer(s), donee(s) or lessee(s) and all of the terms of the proposed transaction. Except for a gift transaction for no consideration, the Operator, on behalf of NBA, shall have the right to purchase such Lot or lease such Home, upon the same terms as those contained in such notice.

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If the Operator shall fail to exercise such right of refusal prior to the expiration of ten (10) days from the date of its receipt of such notice, such right shall expire and the Owner may proceed to sell such Lot or lease such Home upon such terms as were contained in said notice. Any material change in such terms or a new proposal of any sort must be resubmitted to the Operator in accordance with the above provisions, even if the Operator has not chosen to exercise its option hereunder as to any previous proposals.

The Operator's failure to exercise its right of refusal as to any transaction shall not constitute an approval of any of the terms of such transaction which may be in violation of this Indenture, and the Operator shall retain any rights which it may have under this Indenture to approve or disapprove any proposed sale of a Lot or lease of a Home and to enforce all of the other restrictions, conditions, obligations, covenants and easements contained in this Indenture.

ARTICLE VI

Fees, Assessments and Enforcement

Section 1. Fee Charges and Assessments. The Operator shall have the right to assess to the Owner of each Lot, and each Owner covenants to pay such fees, charges, and assessments as may be reasonably necessary to compensate the Operator and/or the NBA for those costs and expenses incurred in connection with (i) the portion of the cost of the operation of Robin Run Village which the Operator reasonably determines to be allocable to the Owners of the Lots and (ii) the services provided to Owners and Occupants. These fees, charges and assessments shall include, but not be limited to, the following:

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A. Monthly Service Fee. A Monthly Service Fee, in such amount as the Operator shall determine, shall be assessed to and be payable by each Owner in order to enable the Operator to administer, operate, maintain, and provide the facilities and services either required or authorized by this Indenture, and to provide for the replacement and expansion of improvements and facilities in Robin Run Village as the need occurs. The Monthly Service Fee shall be payable in accordance with the following provisions:

(i) The Monthly Service Fee shall be due from each Owner, monthly, in advance, beginning with the date upon which the Owner takes title to a lot, and payable thereafter for every monthly period or portion thereof, until the date of transfer of the title to such Lot into a name not including the name of the Owner.

(ii) The Owner of each Lot shall be required to pay the Monthly Service Fee to the Operator, whether or not the Home located on such Lot is leased or occupied.

(iii) The amount of the Monthly Service Fee to be assessed to each Owner on a pro-rata basis as determined by the Operator. The Monthly Service Fee shall include, but not be limited to, such portion of the actual cost incurred by the Operator in the overall operation of Robin Run Village and reasonable reserves for depreciation, capital replacement, and operations as the Operator, in its sole discretion, may reasonably determine to be properly allocable to services and benefits provided to Owners. In addition to the Monthly Service Fee, the cost of additional services not included in the Monthly Service Fee which are performed with respect to a particular Owner's Lot or Home will be charged to such Owner as a Special Use Fee. The costs incurred by the Operator in the

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overall administration and operation of Robin Run Village which shall be included in the Monthly Service fee shall include, but not be limited to the costs set out below.

(a) The cost of maintenance to the Homes and the Lots, Common Areas and other services, including, but not limited to, those maintenance and other services described in Section 2 of Article XI.

(b) The cost of the maintenance, service, expansion, improvement and operation of the Common Facilities and of providing additional services as described in Section 1 of Article XI.

(c) Debt Service (including both principal and interest) on any loan, the proceeds of which have been used for the maintenance, improvement, expansion, acquisition or construction of any Common Area or Common Facility available to Owners or Occupants, provided that the Monthly Service Fee shall not include the cost of construction of any Common Facility or the acquisition or improvement of any Common Area which was included in the purchase price of the Homes when they were initially sold by Robin Run Homes, Inc.

(d) Reasonable allowances for depreciation with respect to Common Facilities and facilities and improvements constructed in Common Areas available or used to provide services to Owners or Occupants.

(e) The cost of all utilities of any kind required for the operation of any Common Areas or Common Facilities.

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(f) The cost of public liability and fire and extended coverage insurance and other insurance required or which the Operator deems advisable in connection with the operation of Common Areas or Common Facilities, as well as in connection with the overall operation of Robin Run Village.

(g) Taxes or payments in lieu of taxes, if any, applicable to Common Areas, Common Facilities or otherwise in connection with the operation of Robin Run Village.

(h) All salaries and other personnel costs incurred in the overall operation and administration of Robin Run Village.

(i) The cost of providing and maintaining any administrative, service or maintenance offices or buildings which the Operator deems necessary in connection with the operation and administration of Robin Run Village.

(j) Such other costs as may normally be associated with the overall maintenance and operation of Robin Run Village and with the services provided to any Owner or Occupant.

Prior to the beginning of each fiscal year, the Operator will make available to the Owners a report of the projected budget costs on which the Monthly Service Fee is based. The Operator will also make available to the Owners a quarterly report of the actual costs incurred to date.

B. Special Use Fees. As provided in this Article and in Article XI, Special Use Fees in an amount reasonably determined by the Operator to be equal to the cost associated

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with the use of certain facilities and the providing of certain services, (including, but not limited to, meals, housekeeping and cleaning services, specifically requested interior maintenance and redecorating services, transportation services beyond those regularly scheduled, and the costs of materials, supplies and instruction provided in conjunction with craft projects and classes) shall be assessed monthly to and be paid by the Owner of any Home occupied by an Occupant who has actually used such facilities or services. The amount of the charges for certain of the facilities and regularly provided services for which a Special Use Fee is charged will be set forth in the Rules and Regulations.

C. Rental Fee. The Owner of any Lot who leases a Home to another individual shall be assessed and shall pay an initial fee which shall be used by the Operator to permit it to verify that the proposed lease meets the requirements of this Indenture.

D. Penalties and Interest. The Operator may assess to the Owner(s) of each Lot a penalty, not to exceed ten percent (10%) of the amount of any fee, charge, or assessment, which is not paid within thirty (30) days of the date it is due. In addition, each unpaid fee, charge or assessment, together with any penalty assessed, shall bear interest, from the due date of such fee, charge or assessment and, with respect to any penalty from the assessment date of such penalty, at a rate which is two (2) percentage points above the prime annual lending rate of interest from time to time charged by the largest commercial banking institution located in the City of Indianapolis, Indiana. This interest shall constitute an additional assessment to be paid by the Owner required to pay such fee, charge, assessment or penalty.

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Section 2. Enforcement. All fees, charges and assessments, together with any penalties and interest, shall be the personal obligation of the Owner of the Lot subject to such fee, charge, assessment, penalty or interest and shall also constitute a continuing lien on such Lot. Collection of fees, charges, and assessments together with penalties and interest may be enforced by any remedy available at law or in equity.

Section 3. Failure to Occupy Home or Utilize Services. Failure of the Owner of a Lot to occupy the Home on such Lot, to utilize the facilities of Robin Run Village, or to accept the services provided by Robin Run Village, shall not relieve said Owner from liability for the fees, charges or assessments.

ARTICLE VII
Architectural Control

All buildings and other structures constructed in Robin Run Village shall be in keeping with the architectural style and purposes of Robin Run Village. No building, fence, wall or other structure shall be commenced, erected or maintained within Robin Run Village (including upon any Lot) nor shall any changes or alterations be made to the exterior, or any structural changes be made to the interior of any Home or other building, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and locations of the same shall have been submitted, in writing, to, and approved, in writing, by the Operator, or by the Committee. Complete copies of such plans and specifications showing all structural details of the proposed construction, change or alteration, including floor plans, construction materials, exterior finish and such other information as may be requested by the Operator or the

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Committee shall be delivered, in person, or by certified mail, to the Operator and each member of the Committee.

ARTICLE VIII

Easement

Use and Grant of Easements. The NBA shall have the right, at any time, to use, have access to, and to create, grant and convey easements upon, across, over, and under any portion or all of the Property. Such easements shall include, but not be limited to, the following:

A. Utility Easements. To ensure that the lines, pipes, conduits, meters and other facilities (hereafter referred to as "utility lines") which have been or will be installed for the purpose of providing sewage, electricity, gas, water, telephone, television and other services to Homes and other improvements and facilities may be installed, kept, maintained, restored, repaired and replaced, the following easements are hereby established and reserved to the NBA, its successors and assigns, and granted to the Operator and, to the extent necessary to assure utility service to a Lot, to the Owner of such Lot. One or more such utility lines may serve several Lots.

(i) An easement to install, keep, maintain, restore, repair and replace any such utility line over, under, and across any portion of the Property (including any Lot): and

(ii) An easement for ingress and egress over, under and across the Property (including any Lot) for the purpose of maintaining, restoring, repairing or replacing any

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utility line and for the purpose of reading any meter installed with respect to any utility line.

B. Easements for Minor Encroachments. If any portion of an adjoining Home or other improvement as originally constructed by Robin Run Homes or by a builder on behalf of Robin Run Homes, encroaches on another Lot, or on any Common Area, a valid easement for said encroachment, and for the maintenance of the same, shall exist for so long as the encroaching Home or other improvement remains standing. In the event that any Home or other improvement as originally constructed is partially or totally destroyed and then reconstructed, minor encroachments on an adjoining Lot or Common Area or other improvement of no greater magnitude than the encroachment which existed prior to destruction of such Home or other improvement shall be permitted, and a valid easement for said encroachment, and for the maintenance of the same, shall exist.

C. Easement for Ingress and Egress to Lots. An easement is hereby established and reserved to the NBA, its successors and assigns, and granted to the Operator and to the Owner of each Lot, for ingress and egress to each such Lot over and across the Common Areas and any private streets or walkways. An easement is further established and reserved to the NBA, its successors and assigns, and granted to the Operator for ingress and egress to the Central Property over and across the Common Areas including any private streets or walkways.

ARTICLE IX
Party Walls

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Each Home to be constructed in Robin Run Village will have at least one wall in common with an adjoining Home, which

common wall or walls will be built on the dividing line between Lots. Each such common wall shall be a party wall; and the rights and obligations of the Owners of such party wall shall be as follows:

Section 1. General Rules of Law to Apply. To the extent not inconsistent with this Article, the general rule of law of Indiana regarding party walls shall apply.

Section 2. Encroachment. To the extent settling, subsidence, imprecisions in initial construction or subsequent reconstructing, or other conditions cause encroachment of one adjoining Home onto the Lot on which the other adjoining Home is located, an easement is hereby granted to the Owner of the encroaching Home for any such encroachment.

Section 3. Ordinary Repairs and Maintenance. The cost of ordinary repairs and maintenance of a party wall shall be borne equally by the Owners of the Homes sharing such common wall.

Section 4. Destruction by Fire or Other Casualty. A party wall damaged or destroyed by fire or other casualty shall be repaired or replaced by the Owners of the Homes sharing such common wall, and the cost of such repairs or replacement shall be borne equally by said Owners, provided that an Owner shall have the right to call for a larger contribution from the other Owner under any applicable rule of law regarding liability for negligent or willful acts or omissions.

Section 5. Weatherproofing. Any other provisions of this Article notwithstanding, an Owner who by his negligent or willful act causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary

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protection against such elements and of repairing any damage to the wall caused by such exposure.

Section 6. Right to Contribution to Run with the Land. The right of an Owner to contribution from another Owner under this Article shall be appurtenant to the land and pass to such Owner's successors in interest in said land.

ARTICLE X

General Restrictions

Section 1. Residential Purposes Only Exception. No Lot may be improved, used or occupied for other than single-family residential purposes; provided, however, that this restriction shall not apply to:

A. Any building or structure which is used exclusively by a public utility company in connection with the furnishing of services to Robin Run Village, but such building or structure shall be constructed only with prior written consent of the Operator or the Committee;

B. Any portion of a building used by the Operator, its agents or employees, or any person, corporation or other entity with the express permission of the Operator, for a manager's office or a sales office.

C. Any Lot or other area of Robin Run Village which shall be designated by the Operator as a recreation area and which shall be improved and used solely for the benefit of the Occupants and other persons residing in Robin Run Village.

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Section 2. Awnings. No awning or sun screen of any type shall be affixed or appurtenant to any Home without the prior written consent of the Operator or the Committee.

Section 3. Exterior Placement. No truck, trailer, commercial vehicle, boat, equipment or other machinery of any type, nor cars not in daily use, shall be parked, placed, located or otherwise maintained on any Lot, parking area, street or any part of the Common Area except for those areas which may, by Rules and Regulations of Robin Run Village, be designated for the parking of certain designated types of vehicles. Automobiles shall be parked only in designated parking areas.

Section 4. Antennas and Satellite Receiving Equipment. No external antenna of any type, nor any satellite receiving equipment, shall be erected on or about any Lot or any Home located on any Lot, except with the prior written approval of the Operator or the Committee. One or more master television antenna towers or satellite receiving dishes may be erected by or with the consent of the Operator for the benefit and use of Occupants and other persons residing in Robin Run Village.

Section 5. Clotheslines. No clotheslines or clothes hangers may be constructed, used, or maintained on any Lot or on the exterior of any Home, unless completely concealed within enclosed patio areas.

Section 6. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on any Lot or in any Home located on a Lot other than household pets of such type and number as may be defined by Rules and Regulations. No such pet shall be kept, bred, or maintained for commercial purposes.

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Section 7. Plantings. No shrubbery or trees shall be planted on any Lot or in any Common Area without the prior written approval of the Operator or the Committee. Vegetable gardening shall be limited to areas designated by the Operator. Flowers may be planted on a Lot within 5 feet of the porch, patio, or foundation of the Home located on such Lot and must be maintained by the Occupant. All other plantings require approval of the Operator or the Committee. No plantings shall obstruct the natural access of residents to Common Areas.

Section 8. Noxious Activity. No noxious or offensive activity shall be carried on within Robin Run Village, nor shall any trash or other refuse be thrown, placed, or dumped upon any Lot or Common Area, whether vacant or not, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 9. Signs and Billboards. No billboards, advertising boards, or signs or structures of any kind or nature may be placed on any Lot or any Home or anywhere else in Robin Run Village except with the express prior written consent of the Operator.

Section 10. Outbuildings Prohibited. No outbuilding or other detached or attached structure appurtenant to a Home may be erected on any Lot without the prior written consent of the Operator or the Committee.

Section 11. Temporary Structures. No trailer, basement (standing alone without a structure), tent, shack, garage, barn, or other temporary structure shall be erected, used or maintained at any time on any Lot or other part of Robin Run Village; provided, that the Operator, or any other person,

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corporation, or other entity with the express prior written consent of the Operator, may locate, construct or maintain a temporary office, trailer or other structure relating to and during periods of construction, and may construct and maintain model Homes for sale, rental and lease purposes on any part of Surrounding Property (including any Lot).

Section 12. Size Required. Each Home shall contain at least 850 square feet.

Section 13. No Business. Homes shall be used exclusively for residential purposes, and no business activity of any kind shall be conducted from or in any Home.

Section 14. Privacy Fence. No privacy fence may be erected on the front of any Home. A privacy fence may be erected at the rear of a Home at the option of the Owner and at the Owner's expense, provided that such fence is constructed on the Lot on which the Home is located and further provided that the prior written approval of the Operator or the Committee is obtained in the manner provided in ARTICLE VII and that such fence conforms to the Rules and Regulations. Any area enclosed by a privacy fence shall be maintained by the Owner or Occupant of the Home.

Section 15. Exterior Treatment & Alignment. The Operator shall have the sole right to control the exterior treatment and materials used on Homes, and to direct the alignment of Homes to conform to architectural and aesthetic standards. Only Homes located at the end of any group of Homes may have side windows or two car garages.

Section 16. Construction of Additional Homes. No additional Homes shall be constructed on the Surrounding

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Property as it is defined on the date of recording of this instrument. This limitation on construction of Homes shall not apply to the construction of other improvements nor to any repair or addition to any existing Home, nor to any Home which may be constructed to replace a Home existing on the Surrounding Property as of the date of recording of this instrument, nor shall it apply to the construction of Homes on any property which may become subject to the terms of the Indenture subsequent to the recording of this instrument.

ARTICLE XI
Powers and Obligations

Section 1. Rights and Authorities. In addition to the rights and authorities otherwise set forth in this Indenture, the following rights and authorities are hereby granted:

A. Independent Living Apartments. The NBA shall have the right to construct, maintain, and operate Independent Living Apartments on the Central Property, and the residents of such apartments shall have the right to use all of the Common Areas and Common Facilities located anywhere in Robin Run Village.

B. Health Care, Nursing and Residential Care Facility. The NBA shall have the right to construct on the Central Property, maintain and operate health care, nursing and residential care facilities, licensed as such by the State of Indiana. If so constructed, these facilities will be available, on a space available basis, and pursuant to orders of priority from time to time established by the Operator, to Occupants, other residents of Robin Run Village and other persons in need of such facilities and services at such costs

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and charges as may be determined by the Operator from time to time.

C. Common Facilities. The NBA shall construct on the Property, and maintain and operate such Common Facilities appropriate to the general purposes of Robin Run Village, as the NBA, in its sole discretion, may determine. Such Common Facilities shall include meeting and craft rooms, kitchen and dining facilities, and indoor and outdoor, social and recreational activity areas and shall be available for use by Occupants and other residents of Robin Run Village. That portion of the cost of maintenance, servicing, expansion and improvement of such facilities attributable to the Owners of Lots (as determined by the Operator from time to time) shall be included in the Monthly Service Fee. In addition, a Special Use Fee, in an amount to be determined by the Operator, may be assessed to the Owner of any Home occupied by an Occupant who actually uses such facilities.

D. Additional Services. The Operator shall provide, through employees, agents, or independent contractors, such other services as the Operator determines are appropriate to the general purposes of Robin Run Village. Such services may include, without limitation, social work, physical and occupational therapy, recreational, transportation, and religious and psychological counseling services. If provided, all or a portion (as determined by the Operator from time to time) of the costs and expenses of making such services available to Occupants shall be included in the Monthly Service Fee. In addition, a Special Use Fee, in an amount to be reasonably determined by the Operator, may be assessed to the Owner of any Home occupied by an Occupant who actually uses such services.

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Section 2. Rights and Obligations. In addition to the rights and obligations otherwise set forth in this Indenture, the Operator shall, to the extent provided herein, perform the services set out below. Neither the NBA nor the Operator shall be liable to any Owner or Occupant for the failure or inability to provide any of such services for reasonable cause, and such failure or inability shall not give any Owner or Occupant any claim or cause of action against the NBA or the Operator nor affect an Owner's obligation to pay fees, charges and assessments in accordance with the covenants and conditions of this Indenture.

A. Maintenance of Interior of Homes. The Operator shall, upon the request of an Owner, make such repairs to or replacement of any plumbing, heating, air conditioning, electrical and fixed kitchen equipment originally installed in the Home or subsequently replaced by Operator as the Operator may deem reasonably necessary. The Operator shall also have the right to enter any Home to determine the need for maintenance, repair, or replacement of any such equipment and if it is determined that the maintenance of such equipment is required, the Operator shall have the right to enter any Home and make any repairs deemed necessary. If the Operator undertakes the repair or maintenance of any such equipment, any insurance proceeds or payment under any warranty to which the Owner may be entitled with respect to any damage or other condition necessitating such repair shall be paid to the Operator. The cost of all such maintenance, repair or replacement shall be included in the Monthly Service Fee unless it is reasonably determined that such maintenance, repair or replacement was necessitated by neglect or abuse on the part of the Owner in which event such cost shall be charged to the Owner as a Special Use Fee. All other maintenance of the interior of any Home is the sole obligation of the Owner,

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except that the Operator shall have the right, but not the obligation, if in its judgment such other maintenance is required and has not been performed in a timely manner by the Owner, to perform such other interior maintenance as it may deem necessary and to charge the cost of such maintenance to the Owner as a Special Use Fee. In order to determine the need for such other interior maintenance, the Operator shall have the right, but not the obligation, to enter any such Home. The Occupants of a Home which is to be entered by the Operator pursuant to this paragraph shall be given reasonable notice of such proposed entry, except in the case of an emergency, as determined by the Operator in its sole discretion, in which case no notice shall be required. Except in case of emergency, any such entry shall be at reasonable times and hours.

B. Maintenance of Exterior of Homes and of Lots. In order to assure the uniform appearance and maintenance of the exterior of all buildings and improvements in Robin Run Village, the Operator shall, at such times and in such manner as it deems necessary, maintain the exteriors of all structures in Robin Run Village, including the exteriors of Homes, which maintenance shall include painting of wood and metal surfaces, tuckpointing and concrete work, repair and replacement of roofs, windows, doors, and guttering, the seeding, sodding, mowing and trimming of grass on the Lot on which a Home is located, and maintenance, removal or replacement of the plantings on such Lot as, in the judgment of the Operator, may be required. In the event that the Operator undertakes any such maintenance or repair, any insurance proceeds to which the Owner may be entitled with respect to any damage or condition necessitating such maintenance or repair shall be paid to the Operator. The cost of all such maintenance or repair shall be included in the Monthly Service Fee.

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C. Common Areas. The Operator shall, at such times and in such manner as it deems necessary, maintain all Common Areas, including snow removal, mowing, trimming, seeding, sodding, spraying, planting trees and shrubs, lighting, the maintenance, repair, expansion, and improvement of sewers (not the responsibility of a public utility), private streets, cul-de-sacs, sidewalks, other ways used for vehicular and pedestrian traffic, and the maintenance, repair, expansion, and improvement of all facilities including the interiors and exteriors of those structures or portions of structures located in Common Areas. That portion (as determined by the Operator from time to time) of the cost of such maintenance attributable to the Owners of Lots shall be assessed as part of the Monthly Service Fee.

D. Streets and Utilities. The Operator shall have the right to dedicate to appropriate public agencies (i) any street, drive, walkway or other right of way located in Robin Run Village or any portion of any such street, drive, walkway or other right of way or (ii) any sewer, water, electric, telephone or other utility lines, equipment or related facilities.

E. Security. The Operator shall provide the services and facilities necessary to monitor emergency call buttons located in Homes. In its discretion, the Operator may, but shall not be required to provide, either directly or by contract or agreement, other security services and facilities for the Owners of Homes, and such other services as may be in the interest of the health, safety, and welfare of the Owners and Occupants. The cost of such services, if provided, shall be assessed to the Owners as part of the Monthly Service Fee.

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F. Trash Disposal. In the event that the governmental unit which has jurisdiction over the Property does not provide curbside trash pick up and disposal services, the Operator will provide such services at reasonable intervals, as determined by the Operator. The cost of such services, if provided, shall be assessed to the Owners as part of the Monthly Service Fee.

ARTICLE XII

Insurance

Section 1. Insurance by Owners of Homes. The Owner of a Home shall bear the risk of loss for, and shall maintain separate insurance on household goods, furnishings, clothing and all other tangible personal property, including automobiles. Such Owner shall bear the sole risk of loss of such Owner's Home and shall maintain fire and extended coverage insurance on such Home in an amount sufficient to assure that in the event of any loss insurance proceeds in an amount sufficient to pay for total reconstruction or replacement of the Home will be available. The Owner of such Home, the holder of any note secured by mortgage or deed of trust encumbering the Lot on which such Home is located and the NBA (in order to assure the payments of insurance proceeds as provided in Section 2 of this Article) shall each appear as named insureds and/or loss payees on each such policy insuring a Home. Such fire and extended coverage insurance shall be maintained with such companies and in at least such amounts as may be acceptable to the Operator and a certificate of insurance evidencing such coverage, in a form acceptable to the Operator, shall be delivered to the Operator at or before the time title to a Lot is transferred to an Owner. This certificate of insurance shall contain a provision stating that the coverage

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afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the Operator.

Section 2. Proceeds Payable. In order to assure that if a Home is damaged or destroyed by fire or other casualty, it will be rebuilt or repaired in a manner in keeping with the overall design and purposes of Robin Run Village, all insurance proceeds payable as a result of the damage to or destruction of any Home shall be payable jointly to the NBA, the Owner of such Home and the holder of any note secured by mortgage or deed of trust which encumbers the Lot on which said Home is constructed, as their respective interests may appear, and shall be delivered to the NBA. The Operator in consultation with and with the concurrence of the Owner, shall, on behalf of the NBA, have full authority to adjust the loss with such insurance company. The proceeds so received by the NBA shall be dealt with as follows:

A. Repair or Reconstruction. Any insurance proceeds so received shall, subject to the provisions of Paragraph B of this Section 2, be used by the NBA to repair or reconstruct the Home or Homes damaged or destroyed unless (i) the Operator, (ii) the Owner(s) of all of the Homes so damaged or destroyed and located in a contiguous group of Homes, (iii) the holders of any notes secured by mortgages or deeds of trust which encumber the Lot(s) on which such Home or Homes damaged or destroyed in a contiguous group of Homes are constructed, (iv) the Owner(s) of all undamaged Homes located in the contiguous group of homes of which the Home(s) damaged or destroyed are a part, and (v) the holders of any notes secured by mortgages or deeds of trusts encumbering the Lot(s) on which such undamaged Home or Homes located in a contiguous group of Homes are constructed, all shall elect not to rebuild. In such latter

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event, debris shall be removed from the Lot(s) upon which such damaged or destroyed Home(s) are located, the Lot(s) and damaged Home(s) shall be cleaned up to the extent and in the manner determined by the Operator, and the damaged or destroyed Home(s) and the Lot(s) upon which they are situated shall be sold. The sale of any such Lot shall be subject to the express condition that the purchaser of each such Lot be obligated to repair or reconstruct the Home on such Lot within a reasonable period of time and that prior to the repair or reconstruction of such home, the plans be approved as provided in ARTICLE VII to assure that the Home so repaired or reconstructed will be in keeping with the other Homes in Robin Run Village. The net proceeds received from the sale of each such Lot, together with the insurance proceeds received as a result of the damage to the Home located on such Lot (less any costs incurred to remove all debris from the Lot and any fees, charges or assessments or any associated penalties or interest due hereunder), shall be paid to the Owner of the Home so damaged or destroyed and the holder(s) of any note(s) secured by mortgage(s) or deed(s) of trust encumbering the Lot on which such Home was constructed, as their respective interests appear.

B. Proceeds Insufficient. If it is determined that a Home that is damaged or destroyed is to be repaired or rebuilt but the insurance proceeds are insufficient to pay all of the cost thereof, the Owner of such Home shall pay to NBA all amounts in excess of such insurance proceeds which the NBA may reasonably determine to be necessary to rebuild or repair such home. In the event that more than one Home in the contiguous group of Homes is damaged or destroyed, the amount to be contributed by the Owner of each damaged or destroyed Home will be determined by a qualified appraiser selected by the NBA in consultation with the Owners of such Homes. Until all amounts necessary to rebuild or repair all damaged or destroyed Homes

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in a contiguous group of Homes have been paid to the Operator, the Operator shall have no obligation to repair or rebuild any damaged or destroyed Home in the group. If all such amounts are not paid by the Owner or the insurance company for the Owner, as herein required, within one hundred eighty (180) days of the damage or destruction of such Home(s), the NBA shall have the absolute right, but not the obligation, to purchase the Lot (including the Home as is) upon which each such Home is located, at its fair market value, as determined by a qualified appraiser selected by the NBA in consultation with the Owner of such Home. Upon payment to the Owner and the holder of any note secured by mortgage against such Home (as their respective interests may appear) of such amount (less any fees, charges or assessments and any associated penalties or interest due hereunder and less any costs incurred to remove all debris from the Lot) plus the amount of any casualty insurance proceeds received by NBA, the Owner shall forthwith deliver to NBA a duly executed general warranty deed conveying the Lot and improvements as is, to the NBA, in marketable fee simple title subject only to the restrictions herein set forth and any other matters appearing of record prior to the date hereof. ®

Section 3. Insurance by the NBA. The NBA shall maintain fire and extended coverage insurance on all Common Facilities and all other buildings and improvements located in Common Areas at full replacement value, less a reasonable deductible.

Section 4. Liability for Loss. If any Common Area or Common Facility should, for any reason, be damaged or destroyed or otherwise rendered unusable, neither the NBA nor the Operator shall have any obligation under this Indenture to indemnify the Owner of any Home for any loss of the right to use any such Common Area or Common Facility.

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Section 5. Replacement of Improvements. If any Common Area or Common Facility is substantially damaged by fire or casualty, the NBA shall have the absolute right to elect whether or not to reconstruct such structure or facility.

Section 6. Release. Each Owner releases each other Owner, the NBA, its agents, employees, successors, and assigns and the Operator, its agents, employees, successors and assigns, from any claim for property damage arising out of any occurrence covered by fire and extended coverage insurance, to the extent such property damage is covered by such insurance.

Section 7. Obligation of Owner or Occupant. In the event of the substantial loss or destruction of a Home with the result that such Home cannot be occupied, if the Home is to be rebuilt pursuant to Section 2, the obligation of the Owner to pay fees, charges, and assessments shall be suspended from the date of such damage or destruction to the date the Occupants of such Home are reasonably able to re-occupy such Home. In the event that a Home so damaged or destroyed is not rebuilt, pursuant to Section 2, then, except to the extent of any unpaid and outstanding fees, charges, assessments or any associated penalties or interest due from such Owner as of the date of such damage or destruction or any other obligation which accrued prior to the date of the damage or destruction of the Home, the Owner shall have no further obligation to pay fees, charges, and assessments until a new Home is constructed on such Lot and is reasonably able to be occupied.

Section 8. Indemnification. Each Owner shall indemnify and hold the NBA, its agents, employees, successors and assigns, and the Operator, its agents, employees, successors and assigns, harmless from any claim of personal injury or bodily injury by such Owner, such Owner's guests and invitees,

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any Occupant of the Home owned by Owner, any guest or invitee of such Occupant or by any other person, corporation or other entity arising from the use and/or occupancy of any Home, Lot, Common Area, Common Facility or other portion of Robin Run Village by Owner, Owner's guests, invitees, any Occupant of Owner's Home, or any guest or invitee of such Occupant except if the NBA or the Operator is determined to be solely negligent in causing such injury or damage.

ARTICLE XIII

Easement of Enjoyment

The NBA hereby establishes and reserves to itself, its successors and assigns, and grants to the Operator and its assigns and the Owner of each Lot, from time to time, a right and easement of enjoyment in and to the Common Areas. Such easement shall be subject to the terms of this Indenture and the Rules and Regulations.

ARTICLE XIV

Enforcement

The NBA, the Operator, or any one or more Owners shall have the right to enforce, by any proceeding at law or in equity, any or all of the restrictions, conditions, obligations, covenants, easements or other provisions which are or may hereafter be contained in this Indenture. Failure to enforce any restrictions, conditions, obligations, covenants, easements or other provisions which are or may hereafter be contained in this Indenture shall in no event be deemed a waiver of the right to do so thereafter for the same or a different

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violation, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE XV
General Provisions

Section 1. Notices. All notices to be given hereunder shall be in writing and either delivered in person or sent by receipted, certified or registered mail, return receipt requested. All notices sent to an Owner shall be sent to the address of the Home owned by such Owner or to the last address furnished in writing by such Owner to the Operator. Each Owner shall be responsible to timely inform the Operator, in writing, of any change of address. All notices to be sent to the Operator or the NBA shall be sent to the then current business address of the Operator. A notice shall be deemed received on the date delivered in person or on the date receipt is acknowledged on the certified or registered mail receipt.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Indenture or the intent of any provision thereof.

Section 3. Gender and Number. Whenever the context so requires, the use of any gender in this Indenture shall be deemed to include any other gender, and the use of the singular shall be deemed to include the plural.

Section 4. Covenants Running with the Land. All of the provisions of this Indenture shall be deemed to be covenants running with the land.

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Section 5. Severability. Invalidation of any one or more of the foregoing restrictions, conditions, obligations, covenants, easements or other provisions by judgment of a court of law shall in no manner affect any of the other restrictions, conditions, obligations, covenants, easements and other provisions herein, which all shall remain in full force and effect.

Section 6. Joint and Several Liability. This Indenture and all of its restrictions, conditions, obligations, covenants, easements and other provisions shall be binding upon each individual Owner and upon each joint Owner, jointly and severally, and upon each of their heirs, personal representatives, successors and assigns.

ARTICLE XVI
Amendments

The provisions of this Indenture may be amended at any time by majority vote of the Board of Trustees of the NBA upon a written declaration signed by an officer of the NBA and duly recorded, provided that such amendment has been approved, in writing, by the Operator, and provided further that if such amendment significantly reduces any of the required obligations or services to Owners hereunder or diminishes the right of access to a Lot, such declaration must also be executed by the persons or entities holding title to a majority of the Lots shown on the Plat. The provisions of this Indenture may also be amended by a duly recorded declaration signed by the persons or entities holding title to at least 75% of the Lots shown on the Plat, provided that such amendment has previously been approved, in writing, by the NBA and by the Operator.

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IN WITNESS WHEREOF, the undersigned Greater Indianapolis Disciples Housing, Inc. has caused this Indenture to be executed the day and year first above written and the undersigned, The National Benevolent Association of the Christian Church (Disciples of Christ) has caused this Indenture to be executed the day and year first above written in order to evidence its approval thereof.

GREATER INDIANAPOLIS DISCIPLES HOUSING, INC.

(SEAL)

By M. Joan Bennett
M. Joan Bennett, President
Attest: Marjorie C. Parker
Marjorie C. Parker, Secretary

THE NATIONAL BENEVOLENT ASSOCIATION OF THE CHRISTIAN CHURCH (DISCIPLES OF CHRIST)

By: Leon Whitney
Leon Whitney
Attest: Ronald L. Hollen
Ronald L. Hollen

(SEAL)

STATE OF Indiana)
COUNTY OF Marion)

SS

On this 16th day of July, 1991, before me, appeared M. Joan Bennett to me personally known, who being by me duly sworn, did acknowledge and say that he is the President of Greater Indianapolis Disciples Housing, Inc., an Indiana not for profit corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said instrument is the free act and deed of said corporation.

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IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal of my office in Indianapolis, Indiana, the day and year last above written.

Frieda E. Sharp
Notary Public Frieda E. Sharp

My commission expires:

Feb. 14, 1993

STATE OF Missouri)
COUNTY OF St. Louis)

SS

On this 2nd day of July, 1991, before me, appeared Leon Whitney to me personally known, who being by me duly sworn, did acknowledge and say that he is the President of The National Benevolent Association of the Christian Church (Disciples of Christ), a Missouri not for profit corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustees, and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal of my office in St. Louis, Missouri, the day and year last above written.

Jane Duley Jefferson
Notary Public Jane Duley Jefferson
NOTARY PUBLIC - STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES JAN. 27, 1994

My commission expires:

CHICAGO TITLE

This Document Prepared By:

DRAHEIM & PRANSCHKE
12444 Powerscourt Drive
Suite 450
St. Louis, Missouri 63131
(314) 965-6455

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EXHIBIT I
ORIGINAL PROPERTY

Real Property located in Marion County, Indiana, and more particularly described as follows:

Part of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, of the Second Principal Meridian, in Marion County, Indiana more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter, thence South 89 degrees 01 minute 45 seconds West along the South line thereof a distance of 666.34 feet to a point; thence North 00 degrees 05 minutes 10 seconds West a distance of 169.85 feet to a point; thence South 89 degrees 01 minute 45 seconds West parallel with the South line of said Southwest Quarter a distance of 330.33 feet to a point which is 169.85 feet north of the Southwest corner of the East Half of the West Half of the East Half of said Southwest Quarter; thence North 00 degrees 05 minutes 10 seconds West along the West line of the East Half of the West Half of the East Half of said Southwest Quarter a distance of 1,156.67 feet to the Northwest corner of the South Half of the East Half of the West Half of the East Half of said Southwest Quarter; thence South 88 degrees 43 minutes 45 seconds West along the North line of the Southeast Quarter of said Southwest Quarter a distance of 332.43 feet to the Northwest corner thereof; thence North 00 degrees 05 minutes 37 seconds West along the West line of the Northeast Quarter of said Southwest Quarter a distance of 1,324.77 feet to the Northwest corner thereof; thence North 88 degrees 25 minutes 46 seconds East along the North line of said Southwest Quarter a distance of 1330.58 feet to the Northeast

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corner thereof; thence South 00 degrees 03 minutes 49 seconds East along the East line of said Southwest Quarter a distance of 2,662.50 feet to the point of beginning.



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EXHIBIT II
ADDITIONAL PROPERTY

Commencing at the southeast corner of said southwest quarter; thence South $89^{\circ} 01' 45''$ West (assumed bearing) along the south line thereof a distance of 666.34 feet to the Point of Beginning; thence continuing along said south line South $89^{\circ} 01' 45''$ West a distance of 330.33 feet to the southwest corner of the east half of the west half of the east half of said southwest quarter; thence North $00^{\circ} 05' 10''$ West along the west line of said half-half-half quarter section a distance of 169.85 feet; thence North $89^{\circ} 01' 45''$ East parallel with the south line of said southwest quarter a distance of 330.33 feet; thence South $00^{\circ} 05' 10''$ East parallel section a distance of 169.85 feet to the Point of Beginning. Containing 1.288 acres, more or less.



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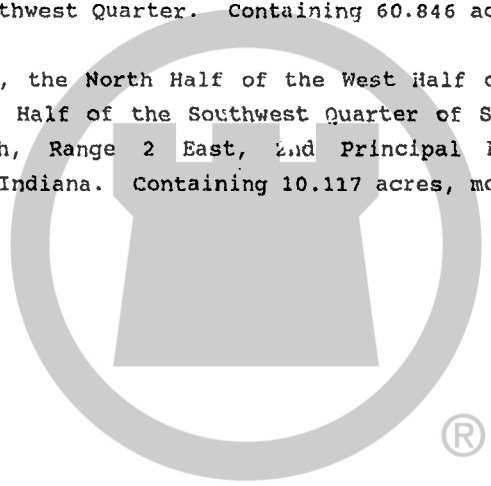
V480

EXHIBIT III
NEW TOTAL PROPERTY

The East Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana.

Also, the East Half of the West Half of the East Half of said Southwest Quarter. Containing 60.846 acres, more or less.

Also, the North Half of the West Half of the West Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana. Containing 10.117 acres, more or less.



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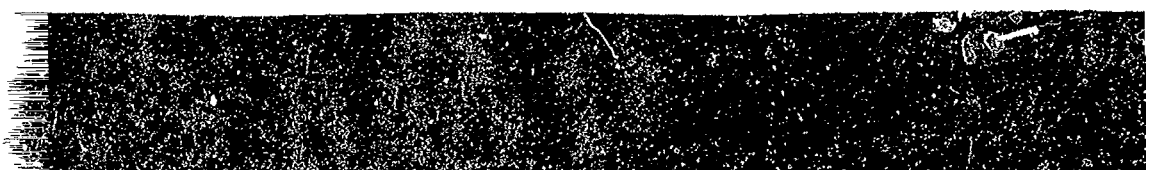


EXHIBIT IV
CENTRAL CORE

Part of the East half of the Southwest quarter of Section 36, Township 17 North, Range 2 East, second principal meridian in Marion County, Indiana being described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence South $89^{\circ} 01' 45''$ West along the South line of said Southwest Quarter and the centerline of West 62nd Street, 500.00 feet; thence North $00^{\circ} 00' 00''$ East 45.01 feet to the North right-of-way line of the West 62nd Street. Thence; North $00^{\circ} 00' 00''$ East 283.55 feet along the centerline of Red Chalice Road; thence, 82.03 feet along a curve to the right having a radius of 235.00 feet subtended by a long chord having a bearing of North $10^{\circ} 00' 00''$ East and a length of 81.61 feet; thence North $20^{\circ} 00' 00''$ East 288.85 feet; thence 266.60 feet along a curve to the left having a radius of 235.00 feet and subtended by a long chord having a bearing of North $12^{\circ} 30' 00''$ West and a length of 252.53 feet; thence North $45^{\circ} 00' 00''$ West 80.29 feet to the intersection of the centerline of Robin Run East; thence continuing North $45^{\circ} 00' 00''$ West 35.00 feet to the Point of Beginning. Thence North $45^{\circ} 00' 00''$ East 381.00 feet; thence 314.16 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of North $00^{\circ} 00' 00''$ East and a length of 282.84 feet; thence North $45^{\circ} 00' 00''$ West 397.66 feet; thence 471.24 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of South $67^{\circ} 30' 00''$ West and a length of 369.55 feet; thence South $00^{\circ} 00' 00''$ East

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562.38 feet; thence 471.24 feet along a curve to the left having a radius of 300.00 feet and subtended by a long chord having a bearing of South 67°30' 00" East and a length of 369.55 feet; thence North 45° 00' 00" East 16.66 feet to the Point of Beginning containing 10.934 acres more or less.



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EXHIBIT V
SURROUNDING PROPERTY

The East Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana.

Also, the East Half of the West Half of the East Half of said Southwest Quarter. Containing 60.846 acres, more or less.

Also, the North Half of the West Half of the West Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana. Containing 10.117 acres, more or less.

EXCEPTING THEREFROM:

Real Property located in Marion County, Indiana, and more particularly described as follows:

Part of the East half of the Southwest quarter of Section 36, Township 17 North, Range 2 East, second principal meridian in Marion County, Indiana being described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence South $89^{\circ} 01' 45''$ West along the South line of said Southwest Quarter and the centerline of West 62nd Street, 500.00 feet; thence North $00^{\circ} 00' 00''$ East 45.01 feet to the North right-of-way line of the West 62nd Street. Thence; North $00^{\circ} 00' 00''$ East 283.55 feet along the centerline of Red Chalice Road; thence, 82.03 feet along a curve to the right having a radius of 235.00 feet subtended by a long chord having a bearing of North $10^{\circ} 00' 00''$ East and a length of 81.61 feet;

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thence North 20° 00' 00" East 288.85 feet; thence 266.60 feet along a curve to the left having a radius of 235.00 feet and subtended by a long chord having a bearing of North 12° 30' 00" West and a length of 252.53 feet; thence North 45° 00' 00" West 80.29 feet to the intersection of the centerline of Robin Run East; thence continuing North 45° 00' 00" West 35.00 feet to the Point of Beginning. Thence North 45° 00' 00" East 381.00 feet; thence 314.16 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of North 00° 00' 00" East and a length of 282.84 feet; thence North 45° 00' 00" West 397.66 feet; thence 471.24 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of South 67° 30' 00" West and a length of 369.55 feet; thence South 00° 00' 00" East 562.38 feet; thence 471.24 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of South 67° 30' 00" East and a length of 369.55 feet; thence North 45° 00' 00" East 16.66 feet to the Point of Beginning containing 10.934 acres more or less.



CHICAGO TITLE

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LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 1 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Unit #1 - Cluster A #1
Owner(s) of Lot 1 of Robin Run Village:

William A. Stewart

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 2 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

66404 Friendship way
Owner(s) of Lot 2 of Robin Run Village:

Mary E. Wells ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 3 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

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Owner(s) of Lot 3 of Robin Run Village:

Marjorie M. Gilliland
Robert F. Gilliland

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 4 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 4 of Robin Run Village:

Cleo L. Sinn
A. Gladine Sinn

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 5 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 5 of Robin Run Village:

Charlotte Cull
6418 Friendship Circle

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 6 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

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Owner(s) of Lot 6 of Robin Run Village:

Mary Lou Underhill
5-28-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 8 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 8 of Robin Run Village:

Margaret E. Heidelmann

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 10 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 10 of Robin Run Village:

Julius J. Romine 6/12/91
E. Irene Romine

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 11 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 11 of Robin Run Village:

Vinton D. Bradshaw
Masha June Bradshaw

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 112 Ridge ^{Sec. I Cluster A} Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 112 Ridge ^{Sec. I Cluster A #12} Robin Run Village:

Garth L. Palmer
Mary T. Palmer

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 14 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 14 of Robin Run Village:

Martina M. Franco

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 15 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

910074207

Owner(s) of Lot 15 of Robin Run Village:

Robert J. Runsey
Margaret T. Runsey

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 16 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 16 of Robin Run Village:

William L. Sherman

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 17 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 17 of Robin Run Village:

Edith C. Rensberger

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 18 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

DATED - MAY 29, 1991

Owner(s) of Lot 18 of Robin Run Village:

Don C. Hamplian, Jr.
Helen M. Hamplian

LOT # 18 = GOLF FRIENDSHIP
CIRCLE
INDIANAPOLIS, IN.
4/26/88

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 19 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 19 of Robin Run Village:

Harley R. Dungen 7/10/91
Sandra J. Dungen

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 20 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 20 of Robin Run Village:

Robert E. Reinhardt 5/30/91
Luella M. Reinhardt 5/30/91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 22 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 22 of Robin Run Village:

910074207

Theresa Stelmach
A. S. Stelmach

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 23 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 23 of Robin Run Village:

Spencer P. Austin
Kathleen S. Austin

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 25 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 25 of Robin Run Village:

Blanche Alexander
6430 Chapelwood Ct.

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 26 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 26 of Robin Run Village:

Francis D. Craddock
James R. Craddock

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 27 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 27 of Robin Run Village:

James Blair Miller
Sara L. Miller

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 28 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

with #28 in Book B C Carter
Owner(s) of Lot 28 of Robin Run Village:

Rev. Howard F. Miller
Helen S. Miller

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 29 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 29 of Robin Run Village:

Louise C. Buckley

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 30 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 30 of Robin Run Village:

Clyde H. Evans
Edweta D. Evans

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 31 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 31 of Robin Run Village:

Clarence J. Holman May 28, 1991
Doris R. Votava - May 28, 1991

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot #32 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 32 of Robin Run Village:

910074207

Garsh E. McBride

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 33 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 33 of Robin Run Village:

Thelma T. Tanks

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 34 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 34 of Robin Run Village:

Mary Louise Burrows
B-18-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 35 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

910074207

Owner(s) of Lot 35 of Robin Run Village:

Ruth Woodall

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 36 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 36 of Robin Run Village:

Donna M. Mills

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 37 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 37 of Robin Run Village:

Jerome B. McCoy 5-28-91
Mary Elizabeth McCoy 5-28-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 38 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 38 of Robin Run Village:

Burdell's La Verne Carter
May 28, 1991

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 39 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 39 of Robin Run Village:

Robert L. Roush

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 40 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 40 of Robin Run Village:

He P. Zboski
May 23 1981

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 41 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

910074207

Owner(s) of Lot 41 of Robin Run Village:

Ellen & Robert

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 42 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 42 of Robin Run Village:

James Shaw
W. H. Shaw

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 43 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 43 of Robin Run Village:

William H. Richardson 6-4-91
Barbara E. Richardson 6-4-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 45 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 45 of Robin Run Village:

Richard P. Banning
Virginia L. Banning

910074207

LOT OWNER'S CERTIFICATE

Unit 46, Bldg. C, Cluster C

The undersigned, as the Owner(s) of Lot Section II of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Unit 46, Bldg. C, Cluster C, Section II
Owner(s) of Lot 46 of Robin Run Village:

Catherine J. Butler
May 25, 1991

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 47 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 47 of Robin Run Village:

Harriet A. Shields
Mar. 28, 1991 (R)

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 49 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 49 of Robin Run Village:

910074207

Wayne M. Harney 6-8-91
Elizabeth D. Harney 6-8-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 50 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 50 of Robin Run Village:

G. Kenneth Perrell
6511 Cane Ridge Court

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 51 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 51 of Robin Run Village:

G. Kenneth Perrell
6511 Cane Ridge Court 5/31/91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 52 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 52 of Robin Run Village:

Governor L. Frank Roush
6507 Cane Ridge Court

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 55 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 55 of Robin Run Village:

Barbara B. Hendrickson 5/29/91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 56 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 56 of Robin Run Village:

Emma Lou Endrey
Paul E. Endrey

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 57 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 57 of Robin Run Village:

910074207

William H. Bentley
Shelma S. Bentley

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 58 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 58 of Robin Run Village:

Abigail M. Headlee

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 59 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 59 of Robin Run Village:

Thelma G. Jones

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 60 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 60 of Robin Run Village:

James Fredrick Smell 5/30/91
Ryan Smell 5/30/91

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 61 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 61 of Robin Run Village:

Carol R. Borden
8407 Pine Hill, May, 1991

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 62 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 62 of Robin Run Village:

Mary Ann Harvina

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 63 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 63 of Robin Run Village:

Russell A. Ditch
Stanley L. Ditch

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 64 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 64 of Robin Run Village:

Bevil O. Wells
Bobada Wells

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 65 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 65 of Robin Run Village:

Sarah H. Pappas

LOT OWNER'S CERTIFICATE

The undersigned, as the owner(s) of Lot 67 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 67 of Robin Run Village:

Eva E. Kral
Lawrence T. Kral

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 68 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 68 of Robin Run Village:

Louise Coan

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 69 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 69 of Robin Run Village:

Edwin C. Proctor
Dora M. Proctor ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 70 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 70 of Robin Run Village:

Mary K. Caldemeyer
(6424 Peace Place)

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 71 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 71 of Robin Run Village:

J. Maurice Thompson 5-29-91
David L. Thompson 5-29-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 72 of Robin Run Village per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 72 of Robin Run Village:

Peg Perkins
Robert Lee Perkins ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot #73 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot #73 of Robin Run Village:

Evelyn B. Tinsell
Genneth D. Tinsell

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 74 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 74 of Robin Run Village:

Ernestine W. Wisker
5/28/91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 75 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 75 of Robin Run Village:

Edwin C. Luerott 5-23-91
Adrian R. Luerott 5-25-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 77 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 77 of Robin Run Village:

910074207

Raymond W. Kade 6-10-91
Richard C. Kade 6-10-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 78 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 78 of Robin Run Village:

Bettie L. Cassman

6-19-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot #79 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot #79 of Robin Run Village:

Constance A. Wick

Joseph D. Wick

June 7, 1991

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 80 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 80 of Robin Run Village:

Richard V. Montiel 6/14/91

Margaret E. Montiel 6/14/91

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 81 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 81 of Robin Run Village:

Robert W. Hudson
Ruth Alice Hudson

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 82 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 82 of Robin Run Village:

Lewis J. Rubenking ®

LOT OWNER'S CERTIFICATE CHICAGO TITLE

The undersigned, as the Owner(s) of Lot 84 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 84 of Robin Run Village:

910074207

Mary Margaret Shultz
5-28-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 85 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 85 of Robin Run Village:

John H. Colbert
Ruth H. Colbert

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 86 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 86 of Robin Run Village:

6/12/91 Edmund A. Jonkowski
6/12/91 Mariana Jonkowska

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 87 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 87 of Robin Run Village:

910074207

Charles R. Goss
Elizabeth J. Goss

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 88 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 88 of Robin Run Village:

Edward R. Hallegger

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 90 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 90 of Robin Run Village:

May 28, 1991

May 28, 1991

Richard P. McClanahan
Richard P. McClanahan

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 91 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 91 of Robin Run Village:

5/28/91

313374207

Edwin R. Allen
Edwin R. Allen

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 92 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 92 of Robin Run Village:

James H. S. Hull
Margaret Hull

May 25, 1991

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 93 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 93 of Robin Run Village:

James G. Hadden ®
Norman C. Hadden

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 94 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 94 of Robin Run Village:

Samuel K. Parke #5-20-91
Vic. R. Parke - 5-20-91

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 95 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 95 of Robin Run Village:

Chetile M. Trail
5411 Love Lane

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 96 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 96 of Robin Run Village:

Virgil W. Kelley ®
Laura M. Kelley

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 97 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot #97 of Robin Run Village:

Evelyn Park Brown
L. Eugene Brown

91007420'

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 98 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 98 of Robin Run Village:

Margaret S. Robbins

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 99 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 99 of Robin Run Village:

Hennetta L. DeVore
Bernard C. DeVore, Jr.

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 100 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 100 of Robin Run Village:

Robert W. Fribley
Jane S. Fribley

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 102 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 102 of Robin Run Village:

Robert L. Reynolds
Marady R. Reynolds

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 103 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 103 of Robin Run Village:

Anita M. Wlodarska

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 105 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 105 of Robin Run Village:

Paul E. Kessler
Ray J. Kew

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 106 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 106 of Robin Run Village:

Euclyn Wilken
5414 Lowe Lane

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 108 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 108 of Robin Run Village:

Yara B. Schmitt June 5, 1991

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 109 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 109 of Robin Run Village:

910074207
5405 Unity Trail

Marcell L. Kinnick
Paul C. Kinnick
5-28-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 110 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 110 of Robin Run Village:

Joseph M. Smith
William H. Smith
Melvin R. Weston

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 111 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 111 of Robin Run Village:

Russell S. White ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 112 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 112 of Robin Run Village:

Harriett H. Green
May 27, 1991

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 113 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 113 of Robin Run Village:

Harwood B. Tye
Wilma M. Tye

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 114 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 114 of Robin Run Village:

Stoko Maeda
5413 Unity Blvd

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 115 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 115 of Robin Run Village:

910074207

Joe G. Lehman 6/3/91
Kathleen G. Lehman 6-3-91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 116 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 116 of Robin Run Village:

Phil W. Clark 5-25-91
Thomas J. Clark

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 119 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 119 of Robin Run Village:

John J. Block
Chris M. Block ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 120 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 120 of Robin Run Village:

Edmund M. Irwin
Helen M. Irwin
May 29, 1991

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 121 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 121 of Robin Run Village:

Norma H. Oppenlander

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 122 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 122 of Robin Run Village:

Blanche A. Jackson

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 123 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 123 of Robin Run Village:

Gordon Wylie
Pauline B. Wylie

310074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 124 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 124 of Robin Run Village:

Helen F. Bernheiser
(Miss not Mrs.)

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 125 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 125 of Robin Run Village:

David Peterson ^{May 30/91}
Grace E. Peterson ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 126 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 126 of Robin Run Village:

910074207

Paul Longenbach
Hilma Longenbach

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 127 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 127 of Robin Run Village:

[Handwritten Signature] 30
11/11/11

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 128 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 128 of Robin Run Village:

Margaret G. Sullivan ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 129 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 129 of Robin Run Village:

[Handwritten Signature]

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 130 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 130 of Robin Run Village:

William E. Harrison
Joseph B. Brown

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 133 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 133 of Robin Run Village:

John E. Smith
May 28 1991 ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 134 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 134 of Robin Run Village:

Lester E. Robinson
Lester E. Robinson

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot # 135 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot # 135 of Robin Run Village:

Edith N. Williams

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot # 136 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot # 136 of Robin Run Village:

Cassie B. Williams
5304 Clarington Lane ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot # 137 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot # 137 of Robin Run Village:

Lois J. Henderson

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 139 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 139 of Robin Run Village:

George D. Wahn
Endora B. Wahn

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 141 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 141 of Robin Run Village:

B. R. MEADE
Clair R. Meade

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 143 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 143 of Robin Run Village:

Ruth Bates

310074207

6/9/91

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 144 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 144 of Robin Run Village:

Parker Pengilly
Jackie M. Pengilly

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 145 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 145 of Robin Run Village:

Jack Romby
Bertha Romby

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 146 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 146 of Robin Run Village:

Robert H. Suakow May 28, 1991
Nandee B. Suakow 5-28-91

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 147 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 147 of Robin Run Village:

Timothy E. Oakes
Hollis B. Oakes

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 148 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 148 of Robin Run Village:

Margaret J. Swanson

CHICAGO TITLE
LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 150 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 150 of Robin Run Village:

Alenora Fern Freeman
5-29-91

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 151 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 151 of Robin Run Village:

Wendy M. Sutton
May 20, 1991

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 152 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 152 of Robin Run Village:

[Signature] ®
[Signature]

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 153 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 153 of Robin Run Village:

Bonnie L. Faulk

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 154 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 154 of Robin Run Village:

5/28/91

London H. Wilson
John W. Moore

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 155 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 155 of Robin Run Village:

E. June J. J. J.
6307 Bush Run May 28, 1991

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 156 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 156 of Robin Run Village:

910074207

Nellie Turner
May 20 - 1991

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 157 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

May 28, 1991

Owner(s) of Lot 157 of Robin Run Village:

Arthur J. Prell
June E. Prell

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 150 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 150 of Robin Run Village:

Jacqueline A. Hindley
5412 W. 14th Trail ®

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 162 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 162 of Robin Run Village:

Anna M. Harrison
Michelle K. Harrison

910074207

LOT OWNER'S CERTIFICATE

The undersigned, as the Owner(s) of Lot 163 of Robin Run Village, per plat thereof recorded in the office of the Recorder of Deeds for Marion County, Indiana, has read that certain First Amended and Restated Indenture of Restrictions of Robin Run Village to which this Certificate is attached, and hereby approves of and consents to the implementation and recording of said First Amended and Restated Indenture, as is attested to by the signature of the undersigned set forth below.

Owner(s) of Lot 163 of Robin Run Village:

Cora May Gray
6322 Robin Run



CHICAGO TITLE

910074207

AMENDMENT TO AND SPREADER
OF INDENTURE
OF RESTRICTIONS OF
ROBIN RUN VILLAGE

This Amendment to and Spreader of Indenture of Restrictions of Robin Run Village (this "Amendment"), is made and executed this 3rd day of June, 1998, by The National Benevolent Association of the Christian Church (Disciples of Christ), a Missouri nonprofit corporation (the "NBA"). The following recitals form the basis of this Amendment:

RECITALS:

WHEREAS, a certain Indenture of Restrictions was executed on or about the 19th day of January, 1987, (the "Indenture"), which Indenture was recorded as Instrument Number 870128788 of the records maintained by the Recorder of Deeds for Marion County, Indiana (the "Recorder's Office"); and

WHEREAS, the Indenture was amended and restated in its entirety by that certain First Amended and Restated Indenture of Restrictions of Robin Run Village (the "Restated Indenture"), which Restated Indenture was recorded on July 24, 1991, in the Recorder's Office as Instrument Number 910074207; and

WHEREAS, pursuant to Article II, Section 3 of the Restated Indenture, the NBA may, at any time, subject other real property to the terms of the Restated Indenture; and

WHEREAS, the NBA owns certain real property legally described on Exhibit A attached hereto and incorporated herein (the "Added Property"); and

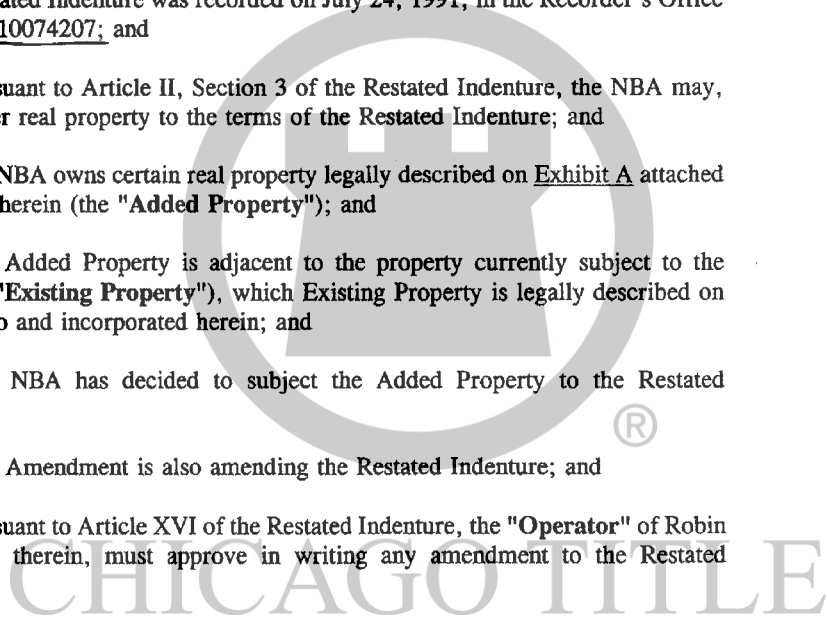
WHEREAS, the Added Property is adjacent to the property currently subject to the Restated Indenture (the "Existing Property"), which Existing Property is legally described on Exhibit B attached hereto and incorporated herein; and

WHEREAS, the NBA has decided to subject the Added Property to the Restated Indenture; and

WHEREAS, this Amendment is also amending the Restated Indenture; and

WHEREAS, pursuant to Article XVI of the Restated Indenture, the "Operator" of Robin Run Village as defined therein, must approve in writing any amendment to the Restated Indenture; and

WHEREAS, as of the date hereof, the Operator of Robin Run Village is Greater Indianapolis Disciples Housing, Inc., an Indiana not for profit corporation ("GIDHI"); and



WHEREAS, NBA hereby declares that the amendments contained herein to the Restated Indenture do not significantly reduce any of the required obligations or services to Owners, nor do the amendments contained herein diminish the right of access to any Lot.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, NBA hereby subjects the Added Property to the Restated Indenture and amends the Restated Indenture as follows:

1. All capitalized terms in this Amendment shall have the same meaning as defined in the Restated Indenture, except as such capitalized terms are defined or modified herein.

2. The Added Property shall, from the date hereof, be subject to the Restated Indenture as amended hereby and shall be considered "Property" and "Surrounding Property" as such terms are used in the Restated Indenture. Accordingly, Exhibits III and V of the Restated Indenture are hereby amended to include the Added Property and are restated in their entirety as set out in Exhibit C and Exhibit D attached hereto.

3. Article I of the Restated Indenture is amended by adding a new definition as follows:

Robin Run Homes, Inc. The terms "Robin Run Homes, Inc." and "Robin Run Homes" when used herein shall each refer to both Robin Run Homes, Inc. and Homes of Robin Run, Inc.

4. Article IX of the Restated Indenture is amended by deleting the word "will" immediately following the word "Village" in the first sentence and in place thereof substituting the word "may."

5. Article X, Section 1.B. of the Restated Indenture is deleted in its entirety and replaced with the following:

B. Any Lot or portion thereof being used by NBA or Operator or any other person or entity with the express written permission of the Operator, as a manager's office, sales office, general office, parking lot, independent living apartment, assisted living facility, nursing care facility, adult or child day care facility, or a Common Facility.

6. Article X, Section 15 of the Restated Indenture is amended by deleting the last sentence in its entirety.

7. Article XI, Section 1.A. and 1.B. of the Restated Indenture are each amended by deleting the phrase, "the Central Property" and in place thereof inserting the phrase, "any of the

property subjected to this Indenture and owned by NBA or Operator." Furthermore, Article XI, Section 1.B. is amended to retitle the Section "Health Care, Nursing, Residential Care and Day Care Facilities" and to insert the phrase, "as well as adult and/or child day care facilities," at the end of the first sentence.

8. The Restated Indenture shall remain in full force and effect and is unmodified except to the extent it is modified by this Amendment.

9. All of the provisions of the Restated Indenture as modified by this Amendment shall be deemed to be covenants running with the land.

IN WITNESS WHEREOF, NBA and GIDHI have executed this Amendment as of the day and year first above written.

THE NATIONAL BENEVOLENT ASSOCIATION
OF THE CHRISTIAN CHURCH
(DISCIPLES OF CHRIST)

Attest: Ronald L. Hollen
Printed Name: Ronald L. Hollen

By: Leon W. Whitney
Leon W. Whitney,
Chief Financial Officer, Vice President
of Financial Management/Treasurer

(SEAL)

APPROVED BY:

GREATER INDIANAPOLIS DISCIPLES
HOUSING, INC.

Attest: Jaclyn A. Gray
Printed Name: Jaclyn A. Gray

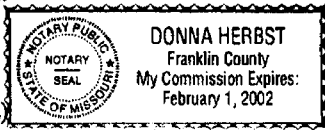
By: Delbert M. Crocker
Printed Name: Delbert M. Crocker
Title: President

(SEAL)

STATE OF MISSOURI)
) ss
COUNTY OF ST. LOUIS)

On this 19th day of May, 1998, before me, appeared Leon W. Whitney to me personally known, who being by me duly sworn, did acknowledge and say that he is the Chief Financial Officer and Vice President of Financial Management/Treasurer of The National Benevolent Association of the Christian Church (Disciples of Christ), a Missouri nonprofit corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Trustees, and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal of my office in St. Louis County, the day and year last above written.



(SEAL)
My Commission Expires:

Donna Herbst
Notary Public

STATE OF Indiana)
) SS
COUNTY OF Marion)

On this 3rd day of June, 1998, before me appeared Delbert M. Crocker, to me personally known, who, being by me duly sworn did say that he is the President of Greater Indianapolis Disciples Housing, Inc., an Indiana not for profit corporation, and that the seal affixed to foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said Delbert M. Crocker, President acknowledged said instrument to be the free act and deed of said corporation.

Rhonda J. McDougall
Notary Public Rhonda J. McDougall
My residence is Marion County.

(SEAL)
My Commission Expires:

April 22, 2001

This Document Prepared by
and Return to:

PRANSCHKE & HOLDERLE, L.C.
1610 Des Peres Road
Suite 300
St. Louis, Missouri 63131-1850
(314) 965-6455

00080437.cor
800.14601
05/19/98



CHICAGO TITLE

EXHIBIT A

Added Property

A parcel of land in the West Half of the Southwest Quarter of Section 36, Township 17 North, of Range 2 East, Marion County, Indiana, same being subject however to any and all easements, legal highways or rights of way, and being more particularly described as follows: Beginning in the west line of said Half Quarter Section in the middle line of the highway known as the Zionsville Road at a point distant 660 feet North of the southwest corner of said Half Quarter Section and running thence North, along and with said west line of the said Half quarter Section 523.13 feet to a point in said line; thence East, parallel with the south line of said Half Quarter Section 1332.72 feet to a point in the east line of said Half Quarter Section; thence South along and with said east line 523.13 feet to a point in said line aforesaid, said point being 660 feet north of the southeast corner of said Half Quarter Section; thence West parallel with the south line of said Half Quarter Section 1332.23 feet to the Place of Beginning.



CHICAGO TITLE

EXHIBIT B

Existing Property

The East Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana.

Also, the East Half of the West Half of the East Half of said Southwest Quarter. Containing 60.846 acres, more or less.

Also, the North Half of the West Half of the West Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana. Containing 10.117 acres, more or less.



CHICAGO TITLE

EXHIBIT C

New Total Property

The East Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana.

Also, the East Half of the West Half of the East Half of said Southwest Quarter. Containing 60.846 acres, more or less.

Also, the North Half of the West Half of the West Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana. Containing 10.117 acres, more or less.

Also, a parcel of land in the West Half of the Southwest Quarter of Section 36, Township 17 North, of Range 2 East, Marion County, Indiana, same being subject however to any and all easements, legal highways or rights of way, and being more particularly described as follows: Beginning in the west line of said Half Quarter Section in the middle line of the highway known as the Zionsville Road at a point distant 660 feet North of the southwest corner of said Half Quarter Section and running thence North, along and with said west line of the said Half quarter Section 523.13 feet to a point in said line; thence East, parallel with the south line of said Half Quarter Section 1332.72 feet to a point in the east line of said Half Quarter Section; thence South along and with said east line 523.13 feet to a point in said line aforesaid, said point being 660 feet north of the southeast corner of said Half Quarter Section; thence West parallel with the south line of said Half Quarter Section 1332.23 feet to the Place of Beginning. ®

CHICAGO TITLE

EXHIBIT D

The East Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana.

Also, the East Half of the West Half of the East Half of said Southwest Quarter. Containing 60.846 acres, more or less.

Also, the North Half of the West Half of the West Half of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, 2nd Principal Meridian in Marion County, Indiana. Containing 10.117 acres, more or less.

Also, a parcel of land in the West Half of the Southwest Quarter of Section 36, Township 17 North, of Range 2 East, Marion County, Indiana, same being subject however to any and all easements, legal highways or rights of way, and being more particularly described as follows: Beginning in the west line of said Half Quarter Section in the middle line of the highway known as the Zionsville Road at a point distant 660 feet North of the southwest corner of said Half Quarter Section and running thence North, along and with said west line of the said Half quarter Section 523.13 feet to a point in said line; thence East, parallel with the south line of said Half Quarter Section 1332.72 feet to a point in the east line of said Half Quarter Section; thence South along and with said east line 523.13 feet to a point in said line aforesaid, said point being 660 feet north of the southeast corner of said Half Quarter Section; thence West parallel with the south line of said Half Quarter Section 1332.23 feet to the Place of Beginning. ®

EXCEPTING THEREFROM:

Real Property located in Marion County, Indiana, and more particularly described as follows:

Part of the East half of the Southwest quarter of Section 36, Township 17 North, Range 2 East, second principal meridian in Marion County, Indiana being described as follows:

EXHIBIT D - CONTINUED

EXCEPTING THEREFROM (Continued):

Commencing at the southeast corner of said Southwest Quarter; thence South $89^{\circ} 01' 45''$ West along the South line of said Southwest Quarter and the centerline of West 62nd Street, 500.00 feet; thence North $00^{\circ} 00' 00''$ East 45.01 feet to the North right-of-way line of the West 62nd Street. Thence; North $00^{\circ} 00' 00''$ East 283.55 feet along the centerline of Red Chalice Road; thence, 82.03 feet along a curve to the right having a radius of 235.00 feet subtended by a long chord having a bearing of North $10^{\circ} 00' 00''$ East and a length of 81.61 feet; thence North $20^{\circ} 00' 00''$ East 288.85 feet; thence 266.60 feet along a curve to the left having a radius of 235.00 feet and subtended by a long chord having a bearing of North $12^{\circ} 30' 00''$ West and a length of 252.53 feet; thence North $45^{\circ} 00' 00''$ West 80.29 feet to the intersection of the centerline of Robin Run East; thence continuing North $45^{\circ} 00' 00''$ West 35.00 feet to the Point of Beginning. Thence North $45^{\circ} 00' 00''$ East 381.00 feet; thence 314.16 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of North $00^{\circ} 00' 00''$ East and a length of 282.84 feet; thence North $45^{\circ} 00' 00''$ West 397.66 feet; thence 471.24 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of South $67^{\circ} 30' 00''$ West and a length of 369.55 feet; thence South $00^{\circ} 00' 00''$ East 562.38 feet; thence 471.24 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of South $67^{\circ} 30' 00''$ East and a length of 369.55 feet; thence North $45^{\circ} 00' 00''$ East 16.66 feet to the Point of Beginning containing 10.934 acres more or less.