

2968 Aug 7, 1972
For final supplemental plan
Main - 77 pages 114-6
Merrill Albion, R.N.C.

6119 Nov. 13, 1973
For 3rd Supplement plan
Main - 77 pages 114-6
Merrill Albion, R.N.C.

6410

ENTERED FOR RECORD
FEB - 5 1975
Merrill Albion
RECORDED MEMPHIS COUNTY

INDEX REFERENCE
MC #666 691

55

THIS DECLARATION, made this 4th day of February, A.D., 1975,
by PLANNED COMMUNITY DEVELOPMENT COMPANY, a General Partnership,
hereinafter sometimes called "the Declarant",

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described
in Article II hereof and desires to create thereon a residential community with
permanent common areas and community facilities for the benefit of said community;
and

WHEREAS, the Declarant desires to provide for the preservation of
the values and amenities in said community and for the maintenance of said common
areas and community facilities; and to this end, desires to subject the real property
described in Article II hereof to the covenants, restrictions, easements, charges and
liens, hereinafter set forth, each and all of which is and are for the benefit of said
property and the subsequent owners thereof; and,

WHEREAS, the Declarant has deemed it desirable, for the efficient
preservation of the values and amenities in said community, to create an association
to which should be delegated and assigned the powers and duties of maintaining and
administering the common areas and community facilities, administering and enforcing
the within covenants and restrictions and disbursing the charges and assess-
ments hereinafter created; and

WHEREAS, the Declarant intends that recreational facilities and
other amenities will be provided by the Association for the use and enjoyment of
the membership; and

WHEREAS, the Declarant has formed (or intends to form) Prestwick
Community Services Association, Inc., as a non-profit corporation without capital
stock under the General Laws of the State of Indiana for the purposes of carrying
out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real
property described in Article II hereof is and shall be held, conveyed, hypotheca-
ted or encumbered, sold, leased, rented, used, occupied and improved subject to
the covenants, restrictions, easements, charges and liens (hereinafter sometimes
referred to as "covenants and restrictions") hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration
shall have the following meanings:

- (a) "Association" shall mean and refer to Prestwick Community Services Association, Inc., and its successors or assigns.
- (b) "The Project" or "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.
- (c) "Unit" shall mean and refer to an "apartment" or "condominium unit" within a Regime within the Property, or a "Lot", as hereinafter defined.
- (d) "Lot" shall mean and refer to a parcel of subdivided land within the Project conveyed in fee simple, or a Unit, as hereinbefore defined.
- (e) "Dwelling" shall mean and refer to a single family residence within the Project, whether erected on a Lot conveyed in fee simple, or a Unit.
- (f) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit, use and enjoyment of its members and all facilities and real property leased by the Association or wherein the Association has acquired rights by means of contract, or rights and obligations by means of easements, grants of right-of-way or licenses.
- (g) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit situated on The Property, including contract sellers, but excluding those having such interest solely as security for the performance of an obligation.

Handwritten notes on the right margin, including names like Merrill Albion and dates.

2768 Aug. 7, 1973
Tax 3rd Supplement man
Main 77 pages 114-6
Marshall Abbott, R.N.C.

619 Nov. 13, 1973
Tax 3rd Supplement man
Main 77 pages 114-6
Marshall Abbott, R.N.C.

ENTERED FOR RECORD
FEB 23 1975
MARSHALL ABBOTT
PLANNED COMMUNITY

COSS # 11111
MB 106 691

THIS DECLARATION is made this 21st day of February, 1975, by PLANNED COMMUNITY DEVELOPMENT COMPANY, a General Partnership, hereinafter sometimes called "the Declarant".

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property described in Article II hereof and desires to create a residential community with permanent common areas and community facilities for the benefit of said community; and

WHEREAS, the Declarant desires to provide for the preservation of the values and amenities in said community, and for the maintenance of said common areas and community facilities, and to fix and establish a public trust created and described in Article II hereof to the covenants, restrictions, assessments, charges and liens hereinafter set forth, each and all of which it desires for the benefit of said property and the subsequent owners thereof; and

WHEREAS, the Declarant has deemed it desirable for the efficient preservation of the values and amenities in said community, to create an association to which should be delegated and assigned the powers and duties of maintaining and administering the common areas and community facilities, administering and enforcing the within covenants and restrictions and disbursing the charges and assessments hereinafter created; and

WHEREAS, the Declarant intends that recreational facilities and other amenities will be provided by the Association for the use and enjoyment of the membership; and

WHEREAS, the Declarant has formed (or intends to form) Prestwick Community Services Association, Inc., as a non-profit corporation without capital stock under the General Laws of the State of Indiana for the purposes of carrying out the powers and duties aforesaid.

NOW, THEREFORE, the Declarant hereby declares that the real property described in Article II hereof shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, assessments, charges and liens hereinafter sometimes referred to as "covenants and restrictions" hereinafter set forth:

ARTICLE I

Section 1. Definitions. The following words when used in this Declaration shall have the following meanings:

- (a) "Association" shall mean and refer to Prestwick Community Services Association, Inc., and its successors or assigns.
- (b) "The Project" or "The Property" shall mean and refer to all real property described in Article II hereof and such additions thereto as may hereafter be made pursuant to the provisions of said Article II.
- (c) "Unit" shall mean and refer to an apartment or condominium within the Project or a lot as hereinafter defined.
- (d) "Lot" shall mean and refer to a parcel of subdivided land within the Project conveyed in fee simple, or a Unit, as hereinafter defined.
- (e) "Dwelling" shall mean and refer to a single family residence within the Project, whether erected on a lot conveyed in fee simple, or a Unit.
- (f) "Common Areas" or "Community Facilities" shall mean and refer to all real property owned by the Association for the benefit and enjoyment of its members and all families and persons residing in the Association or where the Association has a direct or indirect ownership interest, and all obligations of members, residents, tenants or other persons who come.
- (g) "Owner" shall mean and refer to the record owner, public one or corporations or entities or the fee simple owner of the Project, including owners of any and all units (including units) in the Project, solely as security for the performance of an obligation.

Marshall Abbott
R.N.C.

Marshall Abbott
R.N.C.

36 (b) "Member" shall mean and refer to every person, group of persons or entity who holds membership in the Association.

(c) "Developer" shall mean and refer to the Declarant, Planned Community Development Company, and its successors.

(d) "Exterior" shall mean and refer to all exterior surfaces of dwelling units, excepting the glass portions of windows and doors.

(e) "Regime" or "Regimes" shall mean and refer to one or several of the horizontal property or condominium regimes comprising EXHIBIT A.

ARTICLE II

Section 1. Property Subject to Declaration. The real property which is and shall be held, conveyed, hypothecated or encumbered, sold, leased, rented, used, occupied, and improved subject to this Declaration is located in the County of Hendricks, State of Indiana, and is more particularly described on "EXHIBIT A" attached hereto and by this reference made a part hereof.

Section 2. Additions. So long as there are Class B members of the Association, additional property may be annexed to the above-described property without the assent of the Class A members of the Association, if any, provided, however, that both the Federal Housing Administration and the Veterans Administration determine that such annexation is in accord with the general plan previously approved by them, if any. Thereafter, such additional property may be annexed only with the consent of two-thirds (2/3) of the Class A members of the Association. Any additional property so annexed, however, must be adjacent to or in the immediate vicinity of the above-described property. The scheme of the within Covenants and Restrictions shall not, however, be extended to include any such additional property unless and until the same is annexed to the real property described on "EXHIBIT A", as hereinafter provided.

Any annexations made pursuant to this Article, or otherwise shall be made by recording a Supplementary Declaration of Covenants and Restrictions among the Land Records for Hendricks County, Indiana, which Supplementary Declaration shall extend the scheme of the within Covenants and Restrictions to such annexed property. Such Supplementary Declaration may contain such complementary additions and modifications to the covenants and restrictions set forth in the within Declaration as may be necessary to reflect the different character or use, if any, of such annexed property.

ARTICLE III

Section 1. Membership. The Association shall have two classes of voting membership:

(a) With the exception of the Declarant, every person, group of persons or entity who is a record owner of a fee interest in any Unit which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association, provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. Class A members shall be entitled to one vote for each Unit in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Unit then the vote for the membership appurtenant to such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

(b) There shall be 3400 Class B memberships in the Association which shall be issued to the Grantor or its nominee or nomineees as provided for in the Declaration. Each Class B membership shall lapse and become nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total authorized, issued and outstanding Class A memberships equal 3400; or
- (ii) on January 1, 1990; or
- (iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

ARTICLE IV

Section 1. Member's Right of Enjoyment. Every member shall have a right and easement of enjoyment in and to the Common Areas and Community Facilities and such easement shall be appurtenant to and shall pass with the title to every Unit subject to the following:

(a) The right of the Association, in accordance with its Articles of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and Community Facilities and to mortgage said property. The Association shall not mortgage the Common Areas or Community Facilities except by resolution approved by two-thirds (2/3) of the members of all classes. In the event of a default and foreclosure upon any such mortgage, the lender shall have the right, after taking possession of such property, to charge admission and other fees as a condition to continued enjoyment by the members and their guests; and

(b) The right of the Association to levy reasonable admission and other fees to the members of the Association and their guests for the use of any recreational facility situated upon the Common Areas or leased by the Association; and

(c) The right of the Association to take such steps as are reasonably necessary to protect the above-described property against mortgage default and/or foreclosures; and

(d) The right of the Association to limit the number of guests of members; and

(e) The right of the Association to perform delegated responsibilities of the Regimes; and

(f) The right of the Association to suspend the voting rights and the rights of use of the Common Areas and Community Facilities for any period during which any assessment remains unpaid and for any period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(g) The right of the Association to dedicate or transfer all or any part of the Common Areas or Community Facilities to any public or municipal agency, authority or utility for purposes consistent with the purpose of this Declaration;

(h) The rights of the Fee owners of Units to a perpetual easement over any Common Area or Community Facility for such portions of their Units that may overhang said Common Areas or Community Facilities, and for necessary pedestrian ingress and egress to and from any such Unit over said Common Areas and Community Facilities.

Section 2. Rights Not Subject to Suspension. Notwithstanding anything herein contained to the contrary, the rights and easements created in paragraph (h) of Section 1 of this Article IV or Section 1 through and including Section 5 of Article X hereof shall not be suspended by the Association for any reason.

ARTICLE V

Section 1. Covenant for Maintenance Assessments. The Declarant for each Unit owned by it (and as hereinafter limited by the Provisions of this Declaration) and each person, group of persons or entity who becomes an Owner of a Unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, or maintenance provided by the Association, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property and Lot against which such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, group of persons or entity who was the Owner of such property and Unit at the time when the assessment fell due.

Section 2. Purpose of Assessment. The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, scenic enjoyment, health, welfare and safety of the residents on the Property and in particular for the improvement and maintenance of the properties, services and facilities devoted to this purpose and related to the use and enjoyment of the Common Areas

and Community Facilities and for the performance of delegated duties of the Regimes from time to time accepted by the Association, including, but not limited to, the payment of taxes and insurance for said Common Areas and Community Facilities and the maintenance and lighting of streets and the provision of sanitary sewer and water services and, repair, replacement and additions thereto, and for the cost of labor, equipment and materials, management and supervision thereof.

Section 4. Annual Assessments. The maximum annual assessments for each Unit shall be as set forth in the following table, which shall be provided monthly, quarterly, semi-annually or annually by the Board of Directors of the Association. The annual assessments shall be provided in arrears and shall not exceed the maximum for any year provided for.

Section 4.1. Increase in Maximum Assessment.

(A) From and after January 1, 1976, in any event, the maximum annual assessment for all members shall not be increased by the Board of Directors of the Association, without a vote of the membership, to more than three percent (3%) above the maximum annual assessment of the preceding year, provided, however, that the maximum annual assessment shall not be decreased below the amount provided for in Section 4 of this Article.

(B) From and after January 1, 1976, the maximum annual assessment for all memberships may be increased above the amount provided by the preceding paragraph by a vote of the members, if the increase is provided for in the calendar year and at the end of such year for each class of membership, the amount due pursuant to this paragraph shall have the same effect as if it were a uniform assessment of the members of the Association. A census of the members shall be taken for this purpose.

Section 5. Special Assessments. In addition to the annual assessments authorized by this Article, the Association may levy any assessment, year or special assessment, applicable to that year only, for the purpose of defraying the whole or in part, the cost of any construction or reconstruction, the repair, repair or replacement of a designated capital improvement located upon the common areas including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the same effect as if it were a uniform assessment of the then members of the Association. A meeting of the members shall be duly called for this purpose. Any special assessment levied by the Association pursuant to the provisions of this Section shall be fixed at a uniform rate for each Unit.

Section 6. Commencement of Annual Assessments. The annual assessment for each membership shall commence on the first day of the month following the conveyance of the unit to which the membership attaches. The first annual assessment for any such membership shall be made for the balance of the calendar year and shall become due and payable and a lien on the day thereof. Except as hereinafter provided, the assessment for any Unit for any year after the first year, shall become due and payable and a lien on the first day of said year.

It shall be the duty of the Board of Directors of the Association to periodically fix the amount of the annual assessment against each Unit for each assessment period and the Board of Directors shall make reasonable efforts to fix the amount of the assessment against each for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and assessments applicable thereto which shall be kept in the

office of the Association and shall be open to inspection by any owner upon reasonable notice to the Board. Written notice of the assessment shall thereupon be sent to the Owner of any Unit subject thereto.

Section 7. Assessment of Declarant. Any provision of this Declaration or of the Articles of Incorporation or By-Laws of the Association notwithstanding, the Declarant shall be required to pay an annual assessment for any Unit in which it has the interest otherwise required for Class A membership only in an amount equal to twenty-five percent (25%) of the annual assessment which the Association levies for each Class A membership. Provided, however, that for so long as Declarant holds Class B memberships, Declarant shall pay, in addition to twenty-five percent (25%) of the annual assessment as aforesaid, all operating deficits sustained by the Association. The foregoing shall not apply to any Unit which is owned and held by the Declarant for rental purposes.

Section 8. Assessment Certificates. The Association shall, upon demand, at any reasonable time, furnish to any Owner, holder of assessment certificate, including signed by an officer or other authorized agent of the Association, containing the status of said assessment, i.e., whether the same is paid or unpaid. Such certificates shall be conclusive evidence of the amount of any assessment then claimed to have been paid. A charge not to exceed ten dollars (\$10.00) may be used in advance by the Association for each certificate so furnished.

ARTICLE VI

Section 1. Non-Payment of Assessment. Any assessment due pursuant to these covenants which is not paid on the date when due shall be delinquent and shall be collectible with such interest, charges and costs of collection hereinafter provided that the same shall be a continuing lien upon the property which shall inure to the benefit of the then Owner. This lien shall be a personal obligation and shall be the personal obligation of the then Owner to pay such assessment, however, shall also remain a personal obligation for the statutory period.

If the assessment is not paid within thirty (30) days after the notification date, the assessment shall bear interest at the rate of six percent (6%) per annum until the assessment is paid in full. The Association may, at its discretion, designate to pay the amount of the assessment to the Association's bank account. The Association may, in its discretion, make and decisions, subject and subject to the same and subject as may then be applicable to mortgages upon the use of the common facilities, in either of which event the fee and reasonable attorneys' fees shall be added to the amount of such assessment. The Owner may waive or otherwise be liable for the assessments herein provided for any purpose of the Common Areas or Community Facilities or abandonment of his Unit.

Section 2. Subordination Provisions. The list of the assessments provided for in this Declaration shall be subordinate to the lien of any first mortgage or mortgages now or hereafter placed upon the Unit subject to assessment, provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Unit pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. In addition, said lien shall be subordinate to the lien securing the applicable Regime for unpaid common expense assessments. Such sale or transfer shall not relieve such property from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

ARTICLE VII

Section 1. Services for Regimes. In addition to maintenance upon the Common Areas and Community Facilities, as aforesaid, the Association may provide such services as are from time to time agreed upon with a Regime or Regimes, including but not limited to exterior maintenance, grounds maintenance, management and accounting services.

Section 2. Access at Reasonable Times. For the purpose solely of performing the required maintenance authorized by this Article, The Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours on any day except Sunday.

ARTICLE VIII

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no building, fence, wall or other structure shall be commenced, erected, or maintained upon The Property, nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color and location of the same shall have been submitted to and approved in writing as to harmony of external design, color and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of not less than three (3) members appointed by the Board of Directors. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within forty-five (45) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon The Property without the prior written approval of the Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Developer during original construction:

(a) No noxious or offensive trade or activity shall be carried on upon any Lot or within any Dwelling situate upon The Property, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood of the other Owners of The Property.

(b) The maintenance, keeping, boarding and/or raising of animals livestock or poultry of any kind, regardless of number shall be and is hereby prohibited on any Lot or within any Dwelling situate upon The Property, except that this shall not prohibit the keeping of dogs, cats and/or caged birds as domestic pets provided they are not kept, bred or maintained for commercial purposes.

(c) No burning of any trash and no accumulation or storage of litter, new or used building materials, or trash of any other kind shall be permitted on any Lot.

(d) Except as hereinbefore provided, no junk vehicle, commercial vehicle, trailer, truck, camper, camp truck, house trailer, boat or the like shall be kept upon The Property nor (except for long fire emergencies) shall the repair or extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain a suitable area designated for the parking of such vehicles or the like.

(e) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

60. The Board of Directors shall have the right to remove or suspend any vehicle, no matter how long it has been on the premises, if it is found to be in violation of the provisions of this Article. The Board of Directors shall have the right to remove or suspend any vehicle, no matter how long it has been on the premises, if it is found to be in violation of the provisions of this Article.

(C) No sound or other device emitting noise in excess of four (4) inches in diameter, or any other device, shall be removed from any portion of the Property without written approval of the Association being in compliance with the provisions of this Article, and the same shall be maintained in compliance with the provisions of this Article.

(D) Except as may be approved in writing by the Board of Directors or their designee committee, no structure of a temporary character, whether temporary or otherwise, shall be erected on any portion of the Property at any time.

(E) Except for entrance signs, directional signs, community theme areas and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Unit situated upon the Property, provided, however, that any temporary real estate signs not exceeding six (6) square feet in area may be attached to any sign placed upon the market for sale of a unit.

(F) No structure, plantings or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Property which may damage or interfere with any easement for the installation or maintenance of utilities, or which may hinder, obstruct or retard drainage or flow of any drainage channels.

(G) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position whenever possible.

(H) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission, shall be maintained upon any Unit without the prior written consent of the Board of Directors.

(I) There shall be no violation of any rules for the use of the Common Areas or Community Facilities which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of The Property and after reasonable notice to the Owner, enter upon any Unit or the exterior of any Dwelling at reasonable hours on any day except Sunday for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

ARTICLE IX

Section 1. Residential Use. All Units shall be used for private residential purposes exclusively.

ARTICLE X

Section 1. Easements. All portions of the Property shall be subject to easements for the construction, installation, operation and maintenance of lines, ducts, pipes, wires, conduits or the like such as are from time to time necessary, required or convenient for providing services to the Units.

Section 2. Grant of Easements. The Board of Directors is hereby specifically authorized and empowered to grant in, on, upon and across any portion of the Property such rights of-way or easements as may reasonably from time to time be required to serve any Regime on the Units therein, and shall upon request in writing of Declarant grant such rights of way or easements provided such grant does not permanently and significantly restrict or deny the rights of any Unit owner.

ARTICLE XI

Section 1. Duration. Except where permanent easements or other permanent rights or interests are hereby created, the covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective heirs, representatives, heirs, successors and assigns, for a term of thirty (30) years from the date of recording of this Declaration, after which the said covenants shall terminate automatically, extended or renewed for periods of ten (10) years each, unless an instrument signed by the then owners of every Unit covered by this Declaration has been recorded, agreeing to change said covenants and restrictions in whole or

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In case no such agreement to change shall be effective unless filed and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of any action taken and no such agreement to change shall be effective with respect to any permanent assessments or other permanent rights or interests relating to the Common Areas herein created.

Section 2. Incorporation by Reference in Resale. In the event any Owner sells or otherwise transfers his Unit, any deed purporting to effect such transfer shall contain a provision incorporating by reference the covenants, restrictions, easements, charges and liens set forth in this Declaration. Provided, however, that the failure of any deed to so incorporate by reference shall not effect the validity of such deed nor shall it be deemed to release the Property conveyed from the effect hereof.

Section 3. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, by ordinary mail, postpaid, to the last known address of the person who appears as member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. These covenants and restrictions may be enforced by the Association or any Owner. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any attempted violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or by recovery of damages.

Section 5. No Dedication to Public Use. Nothing herein contained shall be construed as a dedication to public use or as an acceptance for maintenance of any common areas or community facilities by any public or municipal agency, authority or utility.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment, decree or order shall in no way affect any other provision hereof, each of which shall remain in full force and effect.

Section 7. FHA/VA Approvals. So long as there is any Class B membership of the Association outstanding and any mortgage or deed of trust secured by any Unit which is part of The Property, or any loan, bond, note, or other obligatory writing secured thereby, is then insured by the Federal Housing Administration or guaranteed by the Veterans Administration the following actions shall require the prior written approval of the Federal Housing Administration and/or the Veterans Administration:

- (a) Any annexation or addition made pursuant to Article II, Section 2 of this Declaration; and
- (b) Any merger or consolidation of the Association with another or any sale, lease, exchange or other transfer of all or substantially all of the assets of the Association to another; and
- (c) Any sale, transfer, mortgage, assignment or dedication of any of the Common Areas or Community Facilities; and
- (d) Any amendment of this Declaration or of the Articles of Incorporation of the Association or the dissolution of the Association.

IN WITNESS WHEREOF, the said PLANNED COMMUNITY DEVELOPMENT COMPANY, a General Partnership, has on the 4th day of FEBRUARY, 1975, caused these presents to be executed by MICHAEL S. WOLFF, as the act and deed of PLANNED COMMUNITY DEVELOPMENT COMPANY.

PLANNED COMMUNITY DEVELOPMENT
COMPANY, an Indiana General Partnership

By: EDELMAN & WOLFF INVESTMENTS,
a General Partnership

By: 
MICHAEL S. WOLFF, General Partner



STATE OF INDIANA)
COUNTY OF MARION)

I HEREBY CERTIFY that on the 4th day of February, 1975, before me,

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BY: MICHAEL E. WOLF, who is personally well known to me as the President of
PLANNED COMMUNITY DEVELOPMENT COMPANY, and (S) known to be the agent and agent
of PLANNED COMMUNITY DEVELOPMENT COMPANY.

WITNESS my hand and notary seal this day and month above written

[Signature]

My commission expires
April 11, 1986

This instrument was prepared by PATRICK C. MCKEEVER and Randolph L. Foxworth.

EXHIBIT "A"

A PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 3 EAST OF WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID HALF QUARTER SECTION; THENCE NORTH 00 DEGREES 09 MINUTES 18 2/3 SECONDS EAST ON AND ALONG THE EAST LINE OF SAID HALF QUARTER SECTION 1073.365 FEET; THENCE NORTH 90 DEGREES 50 MINUTES 43.850 SECONDS WEST 339.430 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 03 DEGREES 39 MINUTES 14.438 SECONDS EAST 359.305 FEET; THENCE NORTH 01 DEGREES 19 MINUTES 24.990 SECONDS WEST 412.680 FEET; THENCE NORTH 50 DEGREES 28 MINUTES 49.439 SECONDS WEST 472.000 FEET; THENCE SOUTH 89 DEGREES 10 MINUTES 31.810 SECONDS WEST 130.522 FEET; THENCE SOUTH 00 DEGREES 49 MINUTES 28.190 SECONDS EAST 86.495 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 61.978 FEET AND SUBTENDED BY A LONG CHORD HAVING A BEARING OF SOUTH 57 DEGREES 08 MINUTES 34.375 SECONDS EAST AND A LENGTH OF 51.977 FEET; THENCE SOUTHEASTERLY ON AND ALONG SAID CURVE 52.889 FEET TO THE P.T. OF SAID CURVE; THENCE SOUTH 38 DEGREES 39 MINUTES 37.420 SECONDS EAST 298.645 FEET; THENCE SOUTH 54 DEGREES 06 MINUTES 49.976 SECONDS WEST 21.835 FEET; THENCE SOUTH 88 DEGREES 37 MINUTES 10.725 SECONDS WEST 83.024 FEET; THENCE SOUTH 01 DEGREES 43 MINUTES 51.751 SECONDS EAST 360.422 FEET; THENCE SOUTH 50 DEGREES 42 MINUTES 38.135 SECONDS EAST 26.740 FEET; THENCE SOUTH 30 DEGREES 27 MINUTES 59.267 SECONDS WEST 107.371 FEET; THENCE SOUTH 22 DEGREES 27 MINUTES 28.155 SECONDS EAST 211.390 FEET; THENCE SOUTH 29 DEGREES 40 MINUTES 41.752 SECONDS EAST 192.376 FEET; THENCE NORTH 89 DEGREES 10 MINUTES 53.560 SECONDS EAST 70.007 FEET; THENCE SOUTH 01 DEGREES 39 MINUTES 37.017 SECONDS EAST 103.543 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 28.000 FEET; THENCE SOUTH 12 DEGREES 11 MINUTES 41.560 SECONDS EAST 137.532 FEET; THENCE NORTH 89 DEGREES 31 MINUTES 21.170 SECONDS EAST 125.000 FEET; THENCE NORTH 00 DEGREES 27 MINUTES 53.095 SECONDS WEST 160.705 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 07.850 SECONDS EAST 45.000 FEET TO THE POINT OF BEGINNING, CONTAINING 9.247 ACRES AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY, AND EASEMENTS OF RECORD.

EXHIBIT "B"

BY-LAWS

PRESTWICK COMMUNITY SERVICES ASSOCIATION, INC.

ARTICLE I

Name and Location

Section 1. Name and Location. The name of this corporation is as follows:

PRESTWICK COMMUNITY SERVICES ASSOCIATION, INC.

Its principal office is initially located at:

One Fairway Drive
Plainfield, Indiana

ARTICLE II

Definitions

Section 1. Grants. Grants shall be used for the means:

Planned Community Development Company, and not a general partnership.

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Section 2. The Property or The Project. "The Property" or "The Project" shall mean and refer to all real property described in that certain Declaration made by Planned Community Development Company, dated February 1, 1975, and such additions thereto as may thereafter be made pursuant to the provisions of said Declaration.

Section 3. Declaration. "Declaration", as used herein, means that certain Declaration made the 4th day of February, 1975, by the Grantor, and which Declaration is recorded as Instrument No. 6410 in Book 68, at pages 55-74 in the Office of the Recorder for Hendricks County, Indiana.

Section 4. Association. "Association", as used herein, means Prestwick Community Services Association, Inc.

Section 5. Mortgage. "Mortgage", as used herein, shall include deed of trust, and the term "holder" or "mortgagee" shall include the party secured by any deed of trust or any beneficiary thereof.

Section 6. Regime. "Regime", as used herein, means any portion of the Project declared to be subject to the Horizontal Property Act.

Section 7. Unit. "Unit", as used herein, means and refers to an "apartment" or "condominium unit", within the Property, or a "Lot", as hereinafter defined.

Section 8. Lot. "Lot", as used herein, means a parcel of subdivided land within the Project conveyed in fee simple, or a Unit, as hereinbefore defined.

Section 9. Dwelling. "Dwelling", as used herein, means and refers to a single family residence within the Project, whether erected on a Lot conveyed in fee simple, or a Unit.

Section 10. Council of Co-Owners. "Council of Co-Owners", whenever used herein, shall be deemed to mean and refer to the Board of Administrators of a Regime.

Section 11. Other Definitions. Unless it is plainly evident from the context that a different meaning is intended all other terms used herein shall have the same meaning as they are defined to have in the Declaration.

ARTICLE III

Membership

Section 1. Membership. The Association shall have two classes of voting membership:

(a) Every person, group of persons, corporation, partnership, trust or other legal entity, or any combination thereof, who is a record owner of a fee interest in any lot which is or becomes subject by covenants of record to assessment by the Association shall be a Class A member of the Association provided, however, that any such person, group of persons, corporation, partnership, trust or other legal entity who holds such interest solely as security for the performance of an obligation shall not be a member solely on account of such interest.

(b) There shall be 3400 Class B memberships in the Association which shall be issued to the Grantor or its nominee or nominees as provided for in the Declaration. Each Class B membership shall lapse and become a nullity on the first to happen of the following events:

- (i) thirty (30) days following the date upon which the total authorized, issued and outstanding Class A memberships equal 3300; or
- (ii) on January 1, 1990; or
- (iii) upon surrender of said Class B memberships by the then holders thereof for cancellation on the books of the Association.

Section 2. Membership Certificates. In the event the Board of Directors considers it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Indiana the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the lot to which such membership is appurtenant. Membership is not otherwise transferable. Every membership certificate shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal. Such signatures and seal may be original or facsimile.

Section 4. Lost Certificates. The Board of Directors may cause new certificates of membership to be issued by the Clerk of the Association if any certificate previously issued by the Association and delivered to the owner is destroyed, lost, or the making of an affidavit that such certificate is lost or destroyed is made. The Board of Directors may also cause new certificates to be issued if the Board of Directors in its discretion finds a condition precedent to the issuance of such certificate has been satisfied by the holder of such lost or destroyed certificate or certificate on file in the Association to advantage the same in such manner as the Board of Directors shall require and give the Association standing in the event of the loss of such certificate an indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

Section 5. Liquidation Rights. In the event of any voluntary or involuntary dissolution of the Association each Class A member of the Association shall be entitled to receive out of the assets of the Association available for distribution to the members an amount equal to that proportion of such assets which the number of Class A memberships held by such member bears to the total number of Class A memberships then issued and outstanding, but in no event shall a member receive an amount greater than the total of the amounts advanced or loaned by him to the corporation, plus the amounts paid in by him as membership dues or otherwise, together with interest at the rate of eight percent (8%) per annum.

ARTICLE IV

Meeting of Members

Section 1. Place of Meetings. Meetings of the membership shall be held at the principal office or place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The first annual meeting of the members of the Association shall be held at such time and place within Hendricks County, Indiana as may be designated by the Board of Directors; provided, however, that the first annual meeting of members shall be held within thirty (30) days from the date of the occurrences or date described in Article III, Section 1, (i), (ii), or (iii), but in no event shall such meeting be later than six (6) months after the conveyance of the first unit in Prestwick. Thereafter, the annual meetings of the members shall be held on the 3rd day of each succeeding year. At such meeting there shall be elected by ballot of the members a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. The members may also transact such other business as may properly come before them.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the members as directed by resolution of the Board of Directors or upon a petition signed by at least twenty percent (20%) of each class of the then members, having been presented to the Secretary; provided, however, that no special meeting shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of members as hereinabove provided for. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Advisory Meetings. The membership may, from time to time, convene advisory meetings. The elections, resolutions and actions taken at such advisory meetings shall not bind the Association, its Directors or Officers, but shall be advisory only. All such advisory elections, resolutions and actions shall nevertheless be in accord with these By-Laws.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each member of record, at his address as it appears on the membership book of the Association or if no such address appears, at his last known place of address, at least ten (10) but not more than thirty (30) days prior to such meeting. Notice by either such method shall be considered as notice served. Attendance by a member at any meeting of the members shall be a waiver of notice by him of the time, place and purpose thereof.

Section 6. Quorum. The presence, either in person or by proxy, of members representing at least fifty-one percent (51%) of the then members of record, shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of members. If the number of members at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may there after be transacted.

Section 7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting from time to time, not less than two (2) hours from the time of the original meeting, until a quorum is present.

Section 7. Voting. At every meeting of the members, each Class A member shall have the right to cast one vote for each Class A membership which he owns on each question. Each of the Class B members shall have the right to cast one vote for each Class B membership which he owns on each question. The vote of the members representing fifty-one percent (51%) of the total of the membership present at the meeting, in person or by proxy, shall be necessary to decide any question brought before such meeting, unless the question is one upon which, by the express provision of statute or of the Articles of Incorporation, or of the Declaration or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. The vote for any membership which is owned by more than one person may be exercised by any of them present at any meeting unless any objection or protest by any other owner of such membership is noted at such meeting. In the event all of the co-owners of any membership who are present at any meeting of the members are unable to agree on the manner in which the vote for such membership shall be cast on any particular question, then such vote shall not be counted for purposes of deciding that question. In the event any membership is owned by a corporation, then the vote for any such membership shall be cast by a person designated in a certificate signed by the President or any Vice President of such corporation and attested by the Secretary or an Assistant Secretary of such corporation and filed with the Secretary of the Association prior to the meeting. The vote for any membership which is owned by a trust or partnership may be exercised by any trustee or partner thereof, as the case may be, and, unless any objection or protest by any other such trustee or partner is noted at such meeting, the Chairman of such meeting shall have no duty to inquire as to the authority of the person casting such vote or votes. No Class A member shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Whenever in these By-Laws any action is required to be taken by a specified percentage of "each class of the then members" of the Association then such action shall be required to be taken separately by the specified percentage of the then outstanding Class A members of the Association and the specified percentage of the then outstanding Class B members of the Association. Whenever in these By-Laws any action is required to be taken by a specified percentage of "both classes of the then members" of the Association or by a specified percentage of the "then members" of the Association then such action shall be required to be taken by the specified percentage of the then outstanding cumulative membership of the Association.

Section 8. Proxies. A member may appoint any other member or the Grantor or Management Agent as his proxy. In no case may any member (except the Grantor or the Management Agent) cast more than one vote by proxy in addition to his own vote. Any proxy must be in writing and must be filed with the Secretary in form approved by the Board of Directors before the appointed time of each meeting. Unless limited by its terms, any proxy shall continue until revoked by a written notice of revocation filed with the Secretary or by the death of the member.

Section 9. Rights of Mortgagees. Any institutional mortgagee of any lot who desires notice of the annual and special meetings of the members shall notify the Secretary to that effect by Registered Mail - Return Receipt Requested. Any such notice shall contain the name and post office address of such institutional mortgagee and the name of the person to whom notice of the annual and special meetings of the members should be addressed. The Secretary of the Association shall maintain a roster of all institutional mortgagees from whom such notices are received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual or special meeting of the members to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations as are provided in Section 4 of this Article for notice to the members. Any such institutional mortgagee shall be entitled to designate a representative to attend any annual or special meeting of the members and such representative may participate in the discussion at any such meeting and may, upon his request made to the Chairman in advance of the meeting, address the members present at any such meeting. Such representative shall have no voting rights at any such meeting.

Section 10. Order of Business. The order of business at all regularly scheduled meetings of the members shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of minutes of preceding meeting.
- (d) Reports of officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.
- (j) Adjournment.

In the case of special meetings, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 1. Number and Qualifications. The affairs of the Association shall be governed by the Board of Directors composed of an uneven number, not less than three (3) natural persons, the number of Directors shall from time to time be adjusted in order to provide equitable representation of each Regime from time to time existing in Prestwick, all of whom shall be the owners of all or the Class B memberships as provided in Article III of these By-Laws, shall be members of the Association.

To be eligible for election as a Director, a person shall have been nominated as a candidate for such office by the Council of Co-Owners in the Regime in which he owns a condominium unit, as hereinafter provided, or the Class B member.

Section 2. Nomination of Director Candidates - Representation of Regimes. The Council of Co-Owners of each Regime in Prestwick shall nominate its candidates for the Board of Directors of the Association and shall certify in writing to the Association its selection of candidates. After the lapse of all Class B memberships, each Regime shall be represented by at least one Director. In the event that the number of Regimes is at any time an even number, there shall be one Director nominated and elected at large and not nominated by a Regime.

Section 3. Initial Directors. The initial Directors shall be selected by the Grantor and need not be members of the Association. The names of the Directors who shall act as such until the first annual meeting of the members or until such time as their successors are duly chosen and qualified are as follows:

Michael S. Wolff, Lawrence Lawson, James Foust

Section 4. Powers and Duties. The Board of Directors shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the members. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

To provide for the

(a) care, upkeep and surveillance of the common areas and community facilities and in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(b) establishment, collection, use and expenditure of assessments and/or carrying charges from the members and to provide for the assessment and/or enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(c) designation, hiring and/or dismissal of the personnel necessary for the good working order of the common areas and community facilities and to provide services for the project in a manner consistent with law and the provisions of these By-Laws and the Declaration.

(d) the provisions of recreational facilities, whether acquired and owned by the Association or provided by means of contract with others.

(e) promulgation and enforcement of such rules and regulations and such restrictions on or requirements as may be deemed proper respecting the use, occupancy and maintenance of the common areas and community facilities as are designated to prevent unreasonable interference with the use and occupancy of the common areas and community facilities by the members, all of which shall be consistent with law and the provisions of these By-Laws and the Declaration.

(f) authorization, in their discretion, of patronage refunds from residual receipts when and as are reflected in the annual report.

(g) acquisition of water and sanitary sewer services for the Project by means of contract with such utility company or companies as may now or hereafter make such services available, as agent for the Members and from a public utility company.

Section 5. Budget. The Board of Directors, with the assistance and counsel of the Management Agent, shall prepare and adopt a budget for each annual assessment period which shall include estimates of the funds required by the Association to meet its annual expenses for that period. The budget herein required to be prepared and adopted by the Board of Directors shall be in format consistent with the classification of the accounts of the Association as herein set forth in these By-Laws provided for, and shall provide sufficient estimates, on a monthly basis, to permit comparison to and analysis of deviations from the same in periodic reports of the actual results of operations and the actual financial condition of the Association, on both a current basis and for prior corresponding periods, all in accordance with generally accepted accounting practices consistently applied. Copies of the budget

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shall be available for examination by the members and by their duly authorized agents and attorneys, and to the institutional holder of any first mortgage on any lot in the project, and by their duly authorized agents and attorneys, during normal business hours, for purposes reasonably related to their respective interests.

Section 6. Management Agent. The Board of Directors may employ for the Association a management agent (the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall from time to time authorize in writing. The Association shall not employ any new Management Agent without thirty (30) days' prior written notice to the institutional holders of all first mortgages on the lots and the Association shall not undertake "self-management" or otherwise fail to employ a professional manager or management agent without the prior written approval of all of the institutional holders of such first mortgages.

Section 7. Election and Term of Office. The term of the Directors named herein and in the Articles of Incorporation shall expire when their successors have been elected at the first annual meeting of members and are duly qualified. The election of Directors shall be held by ballot, unless balloting is dispensed with by the unanimous consent of the members present at any meeting, in person or by proxy. There shall be no cumulative voting. At the first annual meeting of the members, the term of office of the Director receiving the greatest number of votes shall be fixed for three (3) years. The term of office of the Director receiving the second greatest number of votes shall be fixed at two (2) years and the term of office of the other Director or Directors shall be fixed at one (1) year. Directors shall hold office until their successors have been elected and hold their first meeting. In the alternative, the membership may, by resolution duly made and adopted at such first annual meeting, or at any subsequent annual meeting, elect to fix the term of each Director elected at such meeting at one (1) year. Unless the members shall resolve to fix the term of office of each Director at one (1) year, at the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years.

Section 8. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the membership shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the members at the next annual meeting to serve out the unexpired portion of the term.

Section 9. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose, (but only after the first annual meeting of members, as hereinabove provided for) any Director may be removed with or without cause by the affirmative vote of the majority of the entire membership of record and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting. The term of any Director who is a Class A member and who becomes more than sixty (60) days delinquent in payment of any assessments and/or carrying charges due the Association may be terminated upon resolution of the remaining Directors and the remaining Directors shall appoint his successor as provided in Section 7 of this Article.

Section 10. Compensation. No compensation shall be paid to Directors for their services as Directors. After the lapse of all of the Class B memberships as provided for in Article III of these By-Laws, no remuneration shall be paid to any Director who is also a Class A member of the Association for services performed by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before the services are undertaken.

Section 11. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present at such first meeting.

Section 12. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least sixty (60) days prior to the day named for such meeting.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one-third (1/3) of the Directors.

Section 14. Waiver of Notice. Absence at any meeting of the Board of Directors by any Director may, in writing, be waived by such meeting and such waiver shall be deemed equivalent to the giving of such notice. Any absence by a Director at any meeting of the Board of Directors shall be a waiver of notice, in time, the time, place and purpose thereof. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 15. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. At any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 16. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to such action. Such written consent or consents shall be filed with the minutes of the proceedings of the Board of Directors.

Section 17. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for corporate or trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

ARTICLE VI

Officers

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the lapse of all of the Class B memberships as provided in Article III of these By-Laws, the officers of the Association need not be members of the Association. Thereafter, except for the President, the officers of the Association need not be members of the Association. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the members and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of a corporation, including, but not limited to, the power to appoint committees from among the membership from time to time as he may, in his discretion, decide are appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. He shall have custody of the seal of the Association. He shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping or causing to be kept full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the reports, or causing the reports, of all moneys and other valuable effects in the hands and of the assets of the Association through depositaries as may from time to time be designated by the Board of Directors.

Liability and Indemnification of Officers and Directors

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every Officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any Officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding if approved by the then Board of Directors of the Association) in which he may be made a party by reason of being or having been an Officer or Director of the Association whether or not such person is an officer or Director at the time such expenses are incurred. The Officers and Directors of the Association shall not be liable to the member of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct, or bad faith. The Officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the Association shall indemnify and forever hold each such Officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for therein shall not be exclusive of any other rights to which any Officer or Director of the Association or former officer or Director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interests of the Association. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Grantor) in which one or more of the Directors of this Association are directors or officers or are peculiarly or otherwise interested, is either void or voidable because such Director or Directors are present at the meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

- (a) the fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or
- (b) the fact of the common directorate or interest is disclosed or known to the members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or
- (c) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or Interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not such director or officer of such other corporation or not so interested.

ARTICLE VIII

Management

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, operate and maintain the common areas and community facilities and, for the benefit of the members, shall enforce the provisions hereof and shall pay out of the common expense fund hereinafter provided for, the following:

- (a) the cost of providing water, sewer, electricity, heat, gas, garbage and trash collection, and/or other utility services for the common areas and community facilities, and providing water and sewer service for the Dwellings and Units in the Project as agent for the Members and not as a public utility company; and
- (b) the cost of fire and extended liability insurance on the common areas and community facilities and the cost of such other insurance as the Association may effect; and
- (c) the cost of the services of a person or firm to manage the common areas and community facilities to the extent deemed advisable by the Association consistent with the provisions of the Declaration and these By-Laws, together with the services of such other personnel as the Board of Directors of the Association shall consider necessary for the operation of the common areas and community facilities; and
- (d) the cost of providing recreational facilities by means of contracting therefor with others and/or leasing such facilities as are from time to time deemed necessary and appropriate.

(20) (c) the right to employ such legal and accounting services as may be considered necessary to the operation of the common areas and community facilities; and

(d) the cost of painting, maintaining, replacing, repairing and landscaping the common areas and community facilities and such furniture and equipment for the common areas and community facilities; and the Board of Directors shall have the exclusive right and duty to acquire the same; and

(e) the cost of any and all other materials, supplies, labor, set-offs, maintenance, repairs, taxes, assessments or the like, which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation of the common areas or community facilities; and

(f) the amount of all taxes and assessments levied against the Association or upon any property which it may own, or which it is otherwise required to pay, if any; and

(g) any amount necessary to discharge any lien or encumbrance levied against the common areas or community facilities, or any portion thereof.

Section 2. Capital Contributions. The Board of Directors may, from time to time, require each Class A member to make periodic contributions to the capital of the Association which contributions shall be treated as paid-in surplus and shall be maintained in a segregated trust account. Such funds shall be withdrawn from trust and expended only for deferred maintenance, replacement of capital assets and the extraordinary repair and maintenance of capital assets. When paid, such contributions to capital shall not be withdrawn nor applied to offset regular or special assessments, but shall be regarded as an appurtenance to the Unit owned by the member making such capital contributions and shall be regarded as transferred to the grantee of such Unit upon the conveyance thereof.

Section 3. Management Agent. The Association may contract in writing, to delegate any of its ministerial duties, powers or functions to the Management Agent. Neither the Association nor the Board of Directors shall be liable for any omission or improper exercise by the Management Agent of any such duty, power or function so delegated.

Section 4. Easements for Utilities and Related Purposes. The Association is authorized and empowered to grant (and shall from time to time grant, at the request of Grantor) such licenses, easements and/or rights-of-way for sewer lines, water lines, electrical cables, telephone cables, gas lines, storm drains, underground conduits and/or such other purposes related to the provision of public utilities to the common areas and community facilities as may be considered necessary and appropriate by the Board of Directors for the orderly maintenance, preservation and enjoyment of the common areas and community facilities and for the preservation of the health, safety, convenience and/or welfare of the members or the Grantor.

Section 5. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the common expense funds; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, snow or ice which may leak or flow from any portion of the common areas or community facilities or from any wire, pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any member for loss or damage, by theft or otherwise, of articles which may be stored upon any of the common areas or community facilities. No diminution or abatement of assessments, as hereinafter or in the Declaration provided, shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the common areas or community facilities, or from any action taken by the Association to comply with any law, ordinance or with the order or directive of any municipal or other governmental authority.

Section 6. House Rules. There shall be no violation of any rules for the use of the common areas or community facilities, or other "house rules", which may from time to time be adopted by the Board of Directors and promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in these By-Laws authorized to adopt such rules.

ARTICLE IX

Insurance

Section 1. Insurance. The Board of Directors shall obtain and maintain, to the extent reasonably available, at least the following:

- (a) Casualty or physical damage insurance in an amount equal to the full replacement value (less 100% of replacement cost) exclusive of and foundation and excavation of the common areas and community facilities (including all building service equipment and the like), with an agreed amount (or maximum) without deduction or allowance for depreciation, as determined annually by the

Board of Directors with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

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- (i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement; and
 - (ii) such other risks as shall customarily be covered with respect to property similar in construction, location and use, including, but not limited to, cost of demolition, vandalism, malicious mischief, windstorm, water damage, machinery explosion or damage, and such other insurance as the Board of Directors may from time to time determine; and
- (b) Public liability insurance, with a "severability of interest" endorsement, in such amounts and in such forms as may be considered appropriate by the Board of Directors including, but not limited to water damage, legal liability, hired automobile, non-owned automobile, liability for property of others, and any and all other liability incident to the ownership and/or use of the common areas and community facilities or any portion thereof; and
- (c) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and
- (d) A "Legal Expense Indemnity Endorsement", or "Directors and Officers" Policy affording protection for the officers and directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or director shall have been made a party by reason of his or her services as such; and
- (e) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature and fidelity coverage as required by Section 16 of Article V of these By-Laws, as are or shall hereafter be considered appropriate by the Board of Directors.

Section 2. Limitations. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

- (a) All policies shall be written with a company or companies licensed to do business in the State of Indiana and holding a rating of "A + " or better in Best's Insurance Guide.
- (b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative.
- (c) All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to any and all insureds named thereon.
- (d) All policies shall contain a waiver of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

ARTICLE X

Fiscal Management

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association which shall begin at the date of incorporation. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures and other transactions of the Association and its administration and shall specify the maintenance and repair expenses of the common areas and community facilities, services provided with respect to the same and any other expenses incurred by the Association. That amount of any assessment required for payment of any capital expenditures or reserves of the Association may be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the members. The receipts and expenditures of the Association shall be credited and charged to other accounts under at least the following classifications:

(k) "Current Operations" which shall involve the control of total expenses of the Association including reasonable salaries and necessary contingencies and working capital funds in relation to the operation and maintenance hereof as hereinafter provided for; and

(l) "Capital Contributions" which shall involve the control of capital contributions held by the Association in a separate account and for designated special purposes.

(m) "Investments" which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a temporary basis by the Board of Directors; and

(n) "Betterments" which shall involve the control over funds to be used for the purpose of deprecating the cost of any construction or reconstruction, unanticipated repair or replacement of a described capital improvement and/or for expenditures for additional capital improvements or personal property made or acquired by the Association with the approval of the Board of Directors.

Section 3. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish its members and any mortgagee requesting the same with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association and vouchers accrediting the entries made thereupon, shall be available for examination by the members of the Association and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any lot and/or its duly authorized agents or attorneys, during normal business hours, for purposes reasonably related to their respective interests.

Section 5. Principal Office - Change of Same. The principal office of the Association shall be as set forth in Article I of these By-Laws. The Board of Directors, by appropriate resolution, shall have the authority to change the location of the principal office of the Association from time to time.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.

Section 7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE XI

Amendment

Section 1. Amendments. These By-Laws may be amended by the affirmative vote of members representing a majority of the then members of record, at any meeting of the members duly called for such purpose, but only after thirty (30) days' prior written notice to the institutional holders of all first mortgages on the lots subject to assessment by the Association. Amendments may be proposed by the Board of Directors or by petition signed by members representing at least Thirty percent (30%) of the then total membership. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon.

ARTICLE XII

Mortgages - Notice

Section 1. Notice to Board of Directors. Any member who mortgages the lot to which his membership is appurtenant shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a

conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain a suitable record pertaining to such mortgages. Any mortgagee of any lot which desires that a record with name and address be maintained by the Association for purpose of assisting in compliance with the notice provisions of these By-Laws may forward such information to the Secretary.

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Section 2. Consents. Any other provision of these By-Laws or of the Declaration to the contrary notwithstanding, the Association shall not take any of the following actions, nor shall the members or the Board of Directors institute any proceeding to take any of the following actions, without the prior written consent of all institutional first mortgagees of record which own a mortgage or mortgages of an aggregate face value of \$150,000.00 or more:

- (a) abandon or terminate the Declaration; or
- (b) modify or amend any provisions of these By-Laws or of the Declaration; or
- (c) modify the method of determining and collecting common expense assessments and/or other assessments as provided in the Declaration; or
- (d) mortgage, partition, subdivide, transfer or otherwise dispose of any of the common areas or community facilities; or
- (e) resolve to use the proceeds of casualty insurance for any purpose other than the repair or restoration of the common areas and community facilities.

Section 3. Definition. As used in this Article, the term "mortgages" shall mean any mortgagee and shall not be limited to institutional mortgagees and the term "mortgage" shall include a deed of trust. As used generally in these By-Laws, the term "institutional holder" or "institutional mortgagee" shall include the insurer of any mortgage, banks, trust companies, insurance companies, savings and loan association, pension funds, real estate investment trusts, FNMA, FHLMC, and any corporation, including a corporation of, or affiliated with, the United States Government, or any agency thereof.

ARTICLE XIII

Interpretation - Miscellaneous

Section 1. Conflict. These By-Laws are subordinate and subject in all respects to the provisions of the Declaration. All of the terms hereof, except where clearly repugnant to the context, shall have the same meaning as in the Declaration. In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control.

Section 2. Committees. The Board of Directors may, from time to time, appoint such committees as it considers necessary or appropriate from the membership of the Association each of which shall consist of a chairman and at least two (2) other members. Any committee so appointed shall serve at the pleasure of the Board of Directors.

Section 3. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in the Declaration and in these By-Laws shall be given in writing.

Section 4. Severability. In the event any provision or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 5. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 6. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws.

Section 7. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

CONSENT OF MORTGAGEE

The undersigned being the owner and holder of a deed and of security interest in the property described in Exhibit A attached hereto and made a part hereof does hereby consent to the recording of this Declaration and the upholding of the provisions hereof to said real property described in Exhibit A, and said Mortgagee does hereby consent and agree that from and after this date, the provisions of this Declaration, including all exhibits thereto shall be superior to the claim of the undersigned's mortgage on said real estate described in Exhibit A.



Gladys Radcliffe
Attest:

INDIANA MORTGAGE CORPORATION

By: William G. Ward

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared William G. Ward and Gladys Radcliffe the Assistant Vice President and Assistant Secretary respectively, of Indiana Mortgage Corporation, who acknowledged the execution of the foregoing Consent for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 4th day of February, 1975.



Ledona Jacks
Notary Public

My Commission expires:
LEDONA JACKS
My Commission Expires February 27, 1977

ENTERED FOR RECORD

2768

BOOK 77 PAGE 114

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77 AUG 7 1978

Marille Abbott

RECORDER HENDRICKS COUNTY

^{12:08}
SECOND SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 13th day of AUGUST, 1978, by INDUN REALTY, INC., an Indiana corporation, d/b/a Planned Community Development Company, hereinafter sometimes called the "Declarant":

W I T N E S S E T H:

WHEREAS, Planned Community Development Company, an Indiana partnership and predecessor in interest of Declarant, by Declaration of Covenants, Conditions and Restrictions dated February 4, 1975, and recorded on February 5, 1975, as Instrument No. 6410 in Book 68, at pages 55 et seq., in the office of the Recorder of Hendricks County, Indiana (hereinafter referred to as the "Declaration"), subjected certain real estate in Hendricks County, Indiana, as described in Exhibit "A" to the Declaration, to certain covenants, restrictions, easements, charges and liens for the preservation of values and amenities in connection with a planned unit development known as "Prestwick"; and

WHEREAS, under the provisions of ARTICLE II, Section 2, of the Declaration, the Declarant reserved unto itself the right and power to submit additional property to the scheme of the covenants, conditions and restrictions of the Declaration; and

WHEREAS, the Declarant desires to extend the scheme of the covenants, conditions and restrictions in the Declaration to certain real property located in Hendricks County, Indiana, and more particularly described in Exhibit "A", attached hereto and by reference made a part hereof, upon which Declarant has constructed condominium units which will be a part of a horizontal property regime to be known as "Fairway Hills - Phase II" (hereinafter referred to as the "Additional Property"):

NOW, THEREFORE, the Declarant hereby declares that the Additional Property is, and shall be, annexed to the real estate described in the Declaration and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens imposed and set forth in the Declaration to the same extent as if such Additional Property had been originally included in the Declaration.

The execution and recording of this Supplemental Declaration of Covenants, Conditions and Restrictions shall not otherwise affect or amend the Declaration except to annex the

Additional Property to the real estate described in the Declaration, and to extend the scheme of the covenants, restrictions, easements, charges and liens contained in the Declaration to the Additional Property.

IN WITNESS WHEREOF, the said INDUN REALTY, INC., d/b/a Planned Community Development Company, has caused this Supplemental Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers as of this 1st day of August, 1978.

INDUN REALTY, INC., d/b/a Planned
Community Development Company

By: Karl E. Preusse
Karl E. Preusse, Executive Vice
President

Attest:

Lenora Lowe
Lenora Lowe, Assistant Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Karl E. Preusse and Lenora Lowe, the Executive Vice President and Assistant Secretary, respectively, of Indun Realty, Inc., and acknowledged the execution of the foregoing Second Supplemental Declaration of Covenants, Conditions, and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations contained therein are true.

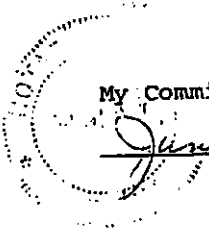
Witness my hand and Notarial Seal this 1st day of August, 1978.

Frances Dian Chandler
Notary Public
Frances Dian Chandler

My Commission Expires:

June 30, 1980

Resident of Wabash County



This instrument was prepared by Randolph L. Foxworthy, Attorney.

Part of the West Half of the Southwest Quarter of Section 9, Township 15 North, Range 1 East, and part of the East Half of the Southeast Quarter of Section 8, Township 15 North, Range 1 East, in Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the West Half of said Southwest Quarter Section; thence North $00^{\circ}09'17''$ East on and along the East line thereof a distance of 1073.365 feet; thence North $89^{\circ}50'44''$ West a distance of 339.930 feet to a point on the East line of PRESTWICK ONE as recorded in Plat Book 1, Pages 1 to 16 in the Office of the Recorder of Hendricks County; thence North $03^{\circ}39'14''$ East on and along said East line of PRESTWICK ONE a distance of 359.305 feet; thence North $01^{\circ}19'25''$ West on and along the East line of PRESTWICK ONE a distance of 412.680 feet to the Northeast corner of PRESTWICK ONE; thence North $60^{\circ}28'49''$ West on and along the Northeasterly line of PRESTWICK ONE a distance of 472.000 feet; thence South $89^{\circ}10'32''$ West on and along the North line of PRESTWICK ONE a distance of 120.522 feet to the Northwest corner of PRESTWICK ONE; thence South $00^{\circ}49'28''$ East on and along the West line of PRESTWICK ONE a distance of 86.495 feet to the point of beginning of this description; thence continuing South $00^{\circ}49'28''$ East a distance of 18.000 feet; thence South $65^{\circ}55'56''$ West a distance of 92.411 feet; thence South $88^{\circ}48'01''$ West a distance of 191.042 feet; thence South $24^{\circ}34'02''$ West a distance of 38.484 feet; thence South $34^{\circ}38'01''$ East a distance of 117.890 feet; thence South $52^{\circ}42'43''$ West a distance of 137.004 feet; thence North $32^{\circ}13'24''$ West a distance of 390.082 feet; thence North $00^{\circ}00'00''$ East a distance of 50.000 feet; thence North $90^{\circ}00'00''$ East a distance of 255.000 feet; thence South $00^{\circ}00'00''$ West a distance of 15.000 feet; thence North $90^{\circ}00'00''$ East a distance of 252.829 feet to a point on the West line of an access easement as recorded as Instrument Number 9010, in Book 72, pages 178 to 181, in the Office of the Recorder of Hendricks County; thence South $00^{\circ}49'28''$ East on and along the West line of said easement a distance of 90.785 feet; thence North $89^{\circ}10'32''$ East on and along the South line of said easement a distance of 32.000 feet to the point of beginning, containing 2.382 acres, subject, however, to all legal highways, rights-of way and easements of record.

ENTERED FOR RECORD

BOOK

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CROSS REFERENCE

Marille Abbott
ALLEGHER HENDRICKS COUNTYTHIRD SUPPLEMENTAL DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

6119

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 9th day of November, 1978, by INDUN REALTY, INC., an Indiana corporation, d/b/a Planned Community Development Company (hereinafter sometimes called the "Declarant"),

W I T N E S S E T H:

WHEREAS, Planned Community Development Company, an Indiana partnership and predecessor in interest of Declarant, by Declaration of Covenants, Conditions and Restrictions dated February 4, 1975, and recorded on February 5, 1975, as Instrument No. 6410 in Book 68, at pages 55 et seq., in the office of the Recorder of Hendricks County, Indiana (hereinafter referred to as the "Declaration"), subjected certain real estate in Hendricks County, Indiana, as described in Exhibit "A" to the Declaration, to certain covenants, restrictions, easements, charges and liens for the preservation of values and amenities in connection with a planned unit development known as "Prestwick"; and

WHEREAS, under the provisions of ARTICLE II, Section 2, of the Declaration, the Declarant reserved unto itself the right and power to submit additional property to the scheme of the covenants, conditions and restrictions of the Declaration; and

WHEREAS, the Declarant desires to extend the scheme of the covenants, conditions and restrictions in the Declaration to certain real property located in Hendricks County, Indiana, and more particularly described in Exhibit "A", attached hereto and by reference made a part hereof, upon which Declarant has constructed condominium units which will be a part of a horizontal property regime to be known as "Fairway Hills - Phase III" (hereinafter referred to as the "Additional Property");

NOW, THEREFORE, the Declarant hereby declares that the Additional Property is, and shall be, annexed to the real estate described in the Declaration and shall be held, conveyed, hypothecated, encumbered, sold, leased, rented, used, occupied and improved subject to the covenants, restrictions, easements, charges and liens imposed and set forth in the Declaration to the same extent as if such Additional Property had been originally included in the Declaration.

The execution and recording of this Supplemental Declaration of Covenants, Conditions and Restrictions shall not otherwise affect or amend the Declaration, except to annex the Additional Property to

the real estate described in the Declaration, and to extend the scheme of the covenants, restrictions, easements, charges and liens contained in the Declaration to the Additional Property.

IN WITNESS WHEREOF, the said INDUN REALTY, INC., d/b/a Planned Community Development Company, has caused this Supplemental Declaration of Covenants, Conditions and Restrictions to be executed by its duly authorized officers as of this 9th day of November, 1978.

INDUN REALTY, INC., d/b/a Planned Community Development Company

By: Karl E. Preusse
Karl E. Preusse, Executive Vice President

Attest:

Lenora Lowe
Lenora Lowe, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Karl E. Preusse and Lenora Lowe, by me known and known by me to be the Executive Vice President and Secretary, respectively, of INDUN REALTY, INC., who acknowledged the execution of the above and foregoing Second Supplemental Declaration of Covenants, Conditions and Restrictions for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations contained therein are true.

WITNESS my hand and Notarial Seal this 9th day of November, 1978.

My commission expires:
DONNA L. McLAUGHLIN, Notary Public
Resident of Morgan County, Indiana
My Commission Expires June 30, 1980

Donna L. McLaughlin
Donna L. McLaughlin, Notary Public
Resident of Morgan County

This instrument was prepared by Randolph L. Foxworthy, Attorney.

EXHIBIT "A"

Land being part of the West Half of the Southwest Quarter of Section 9, Township 15 North, Range 1 East, and part of the East Half of the Southeast Quarter of Section 8, Township 15 North, Range 1 East, in Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of the West Half of the Southwest Quarter of said Section 9; thence North $00^{\circ}09'17''$ East on and along the East line of said Half-Quarter Section a distance of 1073.365 feet; thence North $89^{\circ}50'44''$ West a distance of 339.930 feet to a point on the East line of Prestwick One as recorded in Plat Book 1, Pages 1 through 16, both inclusive, in the Office of the Recorder of Hendricks County; thence North $03^{\circ}39'14''$ East on and along the East line of Prestwick One a distance of 359.305 feet; thence North $01^{\circ}19'25''$ West on and along the East line of Prestwick One a distance of 412.680 feet to the Northeast corner of Prestwick One; thence North $60^{\circ}28'49''$ West on and along the Northeasterly line of Prestwick One a distance of 472.000 feet; thence South $89^{\circ}10'32''$ West on and along the North line of Prestwick One a distance of 120.522 feet to the Northwest corner of Prestwick One; thence South $00^{\circ}49'28''$ East on and along the West line of Prestwick One a distance of 86.495 feet to a point on the South line of an access easement as recorded as Instrument No. 9010, in Book 72, Pages 178 through 181, both inclusive, in the Office of the Recorder of Hendricks County; thence South $89^{\circ}10'32''$ West on and along the South line of said easement a distance of 32.000 feet to a point on the West line of said easement; thence North $00^{\circ}49'28''$ West on and along the West line of said easement a distance of 90.785 feet; thence South $90^{\circ}00'00''$ West a distance of 252.829 feet; thence North $00^{\circ}00'00''$ East a distance of 15.000 feet; thence South $90^{\circ}00'00''$ West a distance of 255.000 feet to the Point of Beginning of the land herein described; thence South $00^{\circ}00'00''$ West a distance of 50.000 feet; thence South $32^{\circ}13'24''$ East a distance of 241.851 feet; thence South $67^{\circ}22'48''$ West a distance of 131.040 feet; thence North $80^{\circ}19'36''$ West a distance of 95.000 feet; thence South $10^{\circ}05'17''$ West a distance of 120.000 feet; thence North $79^{\circ}54'43''$ West a distance of 118.960 feet; thence North $09^{\circ}19'31''$ East a distance of 41.900 feet; thence North $21^{\circ}23'34''$ West a distance of 104.178 feet; thence North $00^{\circ}00'00''$ East a distance of 260.000 feet; thence North $90^{\circ}00'00''$ East a distance of 105.000 feet; thence North $00^{\circ}00'00''$ East a distance of 28.000 feet; thence North $90^{\circ}00'00''$ East a distance of 150.000 feet; thence South $00^{\circ}00'00''$ West a distance of 40.000 feet to the Point of Beginning, containing in all 2.568 acres, subject however to all legal highways, rights-of-way and easements of record.

CONSENT OF MORTGAGEE

The undersigned, being the owner and holder of a mortgage on the property described in Exhibit "A" attached hereto, does hereby consent to the recordation of this Third Supplemental Declaration and the imposing of the provisions hereof to such real property, and said Mortgagee does hereby consent and agree that from and after this date, the provisions of this Third Supplemental Declaration shall be superior to the lien of the undersigned's mortgage.

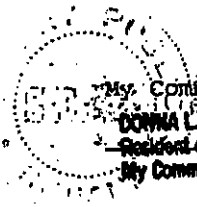
TFAC, INC.

By: J. Frederic Wiese, Jr.
President
J. Frederic Wiese, Jr., President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared J. Frederic Wiese, Jr., the President of TFAC, Inc., who having been duly sworn acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation.

Witness my hand and Notarial Seal this 9th day of November, 1978.



My Commission Expires:
DONNA L. McLAUGHLIN, Notary Public
Resident of Morgan County, Indiana
My Commission Expires June 30, 1980

Donna L. McLaughlin
Donna L. McLaughlin, Notary Public
Resident of Morgan County

SEC I PHASE 2

RESTRICTIVE COVENANTS

NOVA TOWN VILLAGE SECTION I - PHASE 2

The undersigned, Prestwick Sales, Inc., hereby certifies that the plat and subdivision map of the land shown on the attached plat and subdivision map, recorded as Instrument 8884, Plat Book 24, Page 15 to 21, in the Office of the Recorder of Deeds, State of Indiana, on July 7, 1975, do hereby certify that we have laid off, platted and divided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and denominated as NOVA TOWN VILLAGE SECTION I - PHASE 2, an Addition to Prestwick, a Planned Unit Development in Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots and dwelling units in this subdivision, the undersigned owner(s) hereby adopts and establishes the following protective covenants, each and all inuring to the benefit of each and every owner of any lot or lots and dwelling unit or units in said subdivision, their heirs and/or assigns, binding all the time, each grantor and their heirs and/or assigns:

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public. No parking of any motorized vehicles will be permitted on any streets within the development.

2. All lots in this subdivision shall be used, described and shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to be erected on any lot other than for (1) single-family dwelling, one (1) private, attached garage for single-family residential purposes. No flat barns, sheds, storage buildings, garages, etc. will be permitted.

3. No single-family dwelling, garage, outbuilding, etc. shall be erected, altered, placed or permitted to be erected on any lot without the prior written approval of the Building Control Committee established in accordance with paragraph 8 of these Subdivision Covenants. Such approval shall be obtained prior to commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finish grade elevations. Approvals will be considered upon the submission of two (2) complete sets of satisfactory plans, including a plot plan, building plans showing floor planning and areas with exterior elevations, specifications, landscape plan and such other data or information as may be reasonably requested, all subject to the following minimum standards:

4. Each dwelling unit shall have an attached two-car or larger garage and shall be provided with an off-street driveway of sufficient size to accommodate the parking of one additional vehicle.

5. The minimum size of any dwelling unit located upon said real estate, shall be 1700 square feet of finished living area (as defined herein), exclusive of basement (whether finished or otherwise), porch and garage, in accordance with paragraph 11 of these Subdivision Covenants.

6. The Building Committee shall consist of three (3) members, appointed by Prestwick Sales, Inc., hereinafter referred to as the Development Company, its successors and assigns. The members of said committee shall be subject to removal at any time with or without written notice. Any vacancies which occur from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum for an approval or disapproval of any plans submitted to the Building Committee. The Building Committee shall conduct all meetings and their minutes shall be filed. The Building Committee shall determine whether the proposed structure, plans and specifications show conformity and harmony of material, design with existing structures in the subdivision and in the Planned Unit Development as shown generally on the plat, and whether the building and property setbacks comply with plat requirements. No change shall be made to any setback of any lot for extension of plans or zoning approval as provided. The Building Committee may allow reasonable variances or adjustments of the restrictions hereby established where literal application results in unnecessary hardship. Such any such variance or adjustment shall be granted in conformity with the intent and purpose of these covenants and no variance or adjustment shall be granted which is materially detrimental to or injurious to other lots in the development. Neither the Building Committee nor any agent thereof, nor the Development Company, shall be responsible in any way for any delay in any plans, specifications or other materials submitted to the Building Committee for any work done according thereto.

7. No trailer, motor home, boat, camper, motorcycle, truck, trailer or distressed vehicle or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this Addition outside of an enclosed garage, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residence purposes or any other purpose on any lot in this Addition; provided, however, that this restriction shall not be applicable to temporary structures, trucks, equipment, storage yards and buildings, or trailers used by the Development Company in connection with construction of improvements on the real estate or offices used by the Developer in connection with the construction and sale of dwelling units, and the same shall be permitted until the date the initial construction of all dwelling units is completed, nor shall such restriction against dwelling unit additions or other accessory residential structures such as attached garages, greenhouses, etc. be applicable, glass or screened porches, and the same shall be permitted; provided further, however, such accessory residential structures must

be located in rear yard and may not be constructed unless the construction or improvement is approved by the Building Committee as per the Subdivision Covenants. None of the foregoing restrictions shall be interpreted or construed to preclude any buildings, structures or improvements of any time owned by the Development Company which are otherwise permitted hereunder.

8. There are strips of ground as shown on the within plat marked "Sewer Easements" or "SE", strips of ground marked "Landscape Easements" or "LE", other separately or in any combination of the four. Such easements are reserved for the use of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc., Inc., as follows:

(A) "Sewer Easements", or "SE", are created for the use of the public utility companies or governmental agencies having responsibility for the maintenance, repair and upkeep of the sanitary sewer main, and other facilities, and storm water sewers and other facilities, serving this addition; for the installation, maintenance, repair and replacement of such facilities; in addition, so long as any such sewer facilities are private and are owned by the Development Company and/or private, and private or public utility company shall have the right to the use and benefit of such "Sewer Easements" for such purposes;

(B) "Landscape Easements", or "LE", are created to provide paths and easements and a system for natural area and local storm drainage, either on- or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of such easements shall be required to maintain the natural drainage flow of construction, including both structures and plant material, so that the flow of water will be unimpeded;

(C) "Utility Easements", or "UE", are created for the use of all public utility companies, including transportation companies, for the installation and maintenance of underground mains, ducts, drains, lines, pipes, wires and other utility installations for the purpose of finishing utility services. Such Utility Easements may also be used for all purposes for which Sewer Easements may be used hereunder.

(D) "Easements", or "E", are created and reserved for the use and benefit of the Prestwick Community Services Assoc., Inc., for the installation, maintenance, repair and replacement of country clubs, screening material, pathways in addition to the "Landscape Easements" specifically agreed on the within plat, Prestwick Community Services Assoc., Inc., may use any part of the Common Areas for such purposes, and all of the lots in this Addition with "Landscape Easements" in their entirety and additional utility easements may be granted to utility companies in the future by the Development Company or other owners of the portions of the Addition to be

affected thereby; provided, however, all internal utilities within this Addition shall be located underground, except that transformers and other equipment customarily installed above ground by utility companies shall be permitted. In addition, the Development Company shall have, and are hereby granted, authority to grant to such public and private companies as long may approve, such easements as may be necessary or desirable to provide the lots and dwelling units in this Addition with facilities for utility services, including, but not limited to, cable television facilities and services; provided, however, that any such new easements must be located within or be co-terminus with any one or more of the easements shown on this plat, including the Landscape Easements and/or Common Areas. All of the foregoing easements including utility easements now existing or hereafter granted, shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purpose. The owners of all lots in this Addition shall take and hold title to their lots subject to all of the foregoing easements and easements. As the result of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc., Inc., herein, and in the jurisdiction of the proper governmental authorization, no placement of other structures, easements, driveways, walkways, landscaping and street signage otherwise permitted hereby, shall be erected or maintained on any of the foregoing easements or other improvements erected and maintained thereon shall be at the risk of the party erecting and maintaining the same and subject to the rights of the easement holder and hereby created or referred to.

9. No residence, dwelling house or any other structure shall be used for the purpose of carrying on a business, trade, profession or any other calling.

10. "Building Lines" (B.L.) are established at those on this plat between which line and the front lot line no building shall be erected, placed, altered or permitted to remain. No structure of any part thereof shall be built or erected closer than five (5) feet to any street front line or other side or corner than fifteen (15) feet to any rear lot line.

11. Improvements which do not constitute a part of the "finished living area" of dwelling units shall be subject to the same limitations contained in paragraph 10. The following are examples of improvements which do not constitute "finished living areas": porches (whether screened or open), balconies, glass-enclosed structures, decks, garages (whether or not temperature controlled).

12. No fence, wall, hedge or scrub planting which obstructs sight lines at streetfront between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any lot corner within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street with the edge of a driveway easement. No tree shall be permitted to remain

within such distance of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. The maximum height to the top of the roof of any building shall not exceed thirty-five (35) feet, measured from finished grade at the base of such building.

14. No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be destroyed or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

15. The owner of each lot in the Development shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in certain Declaration as supplemented from time to time, recorded on February 9, 1979, as Instrument 88410, in Book 68, pages 85-74, in the Office of the Recorder of Hendricks County, Indiana, as a precedent to ownership of a lot, each owner hereby covenants and agrees to pay annual charges to the Prestwick Community Services Assoc., Inc. for the use and enjoyment of Common Areas and Community Facilities.

The amount of the annual charges shall be based on the cost of operation and maintenance of such facilities, exclusive of roadways, thereof for the year of such year and based on the number of lots in the subdivision in operation Prestwick, plus all living units in the Planned Unit Development known as Prestwick, plus all lots in the subdivision. The street lighting, storm drainage and sidewalks, street signs, curbs, landscaping, et al., within the subdivision, the cost of maintenance and operation of such facilities shall be shared equally by each lot owner in the subdivision. Contracts for the cost of operation and maintenance of such facilities including contracts with the public utilities, covering operation and maintenance of street lighting will be entered into by the Prestwick Community Services Assoc., Inc. on behalf of the lot owners. Each lot owner covenants and agrees to pay to the Prestwick Community Services Assoc., Inc. his pro-rata share of the contract charges by the utility company, including operation and maintenance of aforesaid facilities.

16. No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird properly confined to his particular lot.

17. No fencing of any type will be permitted within the Subdivision except for approved walls, fencing or walls must be a minimum of six (6) feet in height, constructed of material uniform to principal residence exterior and providing a solid visual screen. No chain link fencing will be permitted except

otherwise permitted by law, shall govern and control to the extent any of the foregoing conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent possible, provided, however, that in any case in which any provisions contained in said covenants or restrictions conflict with any plat restrictions, the amendments, modification or termination of such provisions in said covenants or approved plan in any manner permitted thereby or by law shall automatically constitute and be deemed to be a competent amendment, modification or termination (in the case may be) of such similar provisions in these Subdivision Covenants, without the approval or consent of any other parties or party whatsoever. All Common Areas within the Addition shall be subject to the terms and provisions governing the use, development and maintenance thereof. The "Common Areas" described or referred to in this plat shall be deemed to constitute "Common Areas" as defined and referred to in the Declaration.

IN WITNESS WHEREOF, Prestwick Sales, Inc., by its duly authorized officers, have executed this instrument this 21st day of December, 1989.

PRESTWICK SALES, INC.

By: Greg M. Bantz ATTEST: Small Bantz
Vice President Treasurer

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Appeared before me, the undersigned, a Notary Public in and for said County and State, PRESTWICK SALES, INC., by Greg M. Bantz and Small Bantz, and acknowledged execution of the above and foregoing certificate, as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 21st day of December, 1989.

Signature Doris S. Shaeffer
Notary Public in and for Hendricks County, Indiana

My Commission Expires:

March 24, 1989

For town and county enclosures and all other facing of any type will require Building Control Committee approval.

18. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons who claim title thereto in any way as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by the due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in the Addition and in other sections of Royal Troon Village (hereinafter referred to as "lots"), their heirs and assigns, all of whom shall be entitled to such relief without being required to show any damage or any loss to any such owner or owners by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expires on December 31, 2018, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless, by a vote of at least two-thirds majority of the then owners of the lots in the Addition and in other sections of Royal Troon Village, it is agreed to change (or terminate) those covenants in whole or in part; provided, however, that no change or termination of said covenants shall affect any easement hereby created or reserved unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Each amendment shall be evidenced by a written instrument signed and setting forth the facts sufficient to indicate compliance with the instrument and recorded in the Office of the Recorder of Hendricks County, Indiana. Each amendment is subject to the approval of the Hendricks County Planning Commission.

19. The Hendricks County Planning Commission of Hendricks County, Indiana, its successors and assigns, shall have no right, power or authority, to enforce the covenants, conditions, restrictions or other limitations contained in this plat other than those covenants, conditions, restrictions or limitations that comply with the rules and regulations of the Hendricks County Planning Commission; provided further, that nothing herein shall be construed to prevent the said Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Hendricks County Planning Commission.

20. The real estate described in this plat is also subject to certain declarations recorded on February 9, 1979, as Instrument 88410, in Book 68, pages 85-74, in the Office of the Recorder of Hendricks County, Indiana, if there is any irreconcilable conflict between any of the covenants and restrictions in this plat and any of the covenants and restrictions contained in said Declaration, the conflicting covenant or restriction contained in said Declaration, as so hereinafter be amended in accordance with the terms or as

COVENANTS

Under authority provided by Section 32-34-7-200 et seq. and all amendments thereto the undersigned hereby certifies that public notice of the findings by the Hendricks County Planning Commission of the aforesaid covenants and approval of this plat was duly given as required by section 32-34-7-200 and all amendments thereto and that said plat has been duly approved by said commission with a majority of the members of said commission concurring in said approval dated December 19, 1989.

By: Doris S. Shaeffer Attest: Robert E. Jarama
Notary Public in and for Hendricks County, Indiana



DULY ENTERED FOR RECORDATION
13th day of January, 1989
Mary Jane [Signature]

FINAL PLAT
ROYAL TROON VILLAGE
SECTION 1-PHASE 2

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING

JAN 1-12-89

Walter J. Rieder

RECORDED BY [Signature] 1/12/89

SHEET 2 OF 2

AMENDED RESTRICTIVE COVENANTS

ROYAL TROON VILLAGE SECTION I PHASE I

These Amendments to Restrictive Covenants, made this 6th day of June, 1988, by Prestwick Sales, Inc., hereinafter referred to as the declarant;

WITNESSETH:

WHEREAS, declarant is the owner of certain property located in Hendricks County, Indiana, described as follows:

Part of the East half of the Southwest quarter of Section 9, Township 15 North, Range 1 East of the Second Principal Meridian, in Washington Township, Hendricks County, Indiana

And, WHEREAS, the foregoing real property has been platted and subdivided, and is now know as Royal Troon Village, Section I Phase I, an addition to Prestwick, a planned unit development in Hendricks County, Indiana, as per plat thereof recorded 5-11-87 in plat Book 12, page 35-36 in the Office of the Recorder of Hendricks County, Indiana; and,

WHEREAS, declarant owns two-thirds (2/3) of the lots platted pursuant to paragraph twenty-one (21), whereby a vote of at least two-thirds (2/3) of the owners of the lots in the addition, may agree to change or terminate these covenants in whole or in part.

WHEREAS, the owners of record of two-thirds (2/3) of the lots platted and known as Royal Troon Village, Section I Phase I, wish to, and agree to, amend the Restrictive Covenants which were recorded on the 11th day of May, 1987, at Flat Book 12, page 35-36, in the Office of the Recorder of Hendricks County, Indiana.

NOW, THEREFORE, Declarant for and in consideration of the premises and the amendments contained herein does hereby impose upon the said real property, the following amendments to the Restrictive Covenants previously recorded:

1. Paragraph number four (4) is now declared null and void and shall be replaced by the following paragraph number four (4):

ENTERED FOR RECORD

114 JUN 9 1988 PAGE 705-7

Loraine D. Mays
 12 HENDRICKS COUNTY RECORDER

4. Maximum number of dwelling units, either attached or detached, to be built on the real estate shall be twenty one (21). The construction of the maximum of twenty one (21) dwelling units is limited to single family dwelling units only.

2. Paragraph number six (6) is now declared null and void and shall be replaced by the following paragraph number six (6):

6. The minimum size of any dwelling unit located upon said real estate, whether attached or detached, shall be fifteen hundred (1500) square feet of indoor living area for ranch style dwellings and one thousand seven hundred fifty (1750) square feet for two-story units, (as defined herein) exclusive of basement, (whether finished or otherwise), porch or garage, in accordance with paragraph thirteen (13) of these Subdivision Covenants.

3. Paragraph number two (2) is hereby declared null and void and shall be replaced by the following:

2. All lots of this subdivision shall be known, common described, and shall be used exclusive for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwellings, one private, attached garage for single family dwelling purposes. No mini barns, gazebos, storage buildings or play houses will be permitted. Lots cannot be resubdivided into two (2) or more building lots, without the express, written consent of the Building Committee. Yards must be graded

and seeded within thirty (30) days of completion of the dwelling.

In all other respects the Restrictive Covenants as originally recorded shall remain in full force and effect, except as amended above.

IN WITNESS WHEREOF, Prestwick Sales, Inc., by its duly authorized officers, have executed this instrument this 6th day of June, 1988.

PRESTWICK SALES, INC.

BY: Terry M. Hamilton
Terry M. Hamilton, President

ATTESTED:

Cliffy Gowan
Cliffy Gowan, Treasurer

Subscribed and sworn to before me, a Notary Public, this 6th day of June, 1988.

My Commission Expires: _____

County of Residence: _____

Woodville

[Signature]
Signature of Notary Public
Lee T. Coover
Printed Name of Notary

This instrument prepared by:
Sharon E. Stegemoller, Attorney-at-Law
P.O. Box 207, Danville, IN 46122
(317) 748-4300

3225

BOOK 118 PAGE 558

RESTRICTIVE COVENANTS

ROYAL TROON VILLAGE SECTION 3

The undersigned, Prestwick Sales, Inc., owner of the real estate shown and described herein, being part of the land described, conveyed by quit-claim deed and recorded as Instrument #8553, Plat Book 236, and page 525 to 531, inclusively, in the Office of the Recorder of Hendricks County Indiana, on May 7, 1975, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

This subdivision shall be known and designated as ROYAL TROON VILLAGE SECTION 3, an Addition to Prestwick, a Planned Unit Development in Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots and dwelling units in this subdivision, the undersigned owner(s) hereby adopts and establishes the following protective covenants, each and all inuring to the benefit of each and every owner of any lot or lots and dwelling unit or units in said subdivision, their heirs and/or assigns, binding all the same, each grantor and their heirs and/or assigns.

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public. No parking of any motorized vehicles will be permitted on any streets within the development.
2. All lots in this subdivision shall be known, described and shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage for single family residential purposes. No mini barns, gazebos, storage buildings or playhouses will be permitted.
3. No single-family dwelling, garage, outbuilding, swimming pool, tennis court or other recreational facility shall be erected, placed or altered without the prior written approval of the Building Control Committee to be established in accordance with paragraph 6 of these Subdivision Covenants. Such approval shall be obtained prior to commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finish grade elevations. Approvals will be considered upon the submission of two (2) complete sets of satisfactory plans, including a plot plan, building plans showing floor planning and areas with exterior elevations, specifications, landscape plan and such other data or information as may be reasonably requested, all subject to the following minimum standards.

ENTERED FOR RECORD

BOOK 112 AUG 29 1989 PAGE 558-64

Conrad M. Moulton
RECORDS CLERK

4. Each dwelling unit shall have an attached two-car or larger garage and shall be provided with an off-street driveway of sufficient size to accommodate the parking of one additional vehicle.

5. The minimum size of any dwelling unit located upon said real estate, shall be 1700 square feet of "indoor living area" (as defined herein), exclusive of basement (whether finished or otherwise), porch and garage, in accordance with paragraph 11 of these Subdivision Covenants.

6. The Building Committee shall consist of three (3) members, appointed by Prestwick Sales, Inc., hereinafter referred to as the Development Company, its successors and assigns. The members of said committee shall be subject to removal at any time with or without written cause. Any vacancies which occur from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum for an approval or disapproval of any plans submitted and the decision of the majority shall control without exception and their decision shall be final. The Committee shall determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures in the subdivision and in the Planned Unit Development known generally as Prestwick, and whether the building and property set-back lines comply with plat requirements. No charge shall be made to any purchaser of any lot for examination of plans or giving approval as provided. The Building Committee may allow reasonable variances or adjustments of the restrictions hereby established where literal application results in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. Neither the Building Committee nor any agent thereof, nor the Development Company, shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

7. No trailer, motor home, boat, camper, motorcycle, truck, trailer or distressed auto or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this Addition outside of an enclosed garage, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residence purposes or any other purpose on any lot in this Addition; provided, however, that this restriction shall not be applicable to temporary structures, trucks, equipment, storage yards and buildings, or trailers used by the Development Company in connection with construction of improvements on the real estate or offices used by the Developer in connection with the construction and sale of dwelling units, and the same shall be permitted until the date the initial construction of all dwelling units is completed, nor shall such restriction against dwelling unit additions preclude accessory residential structures such as attached gazebos, greenhouses, hot tub enclosures, glass or screened patios, and the same shall be permitted; provided further, however, such accessory residential structures must be located in rear yard and

may not be constructed unless the construction or improvement is approved by the Building Committee as per the Subdivision Covenants. None of the foregoing restrictions shall be interpreted or construed to preclude any buildings, structures or improvements at any time owned by the Development Company which are otherwise permitted hereunder.

8. There are strips of ground as shown on the within plat marked "Sewer Easements" or "SE", strips of ground marked "Drainage Easements" or "DE", strips of ground marked "Landscape Easements" or "LE", either separately or in any combination of the four. Such easements are reserved for the use of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc. Inc., as follows:

(A) "Sewer Easements", or "SE", are created for the use of the public utility companies or governmental agencies having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains, and other facilities, and storm water sewers and other facilities, serving this Addition, for the installation, maintenance, repair and replacement of such facilities; in addition, so long as any such sewer facilities are private and are owned by the Development Company and/or private, semi private or public utility company shall have the right to the use and benefit of such "Sewer Easements" for such purposes;

(B) "Drainage Easements", or "DE", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of lots are and shall be required to keep the natural drainage free of obstruction, including both structures and plant material, so that the flow of water will be unimpeded;

(C) "Utility Easements", or "UE", are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of underground mains, ducts, drains, lines, pipes, wires and other utility installations for the purpose of finishing utility services. Such Utility Easements may also be used for all purposes for which Sewer Easements may be used hereunder.

(D) "Landscape Easements", or "LE", are created and reserved for the use and benefit of the Prestwick Community Services Assoc. Inc. for the installation, maintenance, repair and replacement of entry walls, screening material, pathways and landscaping; in addition to the "Landscape Easements" specifically marked on the within plat, Prestwick Community Services Assoc. Inc., may use any part of the Common Areas for such purposes, and all of the same shall constitute "Landscape Easements" in their entirety; and additional utility easements may be granted to utility companies in the future by the Development Company or other owners of the portions of the Addition to be affected thereby; provided, however, all internal utilities within this Addition shall be

located underground, except that transformers and other equipment customarily installed above ground by utility companies shall be permitted. In addition, the Development Company shall have, and are hereby granted, authority to grant to such public and private companies as they may approve, such easements as may be necessary or desirable to provide the lots and dwelling units in this Addition with facilities for utility services, including, but not limited to, cable television facilities and service; provided, however, that any such new easements must be located within or be co-extensive with any one or more of the easements shown on this plat, including the Landscape Easements and/or Common Areas. All of the foregoing easements, including utility easements now existing or hereafter granted, shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this Addition shall take and hold title to their lots subject to all of the foregoing rights and easements, to the rights of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc. Inc., therein, and to the jurisdiction of the proper governmental authorization. No permanent or other structure, except entrance, driveways, walkways, landscaping and street signage otherwise permitted hereby, shall be erected or maintained on any of the foregoing easements, any other improvements erected and maintained thereon shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created or referred to.

9. No residence, dwelling house or any other structure shall be used for the purpose of carrying on a business, trade, profession or any other calling.

10. "Building Lines" (B.L.) are established as shown on this plat between which line and the front lot line no building shall be erected, placed, altered or permitted to remain. No structure or any part thereof shall be built or erected nearer than five (5) feet to any side yard line on either side or nearer than fifteen (15) feet to any rear lot line.

11. Improvements which do not constitute a part of the "indoor living area" of dwelling units shall be subject to the same limitation expressed in paragraph 10. The following are examples of areas or improvements which do not constitute "indoor living areas": porches (whether screened or open), solariums, glass walled structures, decks, garages (whether or not temperature controlled).

12. No fence, wall, hedge or scrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any lot corner within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain

within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. The maximum height to the top of the roof of any building shall not exceed thirty-five (35) feet, measured from finished grade at the base of such building.

14. No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

15. The owner of each lot in the Development shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in certain Declaration as supplemented from time to time, recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana, as a precedent to ownership of a lot, each owner hereby covenants and agrees to pay annual charges to the Prestwick Community Services Assoc. Inc. for the use and enjoyment of Common Areas and Community Facilities.

The amount of the annual charge shall be based on the cost of operation and maintenance of such facilities, exclusive of roadways, thereof for the year of such usage and based on the number of lots in the subdivision in proportion to the total of all living units in the Planned Unit Development known as Prestwick, plus all lots in the subdivision. The street lighting, storm drainage and sidewalks, street signs, entryway, landscaping, et al., within the subdivision, the cost of maintenance and operation of such facilities shall be shared equally by each lot owner in the subdivision. Contracts for the cost of operation and maintenance of such facilities including contracts with the public utilities covering operation and maintenance of street lighting will be entered into by the Prestwick Community Services Assoc., Inc. on behalf of the lot owners. Each lot owner covenants and agrees to pay to the Prestwick Community Services Assoc. Inc., his pro-rata share of the contract charges by the utility company, including operation and maintenance of aforesaid facilities.

16. No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird properly confined to his particular lot.

17. No fencing of any type will be permitted within the Subdivision except for inground pools. Fencing for pools must be a minimum of six (6) feet in height, constructed of material uniform to principal residence exterior and providing a solid visual screen. No chain link fencing will be permitted except for tennis court enclosures and all other fencing of any type will require Building Control Committee approval.

18. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by the due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in the Addition and in other Sections of Royal Troon Village (whether heretofore or hereafter recorded), their heirs and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless, by a vote of at least two-thirds majority of the then owners of the lots in the Addition and in other Sections of Royal Troon Village, it is agreed to change (or terminate) these covenants in whole or in part; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Each amendment shall be evidenced by a written instrument signed and setting forth the facts sufficient to indicate compliance with this instrument and recorded in the Office of the Recorder of Hendricks County, Indiana. Each amendment is subject to the approval of the Hendricks County Planning Commission.

19. The Hendricks County Planning Commission of Hendricks County, Indiana, its successors and assigns, shall have no right, power or authority, to enforce the covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the said Hendricks County Planning Commission; provided further, that nothing herein shall be construed to prevent the said Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Hendricks County Planning Commission.

20. The real estate described in this plat is also subject to certain Declarations recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana. If there is any irreconcilable conflict between any of the covenants and restrictions in this plat and any of the covenants and restrictions contained in said Declaration, the conflicting covenant or restriction contained in said Declaration, as the same hereafter be amended in accordance with the terms or as otherwise permitted by law, shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent

BOOK 118, PAGE 584

possible, provided, however, that in any case in which any provisions contained in said zoning commitments or approved plan in these plat restrictions, the amendment, modification or termination of such provision in said zoning commitments or approved plan in any manner permitted thereby or by law shall automatically constitute and be deemed to be a concurrent amendment, modification or termination (as the case may be) of such similar provision in these Subdivision Covenants, without the approval or consent of any other person or party whatsoever. All Common Areas within the Addition shall be subject to the terms and provisions governing the use, development and maintenance thereof. The "Common Areas" described or referred to in this plat shall be deemed to constitute "Common Area" as defined and referred to in the Declaration.

IN WITNESS WHEREOF, Prestwick Sales, Inc., by its duly authorized officers, have executed this instrument this 24th day of August, 1989.

PRESTWICK SALES, INC.

BY: Terry M. Hamilton
Terry M. Hamilton, President

ATTEST: Gerald Gowan
Gerald Gowan, Treasurer

STATE OF INDIANA)
COUNTY OF HENDRICKS) SS:

Appeared before me, the undersigned, a Notary Public in and for said County and State, PRESTWICK SALES, INC., by Terry M. Hamilton and Gerald Gowan, and acknowledged execution of the above and foregoing certificate, as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 24th day of August, 1989.

Signature Donna S. Shaner
Printed Donna S. Shaner
Notary Public residing in
Hendricks County, Indiana

My Commission Expires:

April 2, 1993

This instrument prepared by Eric Tauer,

18646

RESTRICTIVE COVENANTS

ROYAL TROON VILLAGE SECTION II

BOOK 120 PAGE 294

The undersigned, Prestwick Sales, Inc., owner of the real estate shown and described herein, being part of the land described, conveyed by quit-claim deed and recorded as Instrument #8553, Plat Book 236, and page 525 to 531, inclusively, in the Office of the Recorder of Hendricks County Indiana, on May 7, 1975, do hereby certify that we have laid off, platted and subdivided and do hereby lay off, plat and subdivide said real estate in accordance with the within plat.

Subdivision shall be known and designated as Royal Troon Village Section II, an Addition to Prestwick, a Planned Unit Development in Hendricks County, Indiana.

In order to afford adequate protection to all present and future owners of lots and dwelling units in this subdivision, the undersigned owner(s) hereby adopts and establishes the following protective covenants, each and all inuring to the benefit of each and every owner of any lot or lots and dwelling unit or units in said subdivision, their heirs and/or assigns, binding all the same, each grantor and their heirs and/or assigns.

1. All streets shown on this plat and not heretofore dedicated are hereby dedicated to the public. No parking of any motorized vehicles will be permitted on any streets within the development.

2. All lots in this subdivision shall be known, described and shall be used exclusively for residential purposes. No structure or building shall be erected, altered, placed or permitted to remain on any lot other than one (1) single-family dwelling, one (1) private, attached garage for single family residential purposes. No mini barns, gazebos, storage buildings or playhouses will be permitted.

3. No single-family dwelling, garage, outbuilding, swimming pool, tennis court or other recreational facility shall be erected, placed or altered without the prior written approval of the Building Control Committee to be established in accordance with paragraph 6 of these Subdivision Covenants. Such approval shall be obtained prior to commencement of construction and shall take into account restrictions as to the type of materials, exterior facade, design, layout, location, landscaping and finish grade elevations. Approvals will be considered upon the submission of two (2) complete sets of satisfactory plans, including a plot plan, building plans showing floor planning and areas with exterior elevations, specifications, landscape plan and such other data or information as may be reasonably requested, all subject to the following minimum standards.

ENTERED FOR RECORD

BOOK

120 DEC 29 1989

Thomas J. Mowbray
RECORDER HENDRICKS COUNTY

Mary Jane Russell
AUDITOR HENDRICKS COUNTY

28th Dec, 1989

4. Each dwelling unit shall have an attached two-car or larger garage and shall be provided with an off-street driveway of sufficient size to accommodate the parking of one additional vehicle.

5. The minimum size of any dwelling unit located upon said real estate, shall be 1700 square feet of "indoor living area" (as defined herein), exclusive of basement (whether finished or otherwise), porch and garage, in accordance with paragraph 11 of these Subdivision Covenants.

6. The Building Committee shall consist of three (3) members, appointed by Prestwick Sales, Inc., hereinafter referred to as the Development Company, its successors and assigns. The members of said committee shall be subject to removal at any time with or without written cause. Any vacancies which occur from time to time shall be filled by the Development Company, its successors or assigns. A majority of the said members shall constitute a quorum for an approval or disapproval of any plans submitted and the decision of the majority shall control without exception and their decision shall be final. The Committee shall determine whether the proposed structures, plans and specifications show conformity and harmony of external design with existing structures in the subdivision and in the Planned Unit Development known generally as Prestwick, and whether the building and property set-back lines comply with plat requirements. No charge shall be made to any purchaser of any lot for examination of plans or giving approval as provided. The Building Committee may allow reasonable variances or adjustments of the restrictions hereby established where literal application results in unnecessary hardship, but any such variance or adjustment shall be granted in conformity with the general intent and purposes of these restrictions and no variance or adjustment shall be granted which is materially detrimental or injurious to other lots in the Development. Neither the Building Committee nor any agent thereof, nor the Development Company, shall be responsible in any way for any defect in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

7. No trailer, motor home, boat, camper, motorcycle, truck, trailer or distressed auto or other vehicle not related to residential use shall be stored, temporarily or permanently, on any lot in this Addition outside of an enclosed garage, nor shall any tent, shack, barn or other outbuilding or temporary structure be used for temporary or permanent residence purposes or any other purpose on any lot in this Addition; provided, however, that this restriction shall not be applicable to temporary structures, trucks, equipment, storage yards and buildings, or trailers used by the Development Company in connection with construction of improvements on the real estate or offices used by the Developer in connection with the construction and sale of dwelling units, and the same shall be permitted until the date the initial construction of all dwelling units is completed, nor shall such restriction against dwelling unit additions preclude accessory residential structures such as attached gazebos, greenhouses, hot tub enclosures, glass or screened patios, and the same shall be permitted; provided further, however, such accessory residential structures must be located in rear yard and

may not be constructed unless the construction or improvement is approved by the Building Committee as per the Subdivision Covenants. None of the foregoing restrictions shall be interpreted or construed to preclude any buildings, structures or improvements at any time owned by the Development Company which are otherwise permitted hereunder.

8. There are strips of ground as shown on the within plat marked "Sewer Easements" or "SE", strips of ground marked "Drainage Easements" or "DE", strips of ground marked "Landscape Easements" or "LE", either separately or in any combination of the four. Such easements are reserved for the use of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc. Inc., as follows:

(A) "Sewer Easements", or "SE", are created for the use of the public utility companies or governmental agencies having responsibility for the maintenance, repair and upkeep of the sanitary sewer mains, and other facilities, and storm water sewers and other facilities, serving this Addition; for the installation, maintenance, repair and replacement of such facilities; in addition, so long as any such sewer facilities are private and are owned by the Development Company and/or private, semi private or public utility company shall have the right to the use and benefit of such "Sewer Easements" for such purposes;

(B) "Drainage Easements", or "DE", are created to provide paths and courses and a system for natural area and local storm drainage, either overland or in appropriate underground installations, to serve the needs of this and adjoining ground and the public drainage system; the owners of lots are and shall be required to keep the natural drainage free of obstruction, including both structures and plant material, so that the flow of water will be unimpeded;

(C) "Utility Easements", or "UE", are created for the use of all public utility companies, not including transportation companies, for the installation and maintenance of underground mains, ducts, drains, lines, pipes, wires and other utility installations for the purpose of finishing utility services. Such Utility Easements may also be used for all purposes for which Sewer Easements may be used hereunder.

(D) "Landscape Easements", or "LE", are created and reserved for the use and benefit of the Prestwick Community Services Assoc. Inc. for the installation, maintenance, repair and replacement of entry walls, screening material, pathways and landscaping; in addition to the "Landscape Easements" specifically marked on the within plat, Prestwick Community Services Assoc. Inc., may use any part of the Common Areas for such purposes, and all of the same shall constitute "Landscape Easements" in their entirety; and additional utility easements may be granted to utility companies in the future by the Development Company or other owners of the portions of the Addition to be affected thereby; provided, however, all internal utilities within this Addition shall be

located underground, except that transformers and other equipment customarily installed above ground by utility companies shall be permitted. In addition, the Development Company shall have, and are hereby granted, authority to grant to such public and private companies as they may approve, such easements as may be necessary or desirable to provide the lots and dwelling units in this Addition with facilities for utility services, including, but not limited to, cable television facilities and service; provided, however, that any such new easements must be located within or be co-extensive with any one or more of the easements shown on this plat, including the Landscape Easements and/or Common Areas. All of the foregoing easements, including utility easements now existing or hereafter granted, shall be deemed to include the necessary rights of ingress and egress in, along, across and through the same to permit the beneficial use and enjoyment thereof for their intended purposes. The owners of all lots in this Addition shall take and hold title to their lots subject to all of the foregoing rights and easements, to the rights of the public utility companies, governmental agencies, Development Company and the Prestwick Community Services Assoc., Inc., therein, and to the jurisdiction of the proper governmental authorization. No permanent or other structure, except entrance, driveways, walkways, landscaping and street signage otherwise permitted hereby, shall be erected or maintained on any of the foregoing easements, any other improvements erected and maintained thereon shall be at the risk of the party erecting and maintaining the same and subject to the rights and easements herein and hereby created or referred to.

9. No residence, dwelling house or any other structure shall be used for the purpose of carrying on a business, trade, profession or any other calling.

10. "Building Lines" (B.L.) are established as shown on this plat between which line and the front lot line no building shall be erected, placed, altered or permitted to remain. No structure or any part thereof shall be built or erected nearer than five (5) feet to any side yard line on either side or nearer than fifteen (15) feet to any rear lot line.

11. Improvements which do not constitute a part of the "indoor living area" of dwelling units shall be subject to the same limitation expressed in paragraph 10. The following are examples of areas or improvements which do not constitute "indoor living areas": porches (whether screened or open), solariums, glass walled structures, decks, garages (whether or not temperature controlled).

12. No fence, wall, hedge or scrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street, shall be placed or permitted to remain on any lot corner within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any lot within 10 feet from the intersection of a street line with the edge of a driveway pavement. No tree shall be permitted to remain

within such distances of such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. The maximum height to the top of the roof of any building shall not exceed thirty-five (35) feet, measured from finished grade at the base of such building.

14. No noxious or offensive activities shall be carried on or permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the owners of other lots. Any structure or building permitted to be constructed on any lot which may be in whole or in part destroyed by fire, windstorm or for any other reason shall be rebuilt and restored to its previous condition within a reasonable length of time. All debris shall be removed within a reasonable time after the occurrence.

15. The owner of each lot in the Development shall be entitled to the use and enjoyment of the Common Areas and Community Facilities of Prestwick Community Services Association, Inc., as defined in certain Declaration as supplemented from time to time, recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana, as a precedent to ownership of a lot, each owner hereby covenants and agrees to pay annual charges to the Prestwick Community Services Assoc. Inc. for the use and enjoyment of Common Areas and Community Facilities.

The amount of the annual charge shall be based on the cost of operation and maintenance of such facilities, exclusive of roadways, thereof for the year of such usage and based on the number of lots in the subdivision in proportion to the total of all living units in the Planned Unit Development known as Prestwick, plus all lots in the subdivision. The street lighting, storm drainage and sidewalks, street signs, entryway, landscaping, et al., within the subdivision, the cost of maintenance and operation of such facilities shall be shared equally by each lot owner in the subdivision. Contracts for the cost of operation and maintenance of such facilities including contracts with the public utilities covering operation and maintenance of street lighting will be entered into by the Prestwick Community Services Assoc., Inc. on behalf of the lot owners. Each lot owner covenants and agrees to pay to the Prestwick Community Services Assoc. Inc., his pro-rata share of the contract charges by the utility company, including operation and maintenance of aforesaid facilities.

16. No poultry or farm animals shall be kept on any lot. This restriction shall not prohibit a resident from keeping a usual pet animal or bird properly confined to his particular lot.

17. No fencing of any type will be permitted within the Subdivision except for inground pools. Fencing for pools must be a minimum of six (6) feet in height, constructed of material uniform to principal residence exterior and providing a solid visual screen. No chain link fencing will be permitted except for tennis court enclosures and all other fencing of any type will require Building Control Committee approval.

18. The within covenants, limitations and restrictions are to run with the land and shall be binding on all parties and persons claiming under them so long as they remain in effect in accordance with the terms hereof. The right to enforce the within provisions, restrictions and covenants by injunction, together with the right to cause the removal by the due process of law of any structure erected or maintained in violation thereof is hereby dedicated and reserved to the owners of the several lots in the Addition and in other Sections of Royal Troon Village (whether heretofore or hereafter recorded), their heirs and assigns, all of whom shall be entitled to such relief without being required to show any damage of any kind to any such owner or owners by or through any such violation or attempted violation. Such provisions shall be in full force and effect for a term commencing on the date this instrument is recorded and expiring on December 31, 2010, at which time said covenants shall be automatically extended for successive periods of ten (10) years each unless, by a vote of at least two-thirds majority of the then owners of the lots in the Addition and in other Sections of Royal Troon Village, it is agreed to change (or terminate) these covenants in whole or in part; provided, however, that no change or termination of said covenants shall affect any easement hereby created or granted unless all persons entitled to the beneficial use and enjoyment of such easement shall consent thereto. Invalidation of any of the covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect. Each amendment shall be evidenced by a written instrument signed and setting forth the facts sufficient to indicate compliance with this instrument and recorded in the Office of the Recorder of Hendricks County, Indiana. Each amendment is subject to the approval of the Hendricks County Planning Commission.

19. The Hendricks County Planning Commission of Hendricks County, Indiana, its successors and assigns, shall have no right, power or authority, to enforce the covenants, commitments, restrictions or other limitations contained in this plat other than those covenants, commitments, restrictions or limitations that expressly run in favor of the said Hendricks County Planning Commission; provided further, that nothing herein shall be construed to prevent the said Planning Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of this plat by the Hendricks County Planning Commission.

20. The real estate described in this plat is also subject to certain Declarations recorded on February 5, 1974, as Instrument #6410, in Book 68, pages 55-74, in the Office of the Recorder of Hendricks County, Indiana. If there is any irreconcilable conflict between any of the covenants and restrictions in this plat and any of the covenants and restrictions contained in said Declaration, the conflicting covenant or restriction contained in said Declaration, as the same hereafter be amended in accordance with the terms or as otherwise permitted by law, shall govern and control to the extent only of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to said real estate to the greatest extent

possible, provided, however, that in any case in which any provisions contained in said zoning commitments or approved plan in these plat restrictions, the amendment, modification or termination of such provision in said zoning commitments or approved plan in any manner permitted thereby or by law shall automatically constitute and be deemed to be a concurrent amendment, modification or termination (as the case may be) of such similar provision in these Subdivision Covenants, without the approval or consent of any other person or party whatsoever. All Common Areas within the Addition shall be subject to the terms and provisions governing the use, development and maintenance thereof. The "Common Areas" described or referred to in this plat shall be deemed to constitute "Common Area" as defined and referred to in the Declaration.

IN WITNESS WHEREOF, Prestwick Sales, Inc., by its duly authorized officer, have executed this instrument this 29th day of DECEMBER, 1987.

PRESTWICK SALES, INC.

BY: Terry M. Hamilton
Terry M. Hamilton, President

STATE OF INDIANA }
COUNTY OF HENDRICKS } SS:

Appeared before me, the undersigned, a Notary Public in and for said County and State, PRESTWICK SALES, INC., by Terry M. Hamilton and Gerald Gowan, and acknowledged execution of the above and foregoing certificate, as their voluntary act and deed for the uses and purposes therein expressed.

Witness my hand and Notarial Seal this 29 day of December, 1987.

Signature

Printed

Jay Specter
Notary Public residing in
Hendricks County, Indiana

My Commission Expires:

4-29-93

This instrument prepared by Erte Tauer.

21865

CERTIFICATION OF CORRECTION OF PLAT
FOR
ROYAL TROON VILLAGE, SECTION II

The undersigned, a Registered Land Surveyor in the State of Indiana, hereby certifies that he has reviewed the plat of Royal Troon Village, Section Two, in Washington Township, Hendricks County, Indiana; which Plat was recorded in Plat Cabinet 1, Page 2, Slide 54 in the office of the Hendricks County Recorder as Instrument Number 8645, and that a Scrivener's error exists on the Plat drawing as recorded.

The Scrivener's error occurs in the bearing of the Lot line between Lots 38 and 39 on the drawing, being shown incorrectly as North 19 degrees 25 minutes 48 seconds East.

The correct bearing is North 19 Degrees 52 MINUTES 48 Seconds East and should be cross referenced as such on the Plat.

So certified this 30th day of OCTOBER, 19 94.



D.F. Butterworth
D. F. Butterworth
R.L.S. 10461, Indiana

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED
FOR RECORDING

DATE: 11-7-94 *Walter A. Rooder III*
HENDRICKS COUNTY ENGINEER

FILED

NOV 09 1994

Mary Jane Russell
AUDITOR HENDRICKS COUNTY

ENTERED FOR RECORD

NOV 9 1994 9:50 AM
Jay Bessy
HENDRICKS COUNTY RECORDER

This instrument prepared by:

D. F. Butterworth
180 North SR 267 #240
Plainfield, Indiana 46168
(317)272-5508

BOOK 144 PAGE 341

4565

BOOK 321 PAGE 131

CERTIFICATION OF CORRECTION OF LEGAL DESCRIPTION
FOR ROYAL TROON VILLAGE, SECTION II

The undersigned, a Registered Land Surveyor in the state of Indiana, hereby certifies that he has reviewed the plat of Royal Troon Village, Section Two in Washington Township, Hendricks County, Indiana, which plat was recorded in Book PC 1, page 2, slide 54, as Instrument Number 8545, in the office of the Hendricks County Recorder, and that a Scrivener's error exists in the first and seventh lines of the written legal description on said plat as recorded. The Scrivener's error in the first line being written "Part of the Southwest Quarter of Section 9, Township 15 North, Range 1 East....", when in fact the plat actually lies in both the Southwest and Southeast Quarters of said Section 9; and the Scrivener's error in the seventh line being written "...of County Road 625 East,....", when in fact the County Road referred to should have been County Road 525 East.

The description should therefore read as follows, to wit:

"PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 9, TOWNSHIP 15 NORTH, RANGE 1 EAST, IN WASHINGTON TOWNSHIP, HENDRICKS COUNTY, INDIANA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 9, THENCE SOUTH 00-09-17 WEST ON THE EAST LINE OF SAID HALF QUARTER, 570.89 FEET; THENCE SOUTH 85-11-47 EAST, 50.17 FEET TO THE EAST RIGHT-OF-WAY LINE OF COUNTY ROAD 525 EAST; THENCE ALONG...."

The balance of the written description is as platted.

So certified this 14th day of MAY, 1990.

*72 9610 May 5, 1994
SBE P. 403
Joy Brandy - RHC 215*



D.F. Butterworth
D. F. Butterworth
R.L.S. 10461, Indiana

This instrument prepared by:
D.F. Butterworth
3206 Avon Road, #240
Plainfield, IN 46168
(317) 272-5508

ENTERED FOR RECORD

302 MAY 17 1990

Commissioner

Duly Entered for Taxation this 17
day of May 19 1990

Mary Jane Russell

Auditor Hendricks County

18644
AFFIDAVIT

BOOK 130 PAGE 293

Terry Hamilton, being first duly sworn upon his oath deposes and states:

1. That he is the President of Prestwick Sales, Inc., who is generally regarded as the Owner and Developer of Prestwick, Washington Township, Hendricks County, Indiana.
2. That the Hendricks County Plan Commission has previously approved plats for portions of the Prestwick Development, which plats are known as Royal Troon, Section 2 and Thornhill Woods.
3. That the owners of Royal Troon - Section 2 and Thornhill Woods shall record such plats, however Prestwick Sales, Inc., its agents or successors, shall not seek nor receive building permits or transfer any lot within said approved plate until all contingencies of the commission approval have been met, completed, or a bond for such has been posted with the Hendricks County Commissioners.

ENTERED FOR RECORD

BOOK 130 PAGE 293
DEC 29 1989

PRESTWICK SALES, INC.

Thomas D. Maxwell
Notary Public

Terry Hamilton
Terry Hamilton, President

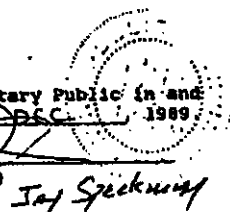
STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 11 day of DEC, 1989

My commission expires: 4-29-93

Notary Public

Resident of Hendricks County.



This instrument was prepared by:
Lee T. Comer
Attorney-at-Law
P.O. Box 207
Danville, IN 46122
(317) 745-4300

CONDITION OF AFFIDAVIT:

All improvements to be installed or bond provided by January 1992.

Mary Jane Russell
AUDITOR HENDRICKS COUNTY

28th Dec, 1989

ATTEST: *David S. Gilman*
Planner

ENTERED FOR RECORD

BOOK

3/1. OCT 31 1990 140-47 12498

Conrad M. Maglaw

Cross-Reference

BOOK 11 PAGE 141

(Grantor must complete the applicable one of the two following paragraphs.)

1. This easement encumbers real estate in the subdivision that is called ROYAL TROOP, the plat of which is recorded as Instrument No. 12498 in BOOK 11 Record SLIDE 57 at page 2, in the office of the Recorder of HENDRICKS County, Indiana.

2. ~~This easement encumbers real estate that does not lie within a subdivision. The deed by which the encumbered real estate was most recently transferred is recorded as Instrument No. in Record, at page , in the office of the Recorder of County, Indiana.~~

GRANT OF EASEMENTS

THIS INDENTURE WITNESSES that for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, AXION, INC., an Indiana corporation ("Grantor"), for itself, its grantees, successors, and assigns, hereby grants, bargains, sells, conveys, and warrants unto INDIANAPOLIS WATER COMPANY, an Indiana corporation ("Grantee"), its grantees, successors, and assigns, perpetual easements with the right, privilege, and authority in Grantee, its grantees, successors, and assigns, to erect, construct, install, reconstruct, renew, operate, maintain, patrol, replace, and repair water lines and their necessary appurtenances in, under, upon, over, and across the two (2) parcels of real estate located in Hendricks County, Indiana, that are described in attached Exhibit A and are depicted on attached Exhibit B and Exhibit C (said Exhibits B and C being prints of Grantee's Drawings Nos. D-7196-A and D-7196-B, respectively), which real estate is hereinafter signified by the term "the Real

Estate." Said Exhibits A, B, and C are incorporated in, and made parts of, this instrument by this reference, and the preceding references, thereto, and are hereinafter referred to as "the Exhibits."

If the water lines are initially installed by the Grantee, in good faith, in locations other than the locations that are described and depicted in the Exhibits, then, and in that event, the easements that are defined in this instrument shall be conclusively deemed to affect only the strips of land that are centered on the water lines as initially installed and that have a width corresponding to the width of the strips of land that are described and depicted in the Exhibits. In such an event as the event that is described in the immediately preceding sentence, the Grantor and the Grantee shall join in the execution and acceptance of an appropriate substitutionary easement instrument if either the Grantor or the Grantee shall deliver to the other a written request for such a substitutionary easement instrument.

Said easements also include the rights and privileges (1) of ingress and egress for the employees, agents, and representatives of Grantee, its grantees, successors, and assigns, to, from, and over the Real Estate, (2) to use, temporarily, additional space where available and necessary from time to time adjacent to the Real Estate for equipment and materials necessary for repairs and maintenance of Grantee's facilities located in, under, upon, over, and across the Real Estate, (3) to do all acts and things requisite and necessary for the full enjoyment of the easements hereby granted, and (4) for

nearby property owners, their grantees, successors, agents, or employees, to connect the premises of such nearby property owners by water service pipes to the water lines installed by Grantee in the Real Estate, provided such nearby property owners, their grantees, successors, agents, or employees, restore the portions of the Real Estate disturbed by their work to a condition that is as near the condition that existed at the time the portions were disturbed by them as is practicable.

Grantee covenants that in the installation, maintenance, or operation of its water lines and appurtenances in, under, upon, over, and across the Real Estate, it will restore the portions of the Real Estate disturbed by its work to a condition that is as near the condition that existed at the time the portions were disturbed by it as is practicable, but it shall have no duty to restore an area of the Real Estate disturbed by nearby property owners, their grantees, successors, agents, or employees, in connecting the premises of the nearby property owners by water service pipes to the water lines installed in the Real Estate, and Grantee shall not be liable for any damages caused to Grantor's property as a result of such work.

Grantor reserves the right to use the Real Estate for any purpose which is not inconsistent with or will not interfere with the rights and privileges granted to Grantee by these easements. Grantor herein covenants for itself, its grantees, successors, and assigns, that none of them will erect or maintain any building or other structure or obstruction on or over the Real Estate. The immediately preceding sentence prohibits (among the other prohibitions effected by it) the erecting or

maintaining on the Real Estate of any earthen mound or series or system of earthen mounds.


Each person who is executing this Grant of Easements on behalf of Grantor represents and certifies that he or she is a duly elected and serving officer of Grantor and has been fully empowered to execute and deliver this Grant of Easements to Grantee; that Grantor has full corporate capacity to convey the easements granted herein; that all necessary corporate action for the making of this conveyance and the execution of this Grant of Easements has been taken; that the Real Estate is free from any and all liens or encumbrances except current taxes and those appearing of public record; and that, subject to the foregoing, Grantor guarantees the quiet possession of the Real Estate and will warrant and defend Grantee's title to the easements granted herein against all lawful claims.

IN WITNESS WHEREOF, Grantor has caused this Grant of Easements to be executed this 27th day of August, 1990.

AXIOM, INC.

ATTEST:

Printed James H. Davis
Title _____

By 
Printed S.F. Green, Trust
Title Trustee

STATE OF INDIANA)
COUNTY OF Hendricks) SS:

BOOK 311 PAGE 644

Before me the undersigned, a Notary Public in and for the State of Indiana, personally appeared G.F. Gowan and Treasurer, to me known and to me known to be the Treasurer and the Treasurer, respectively, of Axiom, Inc., an Indiana corporation, who acknowledged their execution of the foregoing instrument for and on behalf of said corporation.

Witness my hand and Notarial Seal this 27th day of August, 1990.

I am a resident of Hendricks County, Indiana, and my commission expires: April 2, 1993.



Donna S. Shaner
Printed: Donna S. Shaner
(Notary Public)

This instrument was prepared by Karl P. Haas.

EASEMENT

BOOK 311 PAGE 645

TO: Indianapolis Water Company

FROM: Axton, Inc.

FOR: Installation and Maintenance of Water Lines in Royal Troon Village Section II, Prestwick P.U.D., Hendricks County

LEGAL DESCRIPTION:

Part of the Southwest and Southeast Quarters of Section 9, Township 15 North, Range 1 East in Washington Township, Hendricks County, Indiana; more particularly described as follows:

A ten (10) foot wide strip of ground, lying contiguous to and entirely across the street frontage of Lots 34, 35, 36, 37, 68 and 69 in Royal Troon Village, Section II, a subdivision of Hendricks County, Indiana, the plat of said subdivision being recorded in Book PC 1, Page 2, Slide 54 in the Office of the Hendricks County Recorder. Containing in all, 0.12 acres, more or less, and subject to all legal easements and rights-of-way.

All as shown on the attached prints of Indianapolis Water Company Drawing Numbers D-7196-A and 7196-B.

EXHIBIT A



HATCHED AREA
INDICATES EASEMENT

Grantor: Axiom, Inc. (An Indiana Corp.)
5201 E. U.S. 36
150 Prestwick at the Crossing
Danville, IN 46122

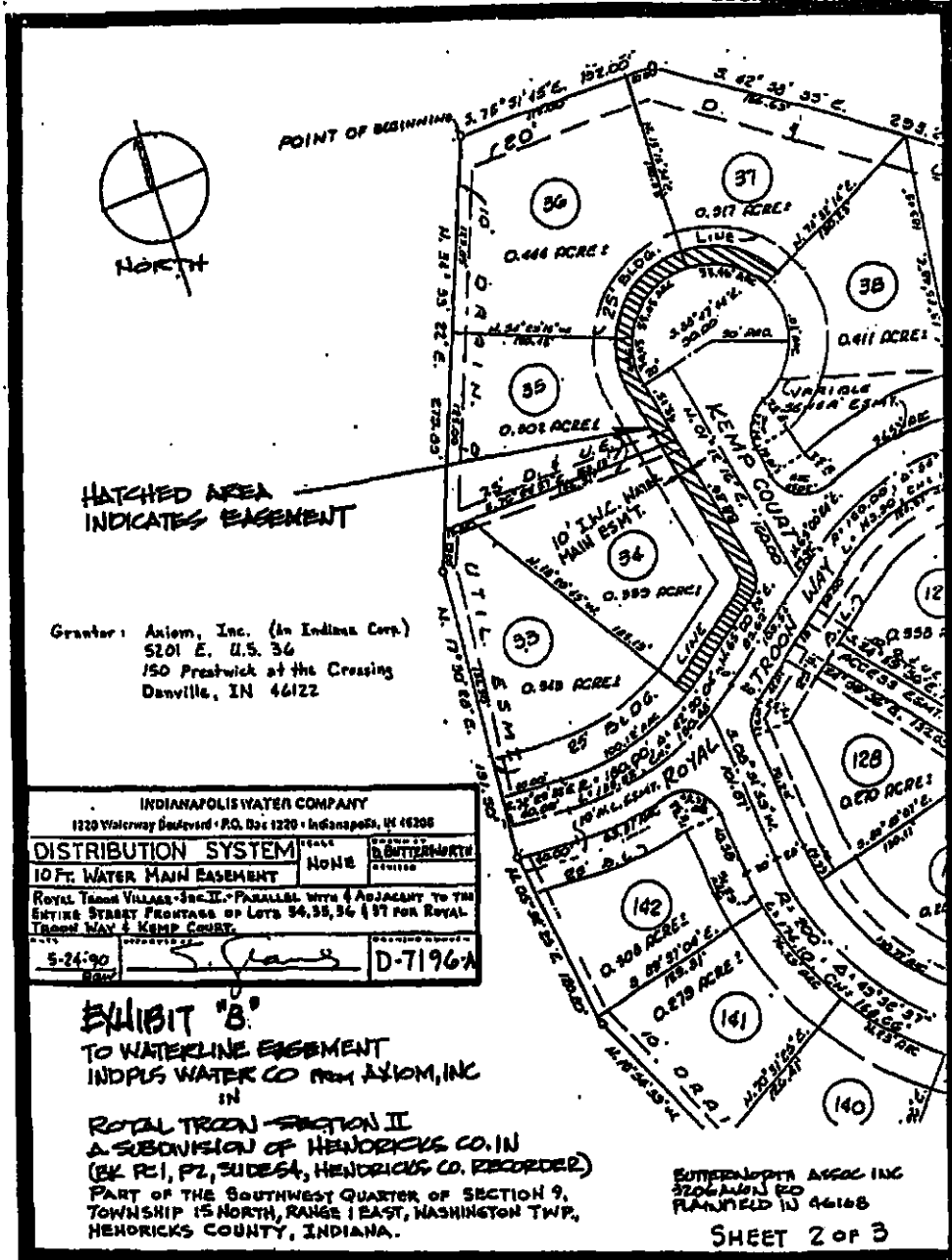
INDIANAPOLIS WATER COMPANY 1220 Waterway Boulevard • P.O. Box 1220 • Indianapolis, IN 46208	
DISTRIBUTION SYSTEM	NONE
10 FT. WATER MAIN EASEMENT	NONE
ROYAL TRON VILLAGES - SEC. II - PARALLEL WITH & ADJACENT TO THE ENTIRE STREET FRONTAGE OF LOTS 34, 35, 36 & 37 FOR ROYAL TRON WAY & KEMP COURT.	
5-24-90	D-7196A

EXHIBIT "B"
TO WATERLINE EASEMENT
INDPLUS WATER CO FROM AXIOM, INC
IN

ROYAL TRON - SECTION II
A SUBDIVISION OF HENRICKS CO. IN
(BK R1, P2, SUEDEA, HENRICKS CO. RECORDER)
PART OF THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 15 NORTH, RANGE 1 EAST, WASHINGTON TWP,
HENRICKS COUNTY, INDIANA.

ENTERED BY ASAC INC
3206 ALLEN RD
PLANNED IN 46168

SHEET 2 OF 3





HATCHED AREA
INDICATES EASEMENT

Grantor: Axiom, Inc. (An Indiana Corp.)
5201 E. U.S. 36
150 Freatwick at the Crossing
Danville, IN 46122

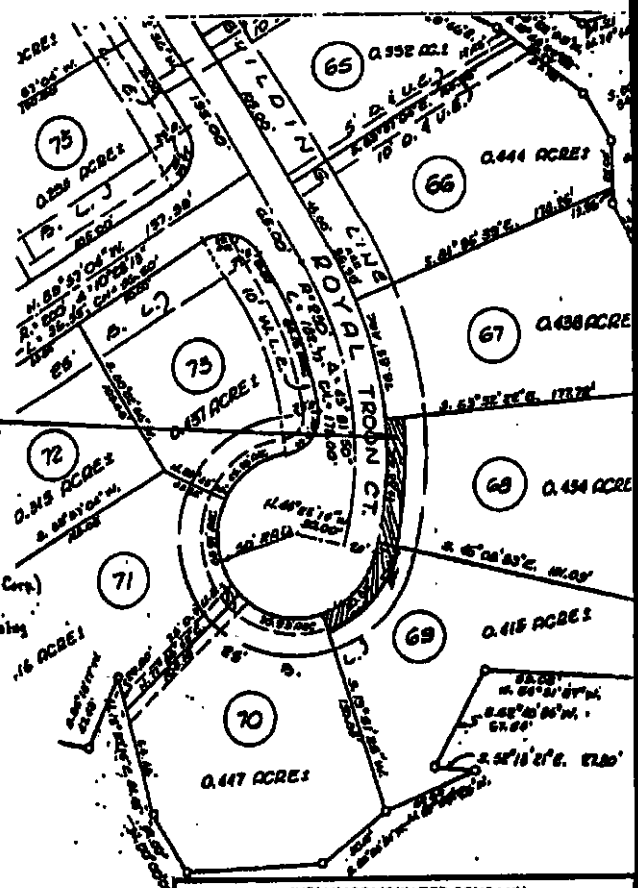


EXHIBIT "C"
TO WATERLINE EASEMENT
INDPOLIS WATER CO FROM AXIOM, INC

IN
ROYAL TRON - SECTION II
A SUBDIVISION OF HENDRICKS CO, IN.
(BK PC 1, P 2, SLIDE 54, HENDRICKS CO RECORDER)
PART OF THE SOUTHWEST QUARTER OF SECTION 9,
TOWNSHIP 15 NORTH, RANGE 1 EAST, WASHINGTON TWP,
HENDRICKS COUNTY, INDIANA.

INDIANAPOLIS WATER COMPANY 1220 Waterway Boulevard • P.O. Box 1220 • Indianapolis, IN 46205	
DISTRIBUTION SYSTEM	NONE
10 Ft. WATER MAIN EASEMENT	NONE
ROYAL TRON CT. EAST OF, PARALLEL & ADJACENT TO THE EAST R/W LINE OF SAID COURT ALSO BEING THE WEST E. OF LOTS 68 & 69. A 10' WIDE STRIP OF LAND EXTENDS ACROSS ENTIRE W. E. OF SAID LOTS	
DATE 5-24-90	DEED NO. D-7196B

BUTTERWORTH Assoc. INC
3206 AVON RD.
PLAINFIELD, IN. 46168
SHEET 3 OF 3.