

10

AMENDED AND RESTATED
PLAT COVENANTS AND RESTRICTIONS

SPEEDWAY WOODS

SECTION 4

The undersigned, Western America Real Estate, Inc., an Indiana corporation (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Speedway Woods, Section 4, which is filed of record 95-0101565, in the office of the Recorder of Marion County, Indiana (together, the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Speedway Woods." In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Speedway Woods, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Speedway Woods Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

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

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area." Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

3. DRAINAGE UTILITY AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Drainage Utility and Sewer Easements." The Drainage Utility and Sewer Easements are hereby created and reserved (a) for the use of Developer, all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to sanitary sewers, storm sewers and cable television services; and (b) for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property, (ii) the use of the Association and the Departments of Public Works and/or Capital Asset Management of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system and for access to and maintenance, repair and replacement of the sanitary sewer system. The owner of any Lot in the Subdivision subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works or the Department of Capital Asset Management and prior written approval of the Developer. The delineation of the Drainage Utility and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as provided above, no structures or improvements (except walkways and driveways), including without limitation decks, patios or landscaping of any kind, shall be erected or maintained upon said easements.

4. LANDSCAPE AND MOUNDING EASEMENTS. There are areas of ground on the Plat marked "Landscape and Mounding Easement." Developer hereby declares, creates and reserves the Landscape and Mounding Easements for the preservation of the mounds, the trees, bushes, shrubbery and other vegetation in such areas. No improvements (including, without limitation, decks, walkways, patios and fences except those fences constructed by the Developer which are explicitly permitted) shall be erected or maintained within or upon such Landscape and Mounding Easements without the prior written permission of the Architectural Review Committee. No living trees, bushes, shrubbery or other vegetation shall be removed from the Landscape and Mounding Easement except (a) by public utility companies, governmental agencies, Developer, the Department of Public Works of the City of Indianapolis, the

Department of Capital Asset Management or the Association in connection with such entity's use of the Drainage Utility and Sewer Easements as herein permitted; or (b) by Developer (or any entity related to Developer) in connection with the development of the Real Estate.

5. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth from the minimum as designated on the Plat. The minimum front setback shall be consistent with the development standards of the applicable zoning classification unless such setback has been modified by a grant of variance. The minimum rear yard setback shall be twenty (20) feet from the rear property lines to the living area. Except as otherwise shown on the Plat, the minimum front Lot width at the designated setback shall be at least fifty (50) feet at the designated setback. Except as otherwise shown on the Plat, the minimum Lot area shall be 5000 square feet. In addition, no building shall be erected or maintained closer to any side Lot line of any Lot than four (4) feet.

6. DWELLING UNIT SIZE AND OTHER REQUIREMENTS. No dwelling constructed on a Lot shall have less than one thousand (1,000) square feet of floor area, exclusive of garages, carports and open porches. The minimum main (first floor) floor area of any building higher than one story shall be six hundred sixty (660) square feet. Each dwelling shall include at a minimum an attached one-car enclosed garage. The portion of the total area of any Lot that is covered by the residential dwelling (including any attached residential accessory building) shall not exceed thirty-five percent (35%). The maximum height of any residential dwelling constructed on a Lot shall be thirty-five (35) feet. The maximum height of any attached residential accessory building shall be twenty (20) feet.

7. LOT USE. All Lots in the Subdivision shall be used solely for residential purposes. No business building shall be erected on any Lot. No structure shall be erected, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed two stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a dwelling shall be of a permanent type of construction and shall conform to the general architecture and appearance of such dwelling and shall be approved prior to construction by the Architectural Review Committee.

8. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during development of the Subdivision or the construction of a residential building on the property, which temporary construction structures shall be promptly removed upon completion of construction of the Subdivision or building, as the case may be. No attached storage sheds shall be added to any residential unit unless said storage shed is of an architectural design compatible with the residential unit and has been approved by the Architectural Review Committee of the Association.

9. TEMPORARY STRUCTURES. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, garage or outbuilding may be used at any time as a dwelling, temporary or permanent; nor may any structure of a temporary character be used as a dwelling.

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

11. VEHICLE PARKING. No camper, motor home, truck, trailer, boat or recreational vehicle of any kind may be stored on any street or on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view. No commercial vehicles over three-quarter (3/4) ton or trucks with business signs or logos shall be parked in the Subdivision except inside a garage.

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

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

14. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, Lot by Lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as

a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

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

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

17. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

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

19. ANTENNA AND SATELLITE DISHES. No outside antennas or satellite dishes except those approved as to size, design and location by the Architectural Review Committee.

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

21. FENCING.

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

(b) In addition to the restrictions in the preceding subparagraph (a) all lots abutting Vermont Street are subject to the following restrictions: (i) fences shall not be higher than forty-two (42) inches and (ii) no fence shall extend into any Landscape and Mounding Easements.

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

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

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

25. SITE OBSTRUCTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

26. SIDE DRAINAGE UTILITY AND SEWER EASEMENTS. A Drainage Utility and Sewer Easements are reserved on side lot lines as shown on Plat.

27. FRONT DRAINAGE UTILITY AND SEWER EASEMENTS. A strip of ground twenty (20) feet wide is reserved for Drainage Utility and Sewer Easements along the front of all lots unless otherwise noted.

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

29. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the Subdivision Control Ordinance, 58-AO-13, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

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

31. TERM. The foregoing Plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2014, and thereafter they shall continue

Land Description
Speedway Woods Section 4

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 36 minutes 15 seconds West along the North line of said Northeast Quarter 2543.81 feet to a point being the Northwest corner of a tract of land conveyed to the City of Indianapolis in a deed recorded as Instrument No. 65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following three (3) courses: (1) South 01 degrees 23 minutes 00 seconds East 38.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 63.02 feet to the POINT OF BEGINNING of this description, said point also being the Northeast corner of Lot 61 in Speedway Woods, Section 1, as per plat thereof recorded as Instrument #94-0127600 in the Office of the Recorder of Marion County, Indiana; thence southerly along the eastern boundary of said plat by the following seven (7) courses: 1) South 10 degrees 34 minutes 50 seconds East 299.15 feet; 2) South 79 degrees 25 minutes 10 seconds West 70.00 feet; 3) South 10 degrees 34 minutes 50 seconds East 50.68 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 79 degrees 25 minutes 10 seconds West 175.00 feet from said point; 4) thence southerly along said curve 56.43 feet to the point of tangency of said curve, the radius point of said curve being North 82 degrees 06 minutes 18 seconds West 175.00 feet from said point; 5) South 07 degrees 53 minutes 42 seconds West 102.25 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 82 degrees 06 minutes 18 seconds East 175.00 feet from said point; 6) southerly along said curve 184.71 feet to the point of tangency of said curve, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 175.00 feet from said point; 7) South 52 degrees 34 minutes 50 seconds East 95.96 feet to a point on a northeastern boundary of Speedway Woods, Section 2, as per plat thereof recorded as Instrument #94-0127603 in the Office of the Recorder of Marion County, Indiana; thence southeasterly along said plat boundary by the following seven (7) courses: 1) continuing South 52 degrees 34 minutes 50 seconds East 43.03 feet to a point of curvature of a curve concave Northeasterly, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 200.00 feet from said point; 2) thence Southeasterly along said curve 49.47 feet to the point of tangency of said curve; the radius point of said curve being North 23 degrees 14 minutes 55 seconds East 200.00 feet from said point; 3) South 66 degrees 45 minutes 05 seconds East 60.02 feet to a point on a curve concave southeasterly, the radius point of said curve being South 61

EXHIBIT "A"

Land Description
Speedway Woods Section 4
Page 2

degrees 00 minutes 44 seconds East 250.00 feet from said point;
4) thence northeasterly along said curve 25.33 feet to a point
on said curve, the radius point of said curve being South 55
degrees 12 minutes 26 seconds East 250.00 feet from said point;
5) South 55 degrees 12 minutes 26 seconds East 50.00 feet; 6)
South 29 degrees 24 minutes 53 seconds East 135.16 feet; 7)
South 54 degrees 13 minutes 39 seconds West 75.00 feet; 8)
South 35 degrees 07 minutes 37 seconds East 355.00 feet; thence
North 62 degrees 50 minutes 18 seconds East 205.06 feet; thence
North 87 degrees 56 minutes 00 seconds East 120.00 feet; thence
North 20 degrees 53 minutes 28 seconds West 415.46 feet; thence
North 16 degrees 55 minutes 10 seconds East 50.00 feet; thence
North 73 degrees 04 minutes 50 seconds West 38.80 feet; thence
North 28 degrees 35 minutes 00 seconds West 428.67 feet; thence
North 16 degrees 04 minutes 00 seconds West 261.05 feet to a
point on the southern boundary of the aforesaid tract of land
conveyed to the City of Indianapolis; thence North 16 degrees
04 minutes 00 seconds West along said southern boundary 77.00
feet; thence North 86 degrees 20 minutes 00 seconds West along
said southern boundary 355.78 feet to the place of beginning,
containing 12.133 acres, more or less.

JOHN P. VON ARX
MARION COUNTY RECORDER

1628A
6/16/95

011883 AUG 17 95

PLAT COVENANTS AND RESTRICTIONS

DEVELOPER'S DECLARATION
SUBJECT TO RECORD ACCEPTANCE
FOR TRANSFER

SPEEDWAY WOODS

10

SECTION 4

The undersigned, Western America Real Estate, Inc., an Indiana corporation (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Speedway Woods, Section 4, which is filed of record ~~95-0101565~~ in the office of the Recorder of Marion County, Indiana (together, the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Speedway Woods." In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Speedway Woods, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Speedway Woods Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

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

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2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area." Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

3. DRAINAGE UTILITY AND SEWER EASEMENTS. There are areas of ground on the Plat marked "Drainage Utility and Sewer Easements." The Drainage Utility and Sewer Easements are hereby created and reserved (a) for the use of Developer, all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to sanitary sewers, storm sewers and cable television services; and (b) for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property, (ii) the use of the Association and the Departments of Public Works and/or Capital Asset Management of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system and for access to and maintenance, repair and replacement of the sanitary sewer system. The owner of any Lot in the Subdivision subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on the Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works or the Department of Capital Asset Management and prior written approval of the Developer. The delineation of the Drainage Utility and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as provided above, no structures or improvements (except walkways and driveways), including without limitation decks, patios or landscaping of any kind, shall be erected or maintained upon said easements.

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

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

25. SITE OBSTRUCTION. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply to any Lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

26. SIDE DRAINAGE UTILITY AND SEWER EASEMENTS. A Drainage Utility and Sewer Easements are reserved on side lot lines as shown on Plat.

27. FRONT DRAINAGE UTILITY AND SEWER EASEMENTS. A strip of ground twenty (20) feet wide is reserved for Drainage Utility and Sewer Easements along the front of all lots unless otherwise noted.

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

29. METROPOLITAN DEVELOPMENT COMMISSION. The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Metropolitan Development Commission; provided that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the Subdivision Control Ordinance, 58-AO-13, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

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

31. TERM. The foregoing Plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entitles from time to time having any right, title or interest in the Real Estate and on all persons or entitles claiming under them, until December 31, 2014, and thereafter they shall continue

automatically in effect unless terminated by vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

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

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 4th day of AUGUST, 1995.

WESTERN AMERICA REAL ESTATE, INC.

By *Robert A. Borns*
Robert A. Borns, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who as President of said corporation, acknowledged the execution of this instrument on behalf of such corporation.

Witness my signature and Notarial Seal this 4th day of AUGUST, 1995.

C. Willis Adams, III
Notary Public
Printed C. WILLIS ADAMS, III

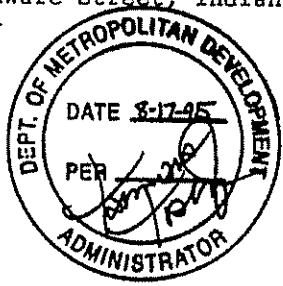
My Commission Expires:
8/29/98

I am a resident of
MARION County, Indiana.

JK This instrument prepared by James W. Beatty, Attorney at Law, 1150 Market Square Center, 151 N. Delaware Street, Indianapolis, IN 46204-2518, (317) 236-1040.

WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED

Date: Aug. 17, 1995
By: *Mark S. Hill-Butler*
CHARLES R. SPEARS
ASSESSOR



Land Description

Speedway Woods Section 4

PART OF THE N.E. 1/4 SECTION 1 TOWNSHIP 13 NORTH RANGE 2 EAST
MARION COUNTY INDIANA

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 36 minutes 15 seconds West along the North line of said Northeast Quarter 2543.81 feet to a point being the Northwest corner of a tract of land conveyed to the City of Indianapolis in a deed recorded as Instrument No. 65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following three (3) courses: (1) South 01 degrees 23 minutes 00 seconds East 38.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 63.02 feet to the POINT OF BEGINNING of this description, said point also being the Northeast corner of Lot 61 in Speedway Woods, Section 1, as per plat thereof recorded as Instrument #94-0127600 in the Office of the Recorder of Marion County, Indiana; thence southerly along the eastern boundary of said plat by the following seven (7) courses: 1) South 10 degrees 34 minutes 50 seconds East 299.15 feet; 2) South 79 degrees 25 minutes 10 seconds West 70.00 feet; 3) South 10 degrees 34 minutes 50 seconds East 50.68 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 79 degrees 25 minutes 10 seconds West 175.00 feet from said point; 4) thence southerly along said curve 56.43 feet to the point of tangency of said curve, the radius point of said curve being North 82 degrees 06 minutes 18 seconds West 175.00 feet from said point; 5) South 07 degrees 53 minutes 42 seconds West 102.25 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 82 degrees 06 minutes 18 seconds East 175.00 feet from said point; 6) southerly along said curve 184.71 feet to the point of tangency of said curve, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 175.00 feet from said point; 7) South 52 degrees 34 minutes 50 seconds East 95.96 feet to a point on a northeastern boundary of Speedway Woods, Section 2, as per plat thereof recorded as Instrument #94-0127603 in the Office of the Recorder of Marion County, Indiana; thence southeasterly along said plat boundary by the following seven (7) courses: 1) continuing South 52 degrees 34 minutes 50 seconds East 43.03 feet to a point of curvature of a curve concave Northeasterly, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 200.00 feet from said point; 2) thence Southeasterly along said curve 49.47 feet to the point of tangency of said curve; the radius point of said curve being North 23 degrees 14 minutes 55 seconds East 200.00 feet from said point; 3) South 66 degrees 45 minutes 05 seconds East 60.02 feet to a point on a curve concave southeasterly, the radius point of said curve being South 61 degrees 00 minutes 44 seconds East 250.00 feet from said point; 4) thence northeasterly along said curve 25.33 feet to a point on said curve, the radius point of said curve being South 55 degrees 12 minutes 26 seconds East 250.00 feet from said point;

EXHIBIT "A"

Land Description
Speedway Woods Section 4
Page 2

5) South 55 degrees 12 minutes 26 seconds East 50.00 feet; 6)
South 29 degrees 24 minutes 53 seconds East 135.16 feet; 7)
South 54 degrees 13 minutes 39 seconds West 75.00 feet; 8)
South 35 degrees 07 minutes 37 seconds East 355.00 feet; thence
North 62 degrees 50 minutes 18 seconds East 205.06 feet; thence
North 87 degrees 56 minutes 00 seconds East 120.00 feet; thence
North 20 degrees 53 minutes 28 seconds West 415.46 feet; thence
North 16 degrees 55 minutes 10 seconds East 50.00 feet; thence
North 73 degrees 04 minutes 50 seconds West 38.80 feet; thence
North 28 degrees 35 minutes 00 seconds West 428.67 feet; thence
North 16 degrees 04 minutes 00 seconds West 261.05 feet to a
point on the southern boundary of the aforesaid tract of land
conveyed to the City of Indianapolis; thence North 16 degrees
04 minutes 00 seconds West along said southern boundary 77.00
feet; thence North 86 degrees 20 minutes 00 seconds West along
said southern boundary 355.78 feet to the place of beginning,
containing 12.133 acres, more or less.

(21)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

SPEEDWAY WOODS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this 20th day of August, 1994 by Western America Real Estate, Inc., an Indiana corporation (the "Developer").

Recitals

1. Developer is the owner of the real estate which is described in Exhibit "A" attached hereto and made a part hereof (the "Speedway Woods Real Estate" or the "Initial Real Estate").

2. Developer intends to subdivide the Speedway Woods Real Estate into residential lots.

3. Before so subdividing the Speedway Woods Real Estate, Developer desires to subject the Speedway Woods Real Estate to certain rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Speedway Woods Real Estate for the benefit of each owner of any part thereof.

4. Developer further desires to create an organization to which shall be delegated and assigned the powers of maintaining and administering the common areas and certain other areas of the Speedway Woods Real Estate and of administering and enforcing the covenants and restrictions contained in this Declaration and the Plat Covenants and Restrictions for Speedway Woods Real Estate as hereafter recorded in the office of the Recorder of Marion County, Indiana and of collecting and disbursing the assessments and charges as herein provided.

5. Developer may from time to time subject additional real estate located within the tract adjacent to the Initial Real Estate to the provisions of this Declaration (the Initial Real Estate, together with any such addition, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate").

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

ARTICLE I

DEFINITIONS

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

1.1 "Association" means Speedway Woods Community Association, Inc., an Indiana not for profit corporation, which developer has caused or will cause to be incorporated, and its successors and assigns.

1.2 "Architectural Review Committee" means the architectural review committee established pursuant to Article VI, paragraph 6.1, of this Declaration.

1.3 "Common Areas" means (i) all portions of the Speedway Woods Real Estate (including improvements thereto) shown on any Plat of a part of the Speedway Woods Real Estate which are not located on Lots and which are not dedicated to the public and (ii) all facilities, structures, buildings, improvements and personal property owned or leased by the Association from time to time and (iii) those Landscape and Mounding Easements described in Article I, Paragraph 1.8 of this Declaration and designated Landscape and Mounding Easement or L.M.E. on the Plats. Common areas may be located within a public right-of-way or in an easement area as shown on the plat.

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

1.5 "Developer" means Western America Real Estate, Inc., an Indiana corporation, and any successors and assigns whom it designates in one or more written recorded instruments to have the rights of Developer hereunder.

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

1.7 "Drainage Utility and Sewer Easement" means those areas so designated or designated D.U. & S.E. on a Plat of any part of the Speedway Woods Real Estate. The Drainage Utility and Sewer Easements are hereby created and reserved (a) for the use of Developer, all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including but not limited to sanitary sewers, storm sewers and cable television services; and (b) for (i) the use of Developer during the Development Period for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property, (ii) the use of the Association and the Departments of Public Works and/or Capital Asset Management of the City of Indianapolis for access to and maintenance, repair and replacement of such drainage system and for access to and maintenance, repair and replacement of the sanitary sewer system. The owner of any Lot

subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on the lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works or Department of Capital Asset Management of the City of Indianapolis and prior written approval of the Developer. The delineation of the Drainage Utility and Sewer Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it hereunder. Except as provided above, no structures or improvements (except walkways and driveways), including without limitation decks, patios, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected upon such easement shall, at Developer's written request, be removed by the Owner at the Owner's sole cost and expense. The Owners of Lots in the Subdivision subject to a Drainage Utility and Sewer Easement shall take and hold title to the Lots subject to the Drainage Utility and Sewer Easements herein created and reserved.

1.8 "Landscape and Mounding Easements" means those areas of ground so designated or designated L.M.E. on a Plat of any part of the Speedway Woods Real Estate. Developer hereby declares, creates and reserves the Landscape and Mounding Easements for the preservation of the subdivision identification signage, the mounds, the trees, bushes, shrubbery and other vegetation in such areas. No improvements (including, without limitation, decks, walkways, patios and fences except those fences constructed by the Developer which are explicitly permitted) shall be erected or maintained within or upon such Landscape and Mounding Easements without the prior written permission of the Architectural Review Committee. No living tree, bushes, shrubbery or other vegetation shall be removed from any Landscape and Mounding Easement except (a) by public utility companies, governmental agencies, Developer, the Department of Public Works or the Department of Capital Asset Management of the City of Indianapolis or the Association in connection with such entity's use of the Drainage Utility and Sewer Easements as herein permitted; or (b) by Developer (or any entity related to Developer) in connection with the development of the Real Estate. The Owners of Lots in the Subdivision shall take and hold title to the Lots subject to the Landscape and Mounding Easements herein created and reserved.

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

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

1.11 "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, or other residential unit designed for occupancy by one family, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner as used herein shall include Developer so long as Developer shall own any Lot, Residence Unit or any Real Estate in the Speedway Woods Real Estate.

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

1.11 "Residence Unit" means any single family home designed for residential occupancy.

ARTICLE II

APPLICABILITY

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

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

ARTICLE III

PROPERTY RIGHTS

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

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

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

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

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

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

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

- (vii) the terms and provisions of this Declaration;
- (viii) the easements reserved elsewhere in this Declaration and in any Plat of any part of the Speedway Woods Real Estate; and
- (ix) the right of the Association to limit the use of Common Areas in a reasonable nondiscriminatory manner for the common good.

3.2 Permissive Use. Any owner may permit his or her family members, guests, tenants or contract purchasers who reside in the Residence Unit to use his or her right of enjoyment of the Common Areas. Such permissive use shall be subject to the By Laws of the Association and any reasonable nondiscriminatory rules and regulations promulgated by the Association from time to time.

3.3 Conveyance of Common Areas. Upon sixty (60) days notice to the Association, Developer may convey all of its right, title, interest in and to any of the Common Areas to the Association by quitclaim deed, and such Common Areas so conveyed shall then be the property of the Association.

ARTICLE IV

USE RESTRICTIONS

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

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

4.3 Lot Access. All Lots shall be accessed from the interior streets of the Subdivision. No direct access is permitted to any Lot from Vermont Street or Lynhurst Drive.

4.4 Other Use Restrictions Contained in Plat Covenants and Restrictions. The Plat Covenants and Restrictions relating to the Speedway Woods Real Estate contain additional restrictions on the use of the Lots in the Subdivision, including without limitation prohibitions against commercial use and nuisances and restrictions relating to temporary structures, vehicle parking, signs, mailboxes, garbage and refuse disposal, storage tanks, water supply and sewage systems, ditches and swales, driveways, antenna and satellite dishes, awnings, fencing, swimming pools, solar panels and outside lighting. Such prohibitions and restrictions contained in the Plat Covenants and Restrictions are hereby incorporated by reference as though fully set forth herein.

ARTICLE V

ASSOCIATION

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

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

(i) Class A Members. Class A members shall be all Owners other than Developer (unless Class B membership has been converted to Class A membership as provided in the following subparagraph (ii), in which event Developer shall then have a Class A membership). Each Class A member shall be entitled to one (1) vote.

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

5.3 Applicable Date. As used herein, the term "Applicable Date" shall mean the date when the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership or December 31, 2004, whichever occurs first.

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

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

5.6 Professional Management. No contract or agreement for professional management of the Association, nor any contract between Developer and the Association, shall be for a term in excess of three (3) years. Any such agreement or contract shall provide for termination by either party with or without cause, without any termination penalty, on written notice of ninety (90) days or less.

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

(i) Maintenance of the Common Areas including any and all improvements thereon in good repair as the Association deems necessary or appropriate. Maintenance of the Landscape and Mounding Easements may be performed by the Association but the Owners whose Lots are subject to such easements shall have the primary responsibility for such maintenance; provided, however, that maintenance of the Landscape and Mounding Easements adjoining Vermont Street shall be the responsibility of the Association.

(ii) Installation and replacement of any and all improvements, signs, lawn, foliage and landscaping in and upon the Common Areas as the Association deems necessary or appropriate.

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

(iv) Replacement of the drainage system in and upon the Common Areas as the Association deems necessary or appropriate and the maintenance of any drainage system installed in or upon the Common Areas by Developer or the Association. Nothing herein shall relieve or replace the obligation of the Owner, including any builder, of a Lot

subject to a Drainage Utility and Sewer Easement to keep the portion of the drainage system and Drainage Utility and Sewer Easement on the lot free from obstructions so that the storm water drainage will be unimpeded.

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

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

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

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

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

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

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

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

5.11 Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his or her heirs, assigns and legal representatives (collectively, the Indemnitee") made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Association, against all costs and expenses, including attorneys fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereof, except in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is guilty of gross negligence or willful misconduct in the performance of his or her duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or

for any judgment rendered in any action, suit or proceeding, unless it shall be adjudged in such action, suit or proceeding that such Indemnitee was guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against an Indemnitee, no director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his or her duties where, acting in good faith, such director or officer relied on the books and records of the Association or statements or advice made by or prepared by any managing agent of the Association or any director or officer of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a director be deemed guilty of gross negligence or willful misconduct by virtue of the fact that he or she failed or neglected to attend a meeting or meetings of the Board of Directors of the Association. The costs and expenses incurred by an Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification or reimbursement as provided in this paragraph 5.11.

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

ARTICLE VI

ARCHITECTURAL REVIEW COMMITTEE

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

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

(i) In General. No residence, building, structure, antenna, walkway, fence, deck, wall, patio or other improvement of any type or kind shall be erected, constructed, placed or altered on any lot and no change shall be made in the exterior color of any Residence Unit or accessory building located on any lot without the prior written approval of the Architectural Review Committee. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review Committee and, in the case of construction or placement of any improvement shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or replacement. Such plans shall include plot plans showing the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Architectural Review Committee may reasonably require. Unless otherwise specified by the Architectural Review Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. It is contemplated that the Architectural Review Committee will review and grant general approval of the floor plans and exterior styles of the homes expected to be offered and sold in Speedway Woods by the builders and that such review and approval will occur prior to the builders selling any homes in the community. Unless otherwise directed in writing by the Architectural Review Committee, once a builder has received written approval of a particular floor plan and exterior style, it shall not be necessary to reapply to the Architectural Review Committee in order for such builder to build the same floor plan and exterior style on other lots.

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

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

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

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

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

6.3 Duties of the Architectural Review Committee. If the Architectural Review Committee does not disapprove a Requested Change within thirty (30) days after all required information on the Requested Change shall have been submitted to it, then such Requested Change shall be deemed approved. One copy of submitted material shall be retained by the Architectural Review Committee for its permanent files.

6.4 Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the Association nor any agent of any of the foregoing, shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto or for any decision made by it unless made in bad faith or by willful misconduct.

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

ARTICLE VII

ASSESSMENTS

7.1 Purpose of Assessments. The purpose of Regular and Special Assessments is to provide funds to maintain and improve the Common Areas and related facilities for the benefit of the Owners, and the same shall be levied for the following purposes: (i) to promote the health, safety and welfare of the residents occupying the Speedway Woods Real Estate, (ii) for the improvement, maintenance and repair of the Common Areas, the improvements, lawn foliage and landscaping within and upon the Common Areas, any Landscape and Mounding Easement, any Drainage Utility and Sewer Easement and the drainage system, and (iii) for the performance of the responsibilities specifically provided for herein. A portion of the Regular Assessment may be set aside or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

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

(i) Until December 31, 1995, the Maximum Regular Assessment on any Residence Unit for any calendar year shall not exceed Sixty Dollars (\$60.00).

(ii) From and after January 1, 1996, the Maximum Regular Assessment on any Residence Unit for any calendar year may be increased by not more than fifteen percent (15%) above the Regular Assessment for the previous calendar year without a vote of the members of the Association as provided in the following subparagraph (iii).

(iii) From and after January 1, 1996, the Board of Directors of the Association may fix the Regular Assessment at an amount in excess of the maximum amount specified in subparagraph (ii) above only with the approval of a majority of those members of each class of members of the Association who cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.

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

7.3 Special Assessments. In addition to Regular Assessments, the Board of Directors of the Association may make Special Assessments against each Residence Unit, for the purpose of defraying, in whole or in part, the cost of constructing, reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or the cost of special maintenance and repairs or to recover any deficits (whether from operations or any other loss) which the Association may from time to time incur, but only with the assent of two-thirds (2/3) of the members of each class of members of the Association who cast votes in person or by proxy at a duly constituted meeting of the members of the Association called for such purpose.

7.4 No Assessment Against Developer or Builders During the Development Period. Neither the Developer nor, except as otherwise provided in paragraph 7.8 and Article 9 below, any builder nor any related entity shall be assessed any portion of any Regular or Special Assessment during the Development Period.

7.5 Date of Commencement of Regular or Special Assessments; Due Dates. The Regular Assessment or Special Assessment, if any, shall commence as to each Residence Unit on the first day of the first calendar month following the first conveyance of such Residence Unit to an Owner who is not one of the persons named in paragraph 7.4 above.

The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the Regular Assessment, any Special Assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

7.6 Failure of Owner to Pay Assessments.

(i) No owner shall be exempt from paying Regular Assessments and Special Assessments due to such Owner's nonuse of the Common Areas or abandonment of the Residence Unit or Lot belonging to such Owner. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment (as described in paragraph 7.7 below) may be foreclosed by the Board of Directors of the Association for and on behalf of the Association as a mortgage on real property or as otherwise provided by law. Upon the failure of an Owner to make timely payments of any assessment when due, the Board of Directors of the Association may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Residence Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Residence Unit, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Residence Unit or Lot, and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association, at its option, may in the alternative bring suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment,

whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Residence Unit or Lot, costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due until paid.

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

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

7.8 Expense Incurred to Clear Drainage Utility and Sewer Easement Deemed a Special Assessment. As provided in paragraph 1.7 above, the Owner of any lot subject to a Drainage Utility and Sewer Easement, including any builder, shall be required to keep the portion of said Drainage Utility and Sewer Easement on the lot free from obstructions so that the storm water drainage will not be impeded and will not be changed or altered without a permit from the Department of Public Works or Department of Capital Asset Management and prior written approval of the Developer. Also, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping of any kind, shall be erected or maintained upon said easements, and any such structure or improvement so erected shall, at Developer's written request, be removed by the Owner at the Owner's sole cost and expense. If, within

thirty (30) days after the date of Developer's written request, such Owner shall not have commenced and diligently and continuously effected the removal of any obstruction of storm water drainage or any prohibited structure or improvement. Developer may, on behalf of the Association, enter upon the lot and cause such obstruction, structure or improvement to be removed so that the Drainage Utility and Sewer Easement is returned to its original designed condition. In such event, Developer, on behalf of the Association, shall be entitled to recover the full cost of such work from the offending Owner and such amount shall be deemed a Special Assessment against the lot owned by such Owner which, if unpaid, shall constitute a lien against such lot and may be collected by the Association pursuant to this Article 7 in the same manner as any other Regular Assessment or Special Assessment may be collected.

ARTICLE VIII

INSURANCE

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

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

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

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

ARTICLE IX

MAINTENANCE

9.1 Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot, including any builder during the building process, to keep the grass on the Lot properly cut and keep the Lot, including any Drainage Utility and Sewer Easements located on the Lot, free of weeds, trash or construction debris and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by a majority vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to clean, repair, maintain or restore the Lot, as the case may be, and the exterior of the improvements erected thereon. The cost of any such work shall be and constitute a Special Assessment against such Lot and the owner thereof, whether or not a builder, and may be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

9.2 Damage to Common Areas. In the event of damage to or destruction of any part of the Common Areas or any improvements which the Association is required to maintain hereunder, the Association shall repair or replace the same to the extent of the availability of insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Special Assessment against all Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessments if less than all benefit. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas, if, due to the willful, intentional or negligent acts or omissions of any Owner (including any builder) or of a member of the owner's family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then the Association shall cause such repairs to be made and such Owner shall pay for such damage and such maintenance, repairs and replacements, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Association, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner, whether or not a builder, and its Residence Unit and Lot, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general.

ARTICLE X

MORTGAGES

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

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

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

ARTICLE XI

AMENDMENTS

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

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

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of votes of all Owners.

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

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than sixty-seven percent (67%) in the aggregate of all Owners; provided, that any such amendment shall require the prior written approval of a Developer so long as Developer or any entity related to Developer owns any Lot or Residence Unit within and upon the Speedway Woods Real Estate. In the event any Residence unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.2.

(v) Mortgagees' Vote on Special Amendments. No amendments to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 601.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide, or any similar provision of any

subsequent guidelines published in lieu of or in substitution for the Selling Guide, or which would be deemed to require the first mortgagee's consent under the Freddie Mac Sellers' and Servicers' Guide, Vol. 1, Section 2103(d) without the written approval of at least sixty seven percent, (67%) of the Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.2

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

11.2 By the Developer. Developer hereby reserves the right, so long as Developer or any entity related to Developer owns any Lot or Residence Unit within and upon the Speedway Woods Real Estate, to make any amendments to this Declaration, without the approval of any other person or entity, for any purpose reasonably deemed necessary or appropriate by the Developer, including without limitation: to bring Developer or this Declaration into compliance with the requirement of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof; to conform with zoning covenants and conditions; to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or to induce any of such agencies to make, purchase, sell, insure or guarantee first mortgages; or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided that in no event shall Developer be entitled to make any amendment which has a material adverse effect on the rights of any Mortgagee, or which substantially impairs the rights granted by this Declaration to any Owner or substantially increases the the obligations imposed by this Declaration on any Owner.

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

ARTICLE XII

MISCELLANEOUS

12.1 Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in a Plat of any part of the Speedway Woods Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, or zoning

commitments shall be grounds for an action by Developer, the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions, restrictions or commitments. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys fees reasonably incurred by any party successfully enforcing such covenants, conditions, restrictions or commitments; provided, however, that neither Developer, any Owner nor the Association shall be liable for damages of any kind to any person for failing to enforce any such covenants, conditions, restrictions or commitments.

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

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

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

12.5 Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

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

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

12.8 Government Financing Entities' Approval. If there is Class B membership in the Association and if there is financing provided for any of the Speedway Woods Real Estate by the Federal Housing Administration, Veterans Administration, Federal Home Loan Mortgage Corporation or the Federal National

Mortgage Association, and any of these entities requires that their consent be obtained prior to amending this Declaration or dedicating the Common Areas subject to this Declaration, then while there is Class B Membership the Developer and the Association must obtain the consent of such entity. If none of the Speedway Woods Real Estate is financed by any of such entities, then the Developer, while there is a Class B Membership, or the Association may amend this Declaration or dedicate any Common Areas without obtaining the consent of the above referenced entities.

XIII

DEVELOPER'S RIGHTS

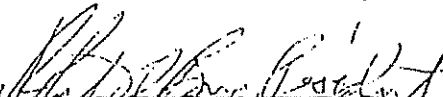
13.1 Access rights. Developer hereby declares, creates and reserves an access license over and across all the Speedway Woods Real Estate (subject to the limitations hereinafter provided in this paragraph 13.1) for the use of Developer and its representatives, agents, contractors and affiliates during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

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

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

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

WESTERN AMERICA REAL ESTATE, INC.

By 
Robert A. Bofns, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Refor me, a Notary Public, in and for the State of Indiana, personally Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who, as President of said corporation, acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Speedway Woods.

Witness my hand and Notarial Seal this 16th day of August, 1994.

Robert A. Borns
Notary Public

Printed Robert A. Borns

My Commission Expires:

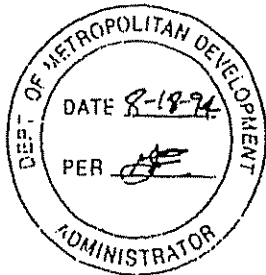
9-30-94

County of Residence:

Marion

This instrument prepared by James W. Beatty, Landman & Beatty, 1150 Market Square Center, 151 N. Delaware Street, Indianapolis, IN 46204-2518, (317) 236-1040.

WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED
Date: Aug. 18, 1994
By: Charles R. Spears
CHARLES R. SPEARS
ASSESSOR



Land Description
Speedway Woods Section 1

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 36 minutes 15 seconds West along the North line of said Northeast Quarter 2541.81 feet to the POINT OF BEGINNING, said point also being the Northwest corner of a tract of land conveyed to the City of Indianapolis in a deed recorded as Instrument No. 65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following three (3) courses: (1) South 01 degrees 23 minutes 00 seconds East 30.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 63.02 feet; thence South 10 degrees 34 minutes 50 seconds East 299.15 feet; thence South 79 degrees 25 minutes 10 seconds West 70.00 feet; thence South 10 degrees 34 minutes 50 seconds East 50.68 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 79 degrees 25 minutes 10 seconds West 175.00 feet from said point; thence southerly along said curve 56.43 feet to the point of tangency of said curve, the radius point of said curve being North 82 degrees 06 minutes 18 seconds West 175.00 feet from said point; thence South 07 degrees 53 minutes 42 seconds West 102.25 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 82 degrees 06 minutes 18 seconds East 175.00 feet from said point; thence southerly along said curve 184.71 feet to the point of tangency of said curve, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 175.00 feet from said point; thence South 52 degrees 34 minutes 50 seconds East 95.96 feet; thence South 37 degrees 25 minutes 10 seconds West 50.00 feet; thence North 52 degrees 34 minutes 50 seconds West 25.00 feet; thence South 37 degrees 25 minutes 10 seconds West 35.51 feet; thence South 50 degrees 34 minutes 50 seconds East 131.31 feet; thence South 10 degrees 31 minutes 20 seconds East 126.47 feet; thence South 09 degrees 13 minutes 20 seconds West 116.23 feet; thence South 89 degrees 10 minutes 10 seconds West 198.81 feet; thence North 53 degrees 36 minutes 28 seconds West 132.43 feet; thence North 84 degrees 07 minutes 15 seconds West 171.17 feet; thence South 89 degrees 10 minutes 10 seconds West 262.52 feet; thence North 00 degrees 49 minutes 50 seconds West parallel with the East line of said Northeast Quarter 1021.35 feet; thence North 88 degrees 28 minutes 10 seconds West 198.60 feet; thence North 11 degrees 22 minutes 23 seconds West 222.21 feet to a point on the South right-of-way line of 10th Street; thence South 88 degrees 36 minutes 15 seconds West along said right-of-way line 55.00 feet; thence North 55 degrees 51 minutes 29 seconds West along said right-of-way line 43.01 feet; thence North 01 degrees 23 minutes 45 seconds West 94.99 feet to a point on the North line of the aforesaid Quarter Section; thence North 88 degrees 36 minutes 15 seconds East along said North line 406.19 feet to the point of beginning containing 19.739 acres, more or less.

Land Description
Speedway Woods Section 2

A part of the Northeast Quarter of Section, 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence North 00 degrees 49 minutes 50 seconds West along the East line of said Northeast Quarter 535.00 feet; thence South 87 degrees 56 minutes 00 seconds West parallel with the South line of said Northeast Quarter 858.00 feet; thence North 00 degrees 49 minutes 50 seconds West 638.36 feet; thence South 87 degrees 56 minutes 00 seconds West 481.62 feet; thence South 62 degrees 50 minutes 18 seconds West 205.06 feet to the POINT OF BEGINNING of this description; thence continuing South 62 degrees 50 minutes 18 seconds West 265.00 feet; thence South 35 degrees 30 minutes 00 seconds West 478.06 feet; thence South 76 degrees 42 minutes 55 seconds West 234.22 feet to a point on a curve concave westerly, the radius point of said curve being South 76 degrees 42 minutes 55 seconds West 125.00 feet from said point; thence northwesterly along said curve 40.29 feet; to a point on said curve, the radius point of said curve being South 58 degrees 14 minutes 46 seconds West 125.00 feet from said point; thence South 58 degrees 14 minutes 46 seconds West 95.86 feet; thence South 00 degrees 49 minutes 50 seconds East 394.43 feet; thence South 87 degrees 56 minutes 00 seconds West 35.01 feet; thence South 02 degrees 04 minutes 00 seconds East 145.00 feet; to the South line of said Northeast Quarter; thence South 87 degrees 56 minutes 00 seconds West along said South line 218.18 feet; thence North 00 degrees 49 minutes 50 seconds West parallel with the East line of said Northeast Quarter 1373.92 feet to a point on the South line of the plat of Speedway Woods, Section 1, as per plat thereof recorded as Instrument # 94-0127600 in the Office of the Recorder of Marion County, Indiana; thence easterly and northerly along the southerly and easterly boundaries of said plat by the following eight (8) courses; North 89 degrees 10 minutes 10 seconds East 262.5 feet; South 84 degrees 07 minutes 15 seconds East 171.17 feet; South 53 degrees 36 minutes 28 seconds East 132.43 feet; North 09 degrees 10 minutes 10 seconds East 198.81 feet; North 09 degrees 13 minutes 20 seconds East 116.23 feet; North 10 degrees 31 minutes 20 seconds West 126.47 feet; North 50 degrees 34 minutes 50 seconds West 131.31 feet; North 37 degrees 25 minutes 10 seconds East 35.51 feet; South 52 degrees 34 minutes 50 seconds East 25.00 feet; North 37 degrees 25 minutes 10 seconds East 50.00 feet; thence South 52 degrees 34 minutes 50 seconds East 43.03 feet to a point of curvature of a curve concave Northeasterly, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 200.00 feet from said point; thence Southeasterly along said curve 49.47 feet to the point of tangency of said curve; the radius point of said curve being North 23 degrees 14 minutes 55 seconds East 200.00 feet from said point; thence South 66 degrees 45 minutes 05 seconds East 60.02 feet to a point on a curve concave southeasterly, the radius point of said curve being South 61 degrees 00 minutes 44 seconds East 250.00 feet from said point; thence northeasterly along said curve 25.33 feet to a point on said curve, the radius point of said curve being South 55 degrees 12 minutes 26 seconds East 250.00 feet from said point; thence South 55 degrees 12 minutes 26 seconds East 50.00 feet; thence South 29 degrees 24 minutes 53 seconds East 135.16 feet; thence South 54 degrees 13 minutes 39 seconds West 75.00 feet; thence South 35 degrees 07 minutes 37 seconds East 355.00 feet to the place of beginning containing 19.03 acres, more or less.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who as President of said corporation, acknowledged the execution of this instrument on behalf of such corporation.

Witness my signature and Notarial Seal this 9th day of March, 1995.

[Signature]
Notary Public

Printed Debra J Hunter

My Commission Expires:

4.7.95

I am a resident of
Madison County, Indiana.

This instrument prepared by James W. Beatty, Attorney at Law, 1150 Market Square Center, 151 N. Delaware Street, Indianapolis, IN 46204-2518, (317) 236-1040.

1827B
3/8/95

Land Description
Speedway Woods Section 1

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 36 minutes 15 seconds West along the North line of said Northeast Quarter 2543.81 feet to the POINT OF BEGINNING, said point also being the Northwest corner of a tract of land conveyed to the City of Indianapolis in a deed recorded as Instrument No. 65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following three (3) courses: (1) South 01 degrees 23 minutes 00 seconds East 38.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 63.02 feet; thence South 10 degrees 34 minutes 50 seconds East 299.15 feet; thence South 79 degrees 25 minutes 10 seconds West 70.00 feet; thence South 10 degrees 34 minutes 50 seconds East 50.68 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 79 degrees 25 minutes 10 seconds West 175.00 feet from said point; thence southerly along said curve 56.43 feet to the point of tangency of said curve, the radius point of said curve being North 82 degrees 06 minutes 18 seconds West 175.00 feet from said point; thence South 07 degrees 53 minutes 42 seconds West 102.25 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 82 degrees 06 minutes 18 seconds East 175.00 feet from said point; thence southerly along said curve 184.71 feet to the point of tangency of said curve, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 175.00 feet from said point; thence South 52 degrees 34 minutes 50 seconds East 95.96 feet; thence South 37 degrees 25 minutes 10 seconds West 50.00 feet; thence North 52 degrees 34 minutes 50 seconds West 25.00 feet; thence South 37 degrees 25 minutes 10 seconds West 35.51 feet; thence South 50 degrees 34 minutes 50 seconds East 131.31 feet; thence South 10 degrees 31 minutes 20 seconds East 126.47 feet; thence South 09 degrees 13 minutes 20 seconds West 116.23 feet; thence South 89 degrees 10 minutes 10 seconds West 198.81 feet; thence North 53 degrees 36 minutes 28 seconds West 132.43 feet; thence North 84 degrees 07 minutes 15 seconds West 171.17 feet; thence South 89 degrees 10 minutes 10 seconds West 262.52 feet; thence North 00 degrees 49 minutes 50 seconds West parallel with the East line of said Northeast Quarter 1021.35 feet; thence North 88 degrees 28 minutes 10 seconds West 198.60 feet; thence North 11 degrees 22 minutes 23 seconds West 222.21 feet to a point on the South right-of-way line of 10th Street; thence South 88 degrees 36 minutes 15 seconds West along said right-of-way line 55.00 feet; thence North 55 degrees 51 minutes 29 seconds West along said right-of-way line 43.00 feet; thence North 01 degrees 23 minutes 45 seconds West 94.99 feet to a point on the North line of the aforesaid Quarter Section; thence North 88 degrees 36 minutes 15 seconds East along said North line 406.19 feet to the point of beginning containing 19.739 acres, more or less.

EXHIBIT "A"

AMENDMENT TO PLAT COVENANTS AND RESTRICTIONS

SPEEDWAY WOODS

SECTION 2 ("AMENDMENT")

WHEREAS, certain Plat Covenants and Restrictions for Speedway Woods, Section 2, were recorded on August 18, 1994 as Instrument No. 94-0127604 in the Office of the Recorder of Marion County, Indiana ("Covenants") for the real estate described in Exhibit "A" attached hereto ("Real Estate"), and

WHEREAS, the Covenants, pursuant to paragraph 30 thereof, may be amended by the owners of sixty-seven percent (67%) of all Lots in all subdivisions subject to a certain Declaration of Covenants, Conditions and Restrictions recorded on August 18, 1994 as Instrument No. 94-0127602 ("Declaration"), and

WHEREAS, amendment to the Covenants prior to sale of all Lots by Developer requires Developer's prior written approval, and

WHEREAS, Western America Real Estate, Inc. is the Developer, is the owner of more than sixty-seven percent (67%) of all Lots subject to the Declaration, and by execution of this Amendment grants its prior written approval, and

WHEREAS, an inconsistency exists in paragraph 3 of the Covenants which Developer wishes to correct.

NOW, THEREFORE, Developer does hereby amend the last sentence in paragraph 3 of the Covenants to read as follows:

"Except as provided above no structures or improvements (except walkways and driveways) including, without limitation, decks, patios, or landscaping of any kind shall be erected or maintained upon said easements."

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 17th day of March, 1995.

INSTRUMENT NO. 94-0127604
FILED FOR RECORDING
MAR 13 1995
JOHN S. VON ARX, CLERK


WESTERN AMERICA REAL ESTATE, INC.

By Robert A. Borns
Robert A. Borns, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who as President of said corporation, acknowledged the execution of this instrument on behalf of such corporation.

Witness my signature and Notarial Seal this 9th day of February, 1995.



Notary Public

Printed Debra J Hunter

My Commission Expires:
4.7.95

I am a resident of
Morgan County, Indiana.

This instrument prepared by James W. Beatty, Attorney at Law, 1150 Market Square Center, 151 N. Delaware Street, Indianapolis, IN 46204-2518, (317) 236-1040.

1827B
3/8/95

Land Description
Speedway Woods Section 2

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence North 00 degrees 49 minutes 50 seconds West along the East line of said Northeast Quarter 535.00 feet; thence South 87 degrees 56 minutes 00 seconds West parallel with the South line of said Northeast Quarter 858.00 feet; thence North 00 degrees 49 minutes 50 seconds West 638.36 feet; thence South 87 degrees 56 minutes 00 seconds West 481.62 feet; thence South 62 degrees 50 minutes 18 seconds West 205.06 feet to the POINT OF BEGINNING of this description; thence continuing South 62 degrees 50 minutes 18 seconds West 265.00 feet; thence South 35 degrees 30 minutes 00 seconds West 478.06 feet; thence South 76 degrees 42 minutes 55 seconds West 234.22 feet to a point on a curve concave westerly, the radius point of said curve being South 76 degrees 42 minutes 55 seconds West 125.00 feet from said point; thence northwesterly along said curve 40.29 feet; to a point on said curve, the radius point of said curve being South 58 degrees 14 minutes 46 seconds West 125.00 feet from said point; thence South 58 degrees 14 minutes 46 seconds West 95.86 feet; thence South 00 degrees 49 minutes 50 seconds East 394.43 feet; thence South 87 degrees 56 minutes 00 seconds West 35.01 feet; thence South 02 degrees 34 minutes 00 seconds East 145.00 feet; to the South line of said Northeast Quarter; thence South 87 degrees 56 minutes 00 seconds West along said South line 218.18 feet; thence North 00 degrees 49 minutes 50 seconds West parallel with the East line of said Northeast Quarter 1373.92 feet to a point on the South line of the plat of Speedway Woods, Section 1, as per plat thereof recorded as Instrument #94-0127600 in the Office of the Recorder of Marion County, Indiana; thence easterly and northerly along the southerly and easterly boundaries of said plat by the following eight (8) courses; North 89 degrees 10 minutes 10 seconds East 262.52 feet; South 84 degrees 07 minutes 15 seconds East 171.17 feet; South 53 degrees 36 minutes 28 seconds East 132.43 feet; North 89 degrees 10 minutes 10 seconds East 198.81 feet; North 09 degrees 13 minutes 20 seconds East 116.23 feet; North 10 degrees 31 minutes 20 seconds West 126.47 feet; North 50 degrees 34 minutes 50 seconds West 131.31 feet; North 37 degrees 25 minutes 10 seconds East 35.51 feet; South 52 degrees 34 minutes 50 seconds East 25.00 feet; North 37 degrees 25 minutes 10 seconds East 50.00 feet; thence South 52 degrees 34 minutes 50 seconds East 43.03 feet to a point of curvature of a curve concave Northeasterly, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 200.00 feet from said point; thence Southeasterly along said curve 49.47 feet to the point of tangency of said curve; the radius point of said curve being North 23 degrees 14 minutes 55 seconds East 200.00 feet from said point; thence South 66 degrees 45 minutes

EXHIBIT "A"

05 seconds East 60.02 feet to a point on a curve concave southeasterly, the radius point of said curve being South 61 degrees 00 minutes 44 seconds East 250.00 feet from said point; thence northeasterly along said curve 25.33 feet to a point on said curve, the radius point of said curve being South 55 degrees 12 minutes 26 seconds East 250.00 feet from said point; thence South 55 degrees 12 minutes 26 seconds East 50.00 feet; thence South 29 degrees 24 minutes 53 seconds East 135.16 feet; thence South 54 degrees 13 minutes 39 seconds West 75.00 feet; thence South 35 degrees 07 minutes 37 seconds East 355.00 feet to the place of beginning containing 19.03 acres, more or less.

EXHIBIT "A"

5

AMENDMENT TO DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS OF

SPEEDWAY WOODS

("AMENDMENT")

WHEREAS, a certain Declaration of Covenants, Conditions and Restrictions for Speedway Woods, was recorded on August 18, 1994 as Instrument No. 94-0127602 in the Office of the Recorder of Marion County, Indiana ("Declaration") for the real estate described in Exhibit "A" attached hereto ("Real Estate"), and

WHEREAS, the Declaration, pursuant to paragraph 11.2 thereof, may be amended by the Developer so long as the Developer owns any Lot in Speedway Woods, and

WHEREAS, as of the date of execution of this Amendment, the Developer remains the owner of Lots within Speedway Woods, and

WHEREAS, an inconsistency exists in paragraph 1.7 of the Declaration which Developer wishes to correct.

NOW, THEREFORE, Developer does hereby amend the next to the last sentence in paragraph 1.7 of the Declaration to read as follows:

"Except as provided above no structures or improvements (except walkways and driveways) including, without limitation, decks, patios, or landscaping of any kind shall be erected or maintained upon said easements."

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 17th day of March, 1995.

WESTERN AMERICA REAL ESTATE, INC.

By Robert A. Burns, President
Robert A. Burns, President

RECORDED FOR MARION COUNTY INDIANA
MAR 1 1995 085479
MARION COUNTY RECORDER

03/13/95 02:50PM JOHN W. ROMERIL MARION CTY RECORDER NIL 15.00 PAGES: 5

Inst # 1995-0028390

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who as President of said corporation, acknowledged the execution of this instrument on behalf of such corporation.

Witness my signature and Notarial Seal this 9TH day of March, 1995.

[Signature]
Notary Public

Printed Debra J Hunter

My Commission Expires:

4.7.95

I am a resident of
Marion County, Indiana.

This instrument prepared by James W. Beatty, Attorney at Law, 1150 Market Square Center, 151 N. Delaware Street, Indianapolis, IN 46204-2518, (317) 236-1040.

1827B
3/8/95

Land Description
Speedway Woods Section 1

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 36 minutes 15 seconds West along the North line of said Northeast Quarter 2543.81 feet to the POINT OF BEGINNING, said point also being the Northwest corner of a tract of land conveyed to the City of Indianapolis in a deed recorded as Instrument No. 65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following three (3) courses: (1) South 01 degrees 23 minutes 00 seconds East 38.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 63.02 feet; thence South 10 degrees 34 minutes 50 seconds East 299.15 feet; thence South 79 degrees 25 minutes 10 seconds West 70.00 feet; thence South 10 degrees 34 minutes 50 seconds East 50.68 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 79 degrees 25 minutes 10 seconds West 175.00 feet from said point; thence southerly along said curve 56.43 feet to the point of tangency of said curve, the radius point of said curve being North 82 degrees 06 minutes 18 seconds West 175.00 feet from said point; thence South 07 degrees 53 minutes 42 seconds West 102.25 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 82 degrees 06 minutes 18 seconds East 175.00 feet from said point; thence southerly along said curve 184.71 feet to the point of tangency of said curve, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 175.00 feet from said point; thence South 52 degrees 34 minutes 50 seconds East 95.96 feet; thence South 37 degrees 25 minutes 10 seconds West 50.00 feet; thence North 52 degrees 34 minutes 50 seconds West 25.00 feet; thence South 37 degrees 25 minutes 10 seconds West 35.51 feet; thence South 50 degrees 34 minutes 50 seconds East 131.31 feet; thence South 10 degrees 31 minutes 20 seconds East 126.47 feet; thence South 09 degrees 13 minutes 20 seconds West 116.23 feet; thence South 89 degrees 10 minutes 10 seconds West 198.81 feet; thence North 53 degrees 36 minutes 28 seconds West 132.43 feet; thence North 84 degrees 07 minutes 15 seconds West 171.17 feet; thence South 89 degrees 10 minutes 10 seconds West 262.52 feet; thence North 00 degrees 49 minutes 50 seconds West parallel with the East line of said Northeast Quarter 1021.35 feet; thence North 88 degrees 28 minutes 10 seconds West 198.60 feet; thence North 11 degrees 22 minutes 23 seconds West 222.21 feet to a point on the South right-of-way line of 10th Street; thence South 88 degrees 36 minutes 15 seconds West along said right-of-way line 55.00 feet; thence North 55 degrees 51 minutes 29 seconds West along said right-of-way line 43.01 feet; thence North 01 degrees 23 minutes 45 seconds West 94.99 feet to a point on the North line of the aforesaid Quarter Section; thence North 88 degrees 36 minutes 15 seconds East along said North line 406.19 feet to the point of beginning containing 19.739 acres, more or less.

EXHIBIT "A"

Land Description
Speedway Woods Section 2

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence North 00 degrees 49 minutes 50 seconds West along the East line of said Northeast Quarter 535.00 feet; thence South 87 degrees 56 minutes 00 seconds West parallel with the South line of said Northeast Quarter 858.00 feet; thence North 00 degrees 49 minutes 50 seconds West 638.36 feet; thence South 87 degrees 56 minutes 00 seconds West 481.62 feet; thence South 62 degrees 50 minutes 18 seconds West 205.06 feet to the POINT OF BEGINNING of this description; thence continuing South 62 degrees 50 minutes 18 seconds West 265.00 feet; thence South 35 degrees 30 minutes 00 seconds West 478.06 feet; thence South 76 degrees 42 minutes 55 seconds West 234.22 feet to a point on a curve concave westerly, the radius point of said curve being South 76 degrees 42 minutes 55 seconds West 125.00 feet from said point; thence northwesterly along said curve 40.29 feet; to a point on said curve, the radius point of said curve being South 58 degrees 14 minutes 46 seconds West 125.00 feet from said point; thence South 58 degrees 14 minutes 46 seconds West 95.86 feet; thence South 00 degrees 49 minutes 50 seconds East 394.43 feet; thence South 87 degrees 56 minutes 00 seconds West 35.01 feet; thence South 02 degrees 04 minutes 00 seconds East 145.00 feet; to the South line of said Northeast Quarter; thence South 87 degrees 56 minutes 00 seconds West along said South line 218.18 feet; thence North 00 degrees 49 minutes 50 seconds West parallel with the East line of said Northeast Quarter 1373.92 feet to a point on the South line of the plat of Speedway Woods, Section 1, as per plat thereof recorded as Instrument #94-0127600 in the Office of the Recorder of Marion County, Indiana; thence easterly and northerly along the southerly and easterly boundaries of said plat by the following eight (8) courses; North 89 degrees 10 minutes 10 seconds East 262.52 feet; South 84 degrees 07 minutes 15 seconds East 171.17 feet; South 53 degrees 36 minutes 28 seconds East 132.43 feet; North 89 degrees 10 minutes 10 seconds East 198.81 feet; North 09 degrees 13 minutes 20 seconds East 116.23 feet; North 10 degrees 31 minutes 20 seconds West 126.47 feet; North 50 degrees 34 minutes 50 seconds West 131.31 feet; North 37 degrees 25 minutes 10 seconds East 35.51 feet; South 52 degrees 34 minutes 50 seconds East 25.00 feet; North 37 degrees 25 minutes 10 seconds East 50.00 feet; thence South 52 degrees 34 minutes 50 seconds East 43.03 feet to a point of curvature of a curve concave Northeasterly, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 200.00 feet from said point; thence Southeasterly along said curve 49.47 feet to the point of tangency of said curve; the radius point of said curve being North 23 degrees 14 minutes 55 seconds East 200.00 feet from said point; thence South 66 degrees 45 minutes

EXHIBIT "A"

05 seconds East 60.02 feet to a point on a curve concave southeasterly, the radius point of said curve being South 61 degrees 00 minutes 44 seconds East 250.00 feet from said point; thence northeasterly along said curve 25.33 feet to a point on said curve, the radius point of said curve being South 55 degrees 12 minutes 26 seconds East 250.00 feet from said point; thence South 55 degrees 12 minutes 26 seconds East 50.00 feet; thence South 29 degrees 24 minutes 53 seconds East 135.16 feet; thence South 54 degrees 13 minutes 39 seconds West 75.00 feet; thence South 35 degrees 07 minutes 37 seconds East 355.00 feet to the place of beginning containing 19.03 acres, more or less.

EXHIBIT "A"

JOHN R. VON ARX
MARION COUNTY CLERK

1626A
6/16/95

111884 AUG 17 1995
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

5

OF
SPEEDWAY WOODS

THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions of Speedway Woods ("Supplemental Declaration") is made this 4th day of AUGUST, 1995 by Western America Real Estate, Inc., an Indiana corporation (the "Developer").

Recitals

1. Developer has developed a subdivision known as Speedway Woods, Sections 1 and 2 (Sections 1 and 2), the plats of which were recorded in the Office of the Recorder of Marion County, Indiana on August 18, 1994 as Instrument Nos. 94-0127601 and 94-0127604.

2. Developer subjected Sections 1 and 2 to a Declaration of Covenants, Conditions and Restrictions of Speedway Woods ("Declaration") by recording said Declaration in the Office of the Recorder of Marion County, Indiana on August 26, 1993 as Instrument No. 93-0123295.

3. The Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment") which Amendment was recorded in the Office of the Recorder of Marion County, Indiana, on March 13, 1995, as Instrument No. 95-0028390.

4. The Declaration, as amended, provides in paragraph 12.7 for the annexation of land adjacent to the land subjected to the Declaration to be subjected to the Declaration by execution and recordation of Supplemental Declarations by Developer.

5. Developer is the owner of the real estate described in Exhibit "A" attached hereto and made a part hereof; said real estate is adjacent to the real estate described in the Declaration, as amended; Developer intends to plat the real estate described in Exhibit "A" hereto as Sections 3 and 4 of Speedway Woods (said real estate being hereinafter referred to as "Sections 3 and 4").

NOW, THEREFORE, pursuant to the Declaration, Developer, by execution and recordation of this Supplemental Declaration, does hereby subject Sections 3 and 4 to all of the terms and conditions of the Declaration which Declaration, as amended, is hereby incorporated herein by reference.

08/17/95 03:45PM JOAN N. ROMERIL MARION CTY RECORDER RLH 20.00 PAGES: 5

Inst # 1995-0101562

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

WESTERN AMERICA REAL ESTATE, INC.
an Indiana corporation

By *Robert A. Borns, Pres.*
Robert A. Borns, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for the State of Indiana, personally appeared Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods.

Witness my hand and Notarial Seal this 4th day of AUGUST, 1995.

C. Willis Adams, III
Notary Public
Printed C. Willis Adams, III

My Commission Expires:

8/29/98

County of Residence:

MARION

WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED
Date: Aug 17, 1995
By: *Charles R. Spears*
CHARLES R. SPEARS
ASSESSOR



This instrument prepared by James W. Beatty, Landman & Beatty,
1150 Market Square Center, 151 North Delaware Street,
Indianapolis, Indiana 46204-2518, (317) 236-1040.

SPEEDWAY WOODS
SECTION 3

*PART OF THE NE 1/4 SECTION 1, TOWNSHIP 15 NORTH
RANGE 2 EAST MARION COUNTY, INDIANA*

Commencing at the Southeast corner of said Northeast Quarter; thence North 00 degrees 49 minutes 50 seconds West along the East line of said Northeast Quarter 535.00 feet; thence South 87 degrees 56 minutes 00 seconds West parallel with the South line of said Northeast Quarter 858.00 feet; thence North 00 degrees 49 minutes 50 seconds West 638.36 feet; thence South 87 degrees 56 minutes 00 seconds West 481.62 feet; thence South 62 degrees 50 minutes 18 seconds West 205.06 feet to a point on an eastern boundary of Speedway Woods, Section 2, as per plat thereof recorded as Instrument #94-0127603 in the Office of the Recorder of Marion County, Indiana; thence southwesterly and southerly along said plat by the following eight (8) courses: 1) South 62 degrees 50 minutes 18 seconds West 265.00 feet; 2) South 35 degrees 30 minutes 00 seconds West 478.06 feet to the POINT OF BEGINNING of this description; 3) South 76 degrees 42 minutes 55 seconds West 234.22 feet to a point on a curve concave westerly, the radius point of said curve being South 76 degrees 42 minutes 55 seconds West 125.00 feet from said point; 4) north westerly along said curve 40.29 feet; to a point on said curve, the radius point of said curve being South 58 degrees 14 minutes 46 seconds West 125.00 feet from said point; 5) South 58 degrees 14 minutes 46 seconds West 95.86 feet; 6) South 00 degrees 49 minutes 50 seconds East 394.43 feet; 7) South 87 degrees 56 minutes 00 seconds West 35.01 feet; 8) South 02 degrees 04 minutes 00 seconds East 145.00 feet to the South line of said Northeast Quarter; thence North 87 degrees 56 minutes 00 seconds East along said South line 606.56 feet; thence North 00 degrees 49 minutes 50 seconds West 175.04 feet; thence North 35 degrees 30 minutes 00 seconds East 54.62 feet; thence North 54 degrees 30 minutes 00 seconds West 446.00 feet; thence North 35 degrees 30 minutes 00 seconds East 131.94 feet to the place of beginning, containing 6.176 acres, more or less.

SPEEDWAY WOODS
SECTION 4

*PART OF THE N.E. 1/4 SECTION 1, TOWNSHIP 15 NORTH
RANGE 2 EAST MARION COUNTY INDIANA*

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 36 minutes 15 seconds West along the North line of said Northeast Quarter 2543.81 feet to a point being the Northwest corner of a tract of land conveyed to the City of Indianapolis in a deed recorded as Instrument No. 65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following three (3) courses: (1) South 01 degrees 23 minutes 00 seconds East 38.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 63.02 feet to the POINT OF BEGINNING of this description, said point also being the Northeast corner of Lot 61 in Speedway Woods, Section 1, as per plat thereof recorded as Instrument #94-0127600 in the Office of the Recorder of Marion County, Indiana; thence southerly along the eastern boundary of said plat by the following seven (7) courses: 1) South 10 degrees 34 minutes 50 seconds East 299.15 feet; 2) South 79 degrees 25 minutes 10 seconds West 70.00 feet; 3) South 10 degrees 34 minutes 50 seconds East 50.68 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 79 degrees 25 minutes 10 seconds West 175.00 feet from said point; 4) thence southerly along said curve 56.43 feet to the point of tangency of said curve, the radius point of said curve being North 82 degrees 06 minutes 18 seconds West 175.00 feet from said point; 5) South 07 degrees 53 minutes 42 seconds West 102.25 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 82 degrees 06 minutes 18 seconds East 175.00 feet from said point; 6) southerly along said curve 184.71 feet to the point of tangency of said curve, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 175.00 feet from said point; 7) South 52 degrees 34 minutes 50 seconds East 95.96 feet to a point on a northeastern boundary of Speedway Woods, Section 2, as per plat thereof recorded as Instrument #94-0127603 in the Office of the Recorder of Marion County, Indiana; thence southeasterly along said plat boundary by the following seven (7) courses: 1) continuing South 52 degrees 34 minutes 50 seconds East 43.03 feet to a point of curvature of a curve concave Northeasterly, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 200.00 feet from said point; 2) thence Southeasterly along said curve 49.47 feet to the point of tangency of said curve; the radius point of

SPEEDWAY WOODS
SECTION 4 (CONTINUED)

said curve being North 23 degrees 14 minutes 55 seconds East 200.00 feet from said point; 3) South 66 degrees 45 minutes 05 seconds East 60.02 feet to a point on a curve concave southeasterly, the radius point of said curve being South 61 degrees 00 minutes 44 seconds East 250.00 feet from said point; 4) thence northeasterly along said curve 25.33 feet to a point on said curve, the radius point of said curve being South 55 degrees 12 minutes 26 seconds East 250.00 feet from said point; 5) South 55 degrees 12 minutes 26 seconds East 50.00 feet; 6) South 29 degrees 24 minutes 53 seconds East 135.16 feet; 7) South 54 degrees 13 minutes 39 seconds West 75.00 feet; 8) South 35 degrees 07 minutes 37 seconds East 355.00 feet; thence North 62 degrees 50 minutes 18 seconds East 205.06 feet; thence North 87 degrees 56 minutes 00 seconds East 120.00 feet; thence North 20 degrees 53 minutes 28 seconds West 415.46 feet; thence North 16 degrees 55 minutes 10 seconds East 50.00 feet; thence North 73 degrees 04 minutes 50 seconds West 38.80 feet; thence North 28 degrees 35 minutes 00 seconds West 428.67 feet; thence North 16 degrees 04 minutes 00 seconds West 261.05 feet to a point on the southern boundary of the aforesaid tract of land conveyed to the City of Indianapolis; thence North 16 degrees 04 minutes 00 seconds West along said southern boundary 77.00 feet; thence North 86 degrees 20 minutes 00 seconds West along said southern boundary 355.78 feet to the place of beginning, containing 12.133 acres, more or less.

AMENDMENT TO SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SPEEDWAY WOODS

(8)
JOHN R. VON ARX
MARION COUNTY RECORDER
712690 AUG 25 95
SUBJECT FOR TRANSFER

THIS AMENDMENT TO SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions of Speedway Woods ("Amendment to Supplemental Declaration") is made this 15th day of August, 1995 by Western America Real Estate, Inc., an Indiana corporation (the "Developer").

Recitals

1. Developer has developed a subdivision known as Speedway Woods, Sections 1, 2, 3 and 4, the plats of which are recorded in the Office of the Recorder of Marion County, Indiana as Instrument Nos. 94-0127600, 94-0127603, 95-0101563 and 95-0101565, respectively.

2. Developer has recorded a Declaration of Covenants, Conditions and Restrictions of Speedway Woods in the Office of the Recorder of Marion County, Indiana, as Instrument No. 94-0127602 ("Declaration") for the real estate described in Exhibits "A" and "B" attached hereto.

3. Developer has recorded a Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods in the Office of the Recorder of Marion County, Indiana, as Instrument No. 95-0101562 ("Supplemental Declaration") for the real estate described in Exhibits "C" and "D" attached hereto.

4. Recitals 1 and 2 of the Supplemental Declaration contain erroneous references to numbers of instruments recorded in the Office of the Recorder of Marion County, Indiana.

5. The Declaration provides in Article XI, paragraph 2, that Developer may amend the Declaration to correct errors.

NOW, THEREFORE, pursuant to the Declaration, Developer hereby amends Recitals 1 and 2 of the Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods to read as follows:

"1. Developer has developed a subdivision known as Speedway Woods, Sections 1 and 2 (Sections 1 and 2), the plats of which were recorded in the Office of the Recorder of Marion County, Indiana on August 18, 1994 as Instrument Nos. 94-0127600 and 94-0127603.

2. Developer subjected Sections 1 and 2 to a Declaration of Covenants, Conditions and Restrictions of Speedway Woods ("Declaration") by recording said Declaration in the Office of the Recorder of Marion County, Indiana on August 18, 1994 as Instrument No. 94-0127602."

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

WESTERN AMERICA REAL ESTATE, INC.
an Indiana corporation

By *Robert A. Borns*
Robert A. Borns, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for the State of Indiana, personally appeared Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Amendment to Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods.

Witness my hand and Notarial Seal this 25th day of August, 1995.

Marilyn S. Rees
Notary Public

Printed MARILYN S. REES

My Commission Expires:
5-24-97

County of Residence:
HANCOCK

★ This instrument prepared by James W. Beatty, Landman & Beatty, 1150 Market Square Center, 151 North Delaware Street, Indianapolis, Indiana 46204-2518, (317) 236-1040.

Land Description
Speedway Woods Section 1

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 36 minutes 15 seconds West along the North line of said Northeast Quarter 2543.81 feet to the POINT OF BEGINNING, said point also being the Northwest corner of a tract of land conveyed to the City of Indianapolis in a deed recorded as Instrument No. 65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following three (3) courses: (1) South 01 degrees 23 minutes 00 seconds East 38.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 63.02 feet; thence South 10 degrees 34 minutes 50 seconds East 299.15 feet; thence South 79 degrees 25 minutes 10 seconds West 70.00 feet; thence South 10 degrees 34 minutes 50 seconds East 50.68 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 79 degrees 25 minutes 10 seconds West 175.00 feet from said point; thence southerly along said curve 56.43 feet to the point of tangency of said curve, the radius point of said curve being North 82 degrees 06 minutes 18 seconds West 175.00 feet from said point; thence South 07 degrees 53 minutes 42 seconds West 102.25 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 82 degrees 06 minutes 18 seconds East 175.00 feet from said point; thence southerly along said curve 184.71 feet to the point of tangency of said curve, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 175.00 feet from said point; thence South 52 degrees 34 minutes 50 seconds East 95.96 feet; thence South 37 degrees 25 minutes 10 seconds West 50.00 feet; thence North 52 degrees 34 minutes 50 seconds West 25.00 feet; thence South 37 degrees 25 minutes 10 seconds West 35.51 feet; thence South 50 degrees 34 minutes 50 seconds East 131.31 feet; thence South 10 degrees 31 minutes 20 seconds East 126.47 feet; thence South 09 degrees 13 minutes 20 seconds West 116.23 feet; thence South 89 degrees 10 minutes 10 seconds West 198.81 feet; thence North 53 degrees 36 minutes 28 seconds West 132.43 feet; thence North 84 degrees 07 minutes 15 seconds West 171.17 feet; thence South 89 degrees 10 minutes 10 seconds West 262.52 feet; thence North 00 degrees 49 minutes 50 seconds West parallel with the East line of said Northeast Quarter 1021.35 feet; thence North 88 degrees 28 minutes 10 seconds West 198.60 feet; thence North 11 degrees 22 minutes 23 seconds West 222.21 feet to a point on the South right-of-way line of 10th Street; thence South 88 degrees 36 minutes 15 seconds West along said right-of-way line 55.00 feet; thence North 55 degrees 51 minutes 29 seconds West along said right-of-way line 43.01 feet; thence North 01 degrees 23 minutes 45 seconds West 94.99 feet to a point on the North line of the aforesaid Quarter Section; thence North 88 degrees 36 minutes 15 seconds East along said North line 406.19 feet to the point of beginning containing 19.739 acres, more or less.

EXHIBIT "A"

Land Description
Speedway Woods Section 2

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence North 00 degrees 49 minutes 50 seconds West along the East line of said Northeast Quarter 535.00 feet; thence South 87 degrees 56 minutes 00 seconds West parallel with the South line of said Northeast Quarter 858.00 feet; thence North 00 degrees 49 minutes 50 seconds West 638.36 feet; thence South 87 degrees 56 minutes 00 seconds West 481.62 feet; thence South 62 degrees 50 minutes 18 seconds West 205.06 feet to the POINT OF BEGINNING of this description; thence continuing South 62 degrees 50 minutes 18 seconds West 265.00 feet; thence South 35 degrees 30 minutes 00 seconds West 478.06 feet; thence South 76 degrees 42 minutes 55 seconds West 234.22 feet to a point on a curve concave westerly, the radius point of said curve being South 76 degrees 42 minutes 55 seconds West 125.00 feet from said point; thence northwesterly along said curve 40.29 feet; to a point on said curve, the radius point of said curve being South 58 degrees 14 minutes 46 seconds West 125.00 feet from said point; thence South 58 degrees 14 minutes 46 seconds West 95.86 feet; thence South 00 degrees 49 minutes 50 seconds East 394.43 feet; thence South 87 degrees 56 minutes 00 seconds West 35.01 feet; thence South 02 degrees 04 minutes 00 seconds East 145.00 feet; to the South line of said Northeast Quarter; thence South 87 degrees 56 minutes 00 seconds West along said South line 218.18 feet; thence North 00 degrees 49 minutes 50 seconds West parallel with the East line of said Northeast Quarter 1373.92 feet to a point on the South line of the plat of Speedway Woods, Section 1, as per plat thereof recorded as Instrument # 94-0127600 in the Office of the Recorder of Marion County, Indiana; thence easterly and northerly along the southerly and easterly boundaries of said plat by the following eight (8) courses; North 89 degrees 10 minutes 10 seconds East 262.52 feet; South 84 degrees 07 minutes 15 seconds East 171.17 feet; South 53 degrees 36 minutes 28 seconds East 132.43 feet; North 89 degrees 10 minutes 10 seconds East 198.81 feet; North 09 degrees 13 minutes 20 seconds East 116.23 feet; North 10 degrees 31 minutes 20 seconds West 126.47 feet; North 50 degrees 34 minutes 50 seconds West 131.31 feet; North 37 degrees 25 minutes 10 seconds East 35.51 feet; South 52 degrees 34 minutes 50 seconds East 25.00 feet; North 37 degrees 25 minutes 10 seconds East 50.00 feet; thence South 52 degrees 34 minutes 50 seconds East 43.03 feet to a point of curvature of a curve concave Northeasterly, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 200.00 feet from said point; thence Southeasterly along said curve 49.47 feet to the point of tangency of said curve; the radius point of said curve being North 23 degrees 14 minutes 55 seconds East 200.00 feet from said point; thence South 66 degrees 45 minutes

EXHIBIT "B"

Page 1

05 seconds East 60.02 feet to a point on a curve concave southeasterly, the radius point of said curve being South 61 degrees 00 minutes 44 seconds East 250.00 feet from said point; thence northeasterly along said curve 25.33 feet to a point on said curve, the radius point of said curve being South 55 degrees 12 minutes 26 seconds East 250.00 feet from said point; thence South 55 degrees 12 minutes 26 seconds East 50.00 feet; thence South 29 degrees 24 minutes 53 seconds East 135.16 feet; thence South 54 degrees 13 minutes 39 seconds West 75.00 feet; thence South 35 degrees 07 minutes 37 seconds East 355.00 feet to the place of beginning containing 19.03 acres, more or less.

Land Description
Speedway Woods Section 3

A PART OF N1/2 1/4, SEC. 1, TWP. 15 N, RANGE 2 E
MARION COUNTY, IN. SPEEDWAY WOODS SUBDIVISION

Commencing at the Southeast corner of said Northeast Quarter; thence North 00 degrees 49 minutes 50 seconds West along the East line of said Northeast Quarter 535.00 feet; thence South 87 degrees 56 minutes 00 seconds West parallel with the South line of said Northeast Quarter 858.00 feet; thence North 00 degrees 49 minutes 50 seconds West 638.36 feet; thence South 87 degrees 56 minutes 00 seconds West 481.62 feet; thence South 62 degrees 50 minutes 18 seconds West 205.06 feet to a point on an eastern boundary of Speedway Woods, Section 2, as per plat thereof recorded as Instrument #94-0127603 in the Office of the Recorder of Marion County, Indiana; thence southwesterly and southerly along said plat by the following eight (8) courses: 1) South 62 degrees 50 minutes 18 seconds West 265.00 feet; 2) South 35 degrees 30 minutes 00 seconds West 478.06 feet to the POINT OF BEGINNING of this description; 3) South 76 degrees 42 minutes 55 seconds West 234.22 feet to a point on a curve concave westerly, the radius point of said curve being South 76 degrees 42 minutes 55 seconds West 125.00 feet from said point; 4) north westerly along said curve 40.29 feet; to a point on said curve, the radius point of said curve being South 58 degrees 14 minutes 46 seconds West 125.00 feet from said point; 5) South 58 degrees 14 minutes 46 seconds West 95.86 feet; 6) South 00 degrees 49 minutes 50 seconds East 394.43 feet; 7) South 87 degrees 56 minutes 00 seconds West 35.01 feet; 8) South 02 degrees 04 minutes 00 seconds East 145.00 feet to the South line of said Northeast Quarter; thence North 87 degrees 56 minutes 00 seconds East along said South line 606.56 feet; thence North 00 degrees 49 minutes 50 seconds West 175.04 feet; thence North 35 degrees 30 minutes 00 seconds East 54.62 feet; thence North 54 degrees 30 minutes 00 seconds West 446.00 feet; thence North 35 degrees 30 minutes 00 seconds East 131.94 feet to the place of beginning, containing 6.176 acres, more or less.

EXHIBIT "C"

Land Description
Speedway Woods Section 4
PT OF N/E 1/4 SEC. 1 TWP 15 N, R 2 E, MARION
COUNTY, IN. SPEEDWAY WOODS SUBDIVISION

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 36 minutes 15 seconds West along the North line of said Northeast Quarter 2543.81 feet to a point being the Northwest corner of a tract of land conveyed to the City of Indianapolis in a deed recorded as Instrument No. 65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following three (3) courses: (1) South 01 degrees 23 minutes 00 seconds East 38.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 63.02 feet to the POINT OF BEGINNING of this description, said point also being the Northeast corner of Lot 61 in Speedway Woods, Section 1, as per plat thereof recorded as Instrument #94-0127600 in the Office of the Recorder of Marion County, Indiana; thence southerly along the eastern boundary of said plat by the following seven (7) courses: 1) South 10 degrees 34 minutes 50 seconds East 299.15 feet; 2) South 79 degrees 25 minutes 10 seconds West 70.00 feet; 3) South 10 degrees 34 minutes 50 seconds East 50.68 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 79 degrees 25 minutes 10 seconds West 175.00 feet from said point; 4) thence southerly along said curve 56.43 feet to the point of tangency of said curve, the radius point of said curve being North 82 degrees 06 minutes 18 seconds West 175.00 feet from said point; 5) South 07 degrees 53 minutes 42 seconds West 102.25 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 82 degrees 06 minutes 18 seconds East 175.00 feet from said point; 6) southerly along said curve 184.71 feet to the point of tangency of said curve, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 175.00 feet from said point; 7) South 52 degrees 34 minutes 50 seconds East 95.96 feet to a point on a northeastern boundary of Speedway Woods, Section 2, as per plat thereof recorded as Instrument #94-0127603 in the Office of the Recorder of Marion County, Indiana; thence southeasterly along said plat boundary by the following seven (7) courses: 1) continuing South 52 degrees 34 minutes 50 seconds East 43.03 feet to a point of curvature of a curve concave Northeasterly, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 200.00 feet from said point; 2) thence Southeasterly along said curve 49.47 feet to the point of tangency of said curve; the radius point of said curve being North 23 degrees 14 minutes 55 seconds East 200.00 feet from said point; 3) South 66 degrees 45 minutes 05 seconds East 60.02 feet to a point on a curve concave southeasterly, the radius point of said curve being South 61 degrees 00 minutes 44 seconds East 250.00 feet from said point;

4) thence northeasterly along said curve 25.33 feet to a point on said curve, the radius point of said curve being South 55 degrees 12 minutes 26 seconds East 250.00 feet from said point; 5) South 55 degrees 12 minutes 26 seconds East 50.00 feet; 6) South 29 degrees 24 minutes 53 seconds East 135.16 feet; 7) South 54 degrees 13 minutes 39 seconds West 75.00 feet; 8) South 35 degrees 07 minutes 37 seconds East 355.00 feet; thence North 62 degrees 50 minutes 18 seconds East 205.06 feet; thence North 87 degrees 56 minutes 00 seconds East 120.00 feet; thence North 20 degrees 53 minutes 28 seconds West 415.46 feet; thence North 16 degrees 55 minutes 10 seconds East 50.00 feet; thence North 73 degrees 04 minutes 50 seconds West 38.80 feet; thence North 28 degrees 35 minutes 00 seconds West 428.67 feet; thence North 16 degrees 04 minutes 00 seconds West 261.05 feet to a point on the southern boundary of the aforesaid tract of land conveyed to the City of Indianapolis; thence North 16 degrees 04 minutes 00 seconds West along said southern boundary 77.00 feet; thence North 86 degrees 20 minutes 00 seconds West along said southern boundary 355.78 feet to the place of beginning, containing 12.133 acres, more or less.

5

Cross Reference
95-0101562

AMENDED AND RESTATED
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
SPEEDWAY WOODS

THIS SUPPLEMENTAL DECLARATION of Covenants, Conditions and Restrictions of Speedway Woods ("Supplemental Declaration") is made this 4th day of August, 1995 by Western America Real Estate, Inc., an Indiana corporation (the "Developer").

Recitals

1. Developer has developed a subdivision known as Speedway Woods, Sections 1 and 2 (Sections 1 and 2), the plats of which were recorded in the Office of the Recorder of Marion County, Indiana on August 18, 1994 as Instrument Nos. 94-0127600 and 94-0127603.

2. Developer subjected Sections 1 and 2 to a Declaration of Covenants, Conditions and Restrictions of Speedway Woods ("Declaration") by recording said Declaration in the Office of the Recorder of Marion County, Indiana on August 18, 1994 as Instrument No. 94-0127602.

3. The Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment") which Amendment was recorded in the Office of the Recorder of Marion County, Indiana, on March 13, 1995, as Instrument No. 95-0028390.

4. The Declaration, as amended, provides in paragraph 12.7 for the annexation of land adjacent to the land subjected to the Declaration to be subjected to the Declaration by execution and recordation of Supplemental Declarations by Developer.

5. Developer is the owner of the real estate described in Exhibit "A" attached hereto and made a part hereof; said real estate is adjacent to the real estate described in the Declaration, as amended; Developer intends to plat the real estate described in Exhibit "A" hereto as Sections 3 and 4 of Speedway Woods (said real estate being hereinafter referred to as "Sections 3 and 4").

NOW, THEREFORE, pursuant to the Declaration, Developer, by execution and recordation of this Supplemental Declaration, does hereby subject Sections 3 and 4 to all of the terms and conditions of the Declaration which Declaration, as amended, is hereby incorporated herein by reference.

09/06/95 03:15PM JOAN N. ROMERIL MARION CTY RECORDER CJP 18.00 PAGES: 5

Inst # 1995-0110299

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

WESTERN AMERICA REAL ESTATE, INC.
an Indiana corporation

By *Robert A. Borns, Pres.*
Robert A. Borns, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for the State of Indiana, personally appeared Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods.

Witness my hand and Notarial Seal this 4th day of AUGUST, 1995.

C. Willis Adams, III
Notary Public
Printed C. Willis Adams, III

My Commission Expires:
8/29/98
County of Residence:
MARION

WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED
Date: aug. 17 1995
By: *Charles R. Spears*
CHARLES R. SPEARS
ASSESSOR



This instrument prepared by James W. Beatty, Landman & Beatty, 1150 Market Square Center, 151 North Delaware Street, Indianapolis, Indiana 46204-2518, (317) 236-1040.

SPEEDWAY WOODS
SECTION 3

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence North 00 degrees 49 minutes 50 seconds West along the East line of said Northeast Quarter 535.00 feet; thence South 87 degrees 56 minutes 00 seconds West parallel with the South line of said Northeast Quarter 858.00 feet; thence North 00 degrees 49 minutes 50 seconds West 638.36 feet; thence South 87 degrees 56 minutes 00 seconds West 481.62 feet; thence South 62 degrees 50 minutes 18 seconds West 205.06 feet to a point on an eastern boundary of Speedway Woods, Section 2, as per plat thereof recorded as Instrument #94-0127603 in the Office of the Recorder of Marion County, Indiana; thence southwesterly and southerly along said plat by the following eight (8) courses: 1) South 62 degrees 50 minutes 18 seconds West 265.00 feet; 2) South 35 degrees 30 minutes 00 seconds West 478.06 feet to the POINT OF BEGINNING of this description; 3) South 76 degrees 42 minutes 55 seconds West 234.22 feet to a point on a curve concave westerly, the radius point of said curve being South 76 degrees 42 minutes 55 seconds West 125.00 feet from said point; 4) north westerly along said curve 40.29 feet; to a point on said curve, the radius point of said curve being South 58 degrees 14 minutes 46 seconds West 125.00 feet from said point; 5) South 58 degrees 14 minutes 46 seconds West 95.86 feet; 6) South 00 degrees 49 minutes 50 seconds East 394.43 feet; 7) South 87 degrees 56 minutes 00 seconds West 35.01 feet; 8) South 02 degrees 04 minutes 00 seconds East 145.00 feet to the South line of said Northeast Quarter; thence North 87 degrees 56 minutes 00 seconds East along said South line 606.56 feet; thence North 00 degrees 49 minutes 50 seconds West 175.04 feet; thence North 35 degrees 30 minutes 00 seconds East 54.62 feet; thence North 54 degrees 30 minutes 00 seconds West 446.00 feet; thence North 35 degrees 30 minutes 00 seconds East 131.94 feet to the place of beginning, containing 6.176 acres, more or less.

SPEEDWAY WOODS
SECTION 4

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 88 degrees 36 minutes 15 seconds West along the North line of said Northeast Quarter 2543.81 feet to a point being the Northwest corner of a tract of land conveyed to the City of Indianapolis in a deed recorded as Instrument No. 65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following three (3) courses: (1) South 01 degrees 23 minutes 00 seconds East 38.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 63.02 feet to the POINT OF BEGINNING of this description, said point also being the Northeast corner of Lot 61 in Speedway Woods, Section 1, as per plat thereof recorded as Instrument #94-0127600 in the Office of the Recorder of Marion County, Indiana; thence southerly along the eastern boundary of said plat by the following seven (7) courses: 1) South 10 degrees 34 minutes 50 seconds East 299.15 feet; 2) South 79 degrees 25 minutes 10 seconds West 70.00 feet; 3) South 10 degrees 34 minutes 50 seconds East 50.68 feet to the point of curvature of a curve concave westerly, the radius point of said curve being South 79 degrees 25 minutes 10 seconds West 175.00 feet from said point; 4) thence southerly along said curve 56.43 feet to the point of tangency of said curve, the radius point of said curve being North 82 degrees 06 minutes 18 seconds West 175.00 feet from said point; 5) South 07 degrees 53 minutes 42 seconds West 102.25 feet to the point of curvature of a curve concave easterly, the radius point of said curve being South 82 degrees 06 minutes 18 seconds East 175.00 feet from said point; 6) southerly along said curve 184.71 feet to the point of tangency of said curve, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 175.00 feet from said point; 7) South 52 degrees 34 minutes 50 seconds East 95.96 feet to a point on a northeastern boundary of Speedway Woods, Section 2, as per plat thereof recorded as Instrument #94-0127603 in the Office of the Recorder of Marion County, Indiana; thence southeasterly along said plat boundary by the following seven (7) courses: 1) continuing South 52 degrees 34 minutes 50 seconds East 43.03 feet to a point of curvature of a curve concave Northeasterly, the radius point of said curve being North 37 degrees 25 minutes 10 seconds East 200.00 feet from

JOHN P. VON ARX
MARION COUNTY RECORDER

155334 AUG 26 1996

OFFICE OF THE RECORDER
MARION COUNTY, INDIANA
SUBJECT: DEED, CONVEYANCE
FOR TRANSFER

3
Cross References

94-0127602

95-0028390

95-0101562

95-0105268

95-0110299

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,

CONDITIONS AND RESTRICTIONS OF

SPEEDWAY WOODS

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPEEDWAY WOODS ("Second Supplemental Declaration") is made this 30th day of May, 1996, by Western America Real Estate, Inc., an Indiana corporation (the "Developer").

Recitals

1. Developer has developed a subdivision known as Speedway Woods, Section 1 and 2 ("Sections 1 and 2"), the plats of which were recorded in the Office of the Recorder of Marion County, Indiana, on August 18, 1994 as Instrument Nos. 94-0127500 and 94-0127603, respectively.
2. Developer subjected Sections 1 and 2 to a Declaration of Covenants, Conditions and Restrictions of Speedway Woods ("Declaration") by recording said Declaration in the Office of the Recorder of Marion County, Indiana, on August 18, 1994 as Instrument No. 94-0127602.
3. The Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment"), which Amendment was recorded in the Office of the Recorder of Marion County, Indiana, on March 13, 1995, as Instrument No. 95-0028390.
4. Developer has developed a subdivision known as Speedway Woods, Sections 3 and 4 ("Sections 3 and 4"), the plats of which were recorded in the Office of the Recorder of Marion County, Indiana, on August 17, 1995 as Instrument Nos. 95-0101563 and 95-0101565, respectively.
5. Developer subjected Sections 3 and 4 to the Declaration, as amended, by a Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods ("Supplemental Declaration") by recording said Supplemental Declaration in the Office of the Recorder of Marion County, Indiana, on August 17, 1995, as Instrument No. 95-0101562 (which Supplemental Declaration was amended and restated by an Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods and recorded in the Office of the Recorder of Marion County, Indiana, on September 6, 1995, as Instrument No. 95-0110299).

08/26/96 02:32PM JOAN N. ROBERTL MARION CTY RECORDER GAN 18.00 PAGES: 3
Inst # 1996-0117581

6. The Declaration, as amended, provides in paragraph 12.7 for the annexation of land adjacent to the land subjected to the Declaration to be subjected to the Declaration by execution and recordation of Supplemental Declarations by Developer.

7. Developer is the owner of the real estate described in Exhibit "A" attached hereto and made a part hereof; said real estate is adjacent to real estate described in the Declaration, as amended; Developer intends to plat the real estate described in Exhibit "A" hereto as Section 5 of Speedway Woods (said real estate being hereinafter referred to as "Section 5").

NOW, THEREFORE, pursuant to the Declaration, Developer, by execution and recordation of this Second Supplemental Declaration, does hereby subject Section 5 to all of the terms and conditions of the Declaration which Declaration, as amended, is hereby incorporated herein by reference.

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

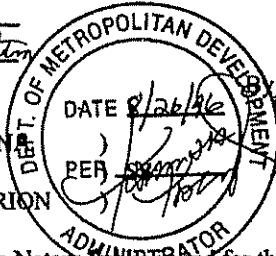
WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED

WESTERN AMERICA REAL ESTATE, INC.
an Indiana corporation

Date: May 26, 1996

By: Charles R. Spears

CHARLES R. SPEARS
ASSESSOR
STATE OF INDIANA
COUNTY OF MARION



Robert A. Borns, Pres.
Robert A. Borns, President

Before me, a Notary Public and for the State of Indiana, personally appeared Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Second Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods.

WITNESS my hand and Notarial Seal this 30th day of May, 1996.

My Commission Expires:
8/29/98

C. Willis Adams, Jr.
Printed C. Willis Adams, Jr. Notary Public

County of Residence:
MARION

This instrument prepared by James W. Beatty, Landman & Beatty, 1150 Market Square Center, 151 North Delaware Street, Indianapolis, IN 46204-2518, (317) 236-1040.

SPEEDWAY WOODS

SECTION 5

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter Section; thence South 88 degrees 36 minutes 15 seconds West (assumed bearing) along the North line of said Northeast Quarter Section 2543.81 feet to a point being on the Northwest corner of a tract of land conveyed to the City of Indianapolis in a Deed recorded as Instrument #65-58267 in the Office of the Recorder of Marion County, Indiana; thence along the western and southern boundaries of said tract of land by the following 5 courses; (1) South 01 degrees 23 minutes 00 seconds East 38.60 feet; (2) South 56 degrees 05 minutes 00 seconds East 552.29 feet; (3) South 86 degrees 20 minutes 00 seconds East 418.80 feet to the Northeast corner of Speedway Woods, Section 4 recorded as Instrument #95-101565 in the Office of the Recorder of Marion County, Indiana; (4) South 16 degrees 04 minutes 00 seconds East along the East boundary line of said Speedway Woods, Section 4, 77.00 feet to the POINT OF BEGINNING of this description; (5) South 80 degrees 14 minutes 00 seconds East 807.74 feet to the Southwest corner of a tract of land conveyed to the City of Indianapolis in a Deed recorded as Instrument #65-41740 in the Office of the Recorder of Marion County, Indiana; thence South 80 degrees 09 minutes 57 seconds East along the South line of said tract 494.45 feet; thence South 09 degrees 50 minutes 03 seconds West 245.50 feet; thence South 39 degrees 29 minutes 53 seconds West 64.05 feet; thence South 72 degrees 08 minutes 02 seconds West 105.95 feet; thence South 60 degrees 54 minutes 34 seconds West 160.58 feet; thence South 51 degrees 20 minutes 18 seconds West 75.22 feet; thence North 75 degrees 53 minutes 36 seconds West 44.99 feet; thence South 09 degrees 46 minutes 00 seconds West 134.70 feet; thence South 04 degrees 25 minutes 10 seconds West 50.00 feet; thence North 85 degrees 34 minutes 50 seconds West 18.69 feet; thence South 04 degrees 25 minutes 10 seconds West 222.15 feet; thence South 87 degrees 56 minutes 00 seconds West 346.74 feet to the Southeast corner of said Speedway Woods, Section 4; the following 5 courses are along the eastern boundary of said Speedway Woods, Section 4; (1) North 20 degrees 53 minutes 28 seconds West 415.46 feet; (2) North 16 degrees 55 minutes 10 seconds East 50.00 feet; (3) North 73 degrees 04 minutes 50 seconds West 38.80 feet; (4) North 28 degrees 35 minutes 00 seconds West 428.67 feet; (5) North 16 degrees 04 minutes 00 seconds West 261.05 feet to the place of beginning, containing 17.447 acres, more or less.

EXHIBIT "A"

4

JOHN R. VON ARX
MARION COUNTY RECORDER
095904 AUG 11 1997
SUBJECT TO FIRST ACCEPTANCE
FOR TRANSFER

- ✓ Cross References
- ✓ 94-0127602
- ✓ 95-0028390
- ✓ 95-0101562
- ✓ 95-0105268
- ✓ 95-0110299
- ✓ 96-0117581

THIRD SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
SPEEDWAY WOODS

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SPEEDWAY WOODS ("Third Supplemental Declaration") is made this 15 day of July, 1997, by Western America Real Estate, Inc., an Indiana corporation (the "Developer").

Recitals

1. Developer has developed a subdivision known as Speedway Woods, Section 1 and 2 ("Sections 1 and 2"), the plats of which were recorded in the Office of the Recorder of Marion County, Indiana, on August 18, 1994 as Instrument Nos. 94-0127500 and 94-0127603, respectively.
2. Developer subjected Sections 1 and 2 to a Declaration of Covenants, Conditions and Restrictions of Speedway Woods ("Declaration") by recording said Declaration in the Office of the Recorder of Marion County, Indiana, on August 18, 1994 as Instrument No. 94-0127602.
3. The Declaration was amended by Amendment to Declaration of Covenants, Conditions and Restrictions ("Amendment"), which Amendment was recorded in the Office of the Recorder of Marion County, Indiana, on March 13, 1995, as Instrument No. 95-0028390.
4. Developer has developed a subdivision known as Speedway Woods, Sections 3 and 4 ("Sections 3 and 4"), the plats of which were recorded in the Office of the Recorder of Marion County, Indiana, on August 17, 1995 as Instrument Nos. 95-0101563 and 95-0101565, respectively.
5. Developer subjected Sections 3 and 4 to the Declaration, as amended, by a Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods ("Supplemental Declaration") by recording said Supplemental Declaration in the Office of the Recorder of Marion County, Indiana, on August 17, 1995, as Instrument No. 95-0101562 (which Supplemental Declaration was amended and restated by an Amended and Restated Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods and recorded in the Office of the Recorder of Marion County, Indiana, on September 6, 1995, as Instrument No. 95-0110299).

6. Developer has developed a subdivision known as Speedway Woods, Section 5 ("Section 5"), the plat of which was recorded in the Office of the Recorder of Marion County, Indiana, on August 26, 1996 as Instrument No. 960117582.

7. Developer subjected Section 5 to the Declaration, as amended, by a Second Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods ("Second Supplemental Declaration") by recording said Second Supplemental Declaration in the Office of the Recorder of Marion County, Indiana, on August 26, 1996, as Instrument No. 96-0117581.

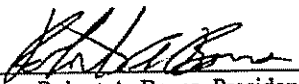
8. The Declaration, as amended, provides in paragraph 12.7 for the annexation of land adjacent to the land subjected to the Declaration to be subjected to the Declaration by execution and recordation of Supplemental Declarations by Developer.

9. Developer is the owner of the real estate described in Exhibit "A" attached hereto and made a part hereof; said real estate is adjacent to real estate described in the Declaration, as amended; Developer intends to plat the real estate described in Exhibit "A" hereto as Section 6 of Speedway Woods (said real estate being hereinafter referred to as "Section 6").

NOW, THEREFORE, pursuant to the Declaration, Developer, by execution and recordation of this Third Supplemental Declaration, does hereby subject Section 6 to all of the terms and conditions of the Declaration which Declaration, as amended, is hereby incorporated herein by reference.

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

WESTERN AMERICA REAL ESTATE, INC.
an Indiana corporation

By , President
Robert A. Borns, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Robert A. Borns, President of Western America Real Estate, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Third Supplemental Declaration of Covenants, Conditions and Restrictions of Speedway Woods.

WITNESS my hand and Notarial Seal this 15th day of July, 1997.

My Commission Expires:
May 19, 2000

Christine A. Sears
Printed Christine A. Sears Notary Public

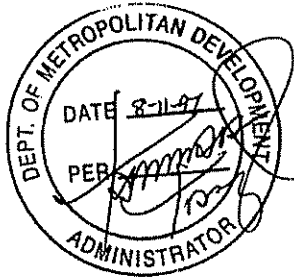
County of Residence:
Hamilton

Christine A. Sears
Notary Public, State of Indiana
Hamilton County
My Commission Expires 05/19/00

This instrument prepared by James W. Beatty, Landman & Beatty, 1150 Market Square Center, 151 North Delaware Street, Indianapolis, IN 46204-2518, (317) 236-1040.

199708.wpd

WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED
Date: Aug. 12, 1997
By: Charles R. Spears
CHARLES R. SPEARS
ASSESSOR



SPEEDWAY WOODS

SECTION 6

A part of the Northeast Quarter of Section 1, Township 15 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Northeast Quarter; thence North 00 degrees 49 minutes 50 seconds West along the East line of said Quarter Section 535.00 feet to the POINT OF BEGINNING; thence South 87 degrees 56 minutes 00 seconds West 858.00 feet; thence North 00 degrees 49 minutes 50 seconds West 638.36 feet; thence South 87 degrees 56 minutes 00 seconds West 14.88 feet to the Southeast corner of Speedway Woods, Section 5 recorded as Instrument No. 960117582 in the Office of the Recorder of Marion County, Indiana; the following ten (10) courses are along the Eastern Boundary of said Speedway Woods, Section 5; (1) North 04 degrees 25 minutes 10 seconds East 222.15 feet; (2) South 85 degrees 34 minutes 50 seconds East 18.69 feet; (3) North 04 degrees 25 minutes 10 seconds East 50.00 feet; (4) North 09 degrees 46 minutes 00 seconds East 134.70 feet; (5) South 75 degrees 53 minutes 36 seconds East 44.99 feet; (6) North 51 degrees 20 minutes 18 seconds East 75.22 feet; (7) North 60 degrees 54 minutes 34 seconds East 160.58 feet; (8) North 72 degrees 08 minutes 02 seconds East 105.95 feet; (9) North 39 degrees 29 minutes 53 Seconds East 64.05 feet; (10) North 09 degrees 50 minutes 03 seconds East 245.50 feet to the Northeast corner of Speedway Woods, Section 5; thence South 80 degrees 09 minutes 57 seconds East 71.12 feet; thence South 68 degrees 49 minutes 28 seconds East 325.73 feet to a point on the East line of said Quarter Section; thence South 00 degrees 49 minutes 50 seconds East along said East line 1317.71 feet to the place of beginning, containing 24.344 acres, more or less.

EXHIBIT "A"
