

64-46872

C19,00

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 8th day of September, 1964 by J & L REALTY, INC., an Indiana corporation (hereinafter referred to as "Declarant").

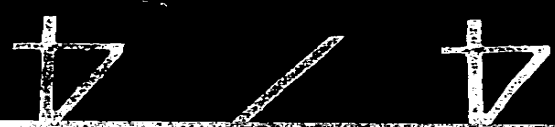
W I T N E S S E T H :

WHEREAS, Declarant is the owner of the real property, hereinafter described in Article II and desires to create thereon a residential community with permanent parks, playgrounds, open spaces, and other common facilities for the benefit of the community; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in said community and for the maintenance of said parks, playgrounds, open spaces and other common facilities and, to this end, desires to subject the real property described in Article II (together with such additions as may hereafter be annexed thereto, as provided in Article II) to certain covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to establish a corporation to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

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WHEREAS, Declarant, contemporaneously herewith, has caused to be incorporated under the laws of the State of Indiana, a not for profit corporation, TARA TOWNHOUSE ON THE GREEN CORPORATION, for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, J & L REALTY, INC., declares that the real property described in Article II, and such additions thereto as may hereafter be annexed pursuant to such Article, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Corporation" shall mean and refer to the TARA TOWNHOUSE ON THE GREEN CORPORATION.

(b) "The Properties" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.

(c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.

(d) "Lot" shall mean and refer to any parcel of land so designated on the recorded subdivision plats of The Properties but shall not include the Common Properties as heretofore defined.

(e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family.

(f) "Multi-Family Structure" shall mean and refer to any building containing two or more Dwelling Units under one roof.

(g) "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title to any Lot situated upon The Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure proceedings or any other proceeding in lieu of foreclosure.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Existing Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in Marion County, Indiana, and is more particularly described as follows:

Part of the East Half of the Southeast Quarter of Section 24, Township 16 North, of Range 2 East in Marion County, Indiana, being more particularly described as follows;

Beginning at the Northeast corner of said Half

Quarter Section, running thence south 00 degrees 01 minutes 48 seconds East upon and along the East line of said Half Quarter Section a distance of 675.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West and parallel with the North line of said Half Quarter Section a distance of 364.33 feet to a point; running thence North 00 degrees 12 minutes 35 seconds West a distance of 90.00 feet to a point; running thence North 89 degrees 47 minutes 25 seconds East a distance of 40.55 feet to a point; running thence North 00 degrees 12 minutes 35 seconds West a distance of 170.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West a distance of 12.0 feet to a point; running thence North 00 degrees 12 minutes 35 seconds West a distance of 255.0 feet to a point; running thence North 89 degrees 47 minutes 25 seconds East a distance of 5.00 feet to a point; running thence North 00 degrees 12 minutes 35 seconds West a distance of 160.00 feet to a point on the North line of said Half Quarter Section a distance of 991.81 feet North 89 degrees 47 minutes 25 seconds East of the Northwest corner of said Half Quarter Section; running thence North 89 degrees 47 minutes 25 seconds East upon and along said North line a distance of 332.90 feet to the place of beginning, containing 5.214 acres, more or less. Also beginning at a point on the North line of the East Half of said Quarter Section a distance of 650.00 feet North 89 degrees 47 minutes 25 seconds East of the Northwest corner of the East Half of said Quarter Section; running thence North 89 degrees 47 minutes 25 seconds East upon and along the North line of said Half Quarter Section a distance of 341.81 feet to a point; (said point being 332.90 feet South 89 degrees 47 minutes 25 seconds West of the Northeast corner of said Half Quarter Section); running thence South 00 degrees 12 minutes 35 seconds East a distance of 160.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West a distance of 5.00 feet to a point; running thence South 00 degrees 12 minutes 35 seconds East a distance of 255.00 feet to a point; running thence North 89 degrees 47 minutes 25 seconds East a distance of 12.00 feet to a point; running thence South 00 degrees 12 minutes 35 seconds East a distance of 170.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West a distance of 40.55 feet to a point; running thence North 00 degrees 12 minutes 35 seconds East a distance of 90.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West a distance of 309.97 feet to a point; running thence North 00 degrees 03 minutes 52 seconds West and parallel to the East line of said Half Quarter Section a distance of 675.00 feet to the place of beginning, containing 5.238 acres more or less.

all of which real property shall hereinafter be referred to as "Existing Property".

Section 2. Easement to Owner. Declarant hereby grants an easement in favor of each Owner for the use, enjoyment, and benefit of the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every Lot.

Section 3. Covenant to Convey. Declarant hereby covenants and declares that all of the Existing Property which is not included in the definition of "Lot" is to be conveyed to the Corporation on or before December 31st, 1964 by a good and sufficient Warranty Deed free and clear of all liens and encumbrances except the lien of current taxes and easements and restrictions of record.

Section 4. Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Upon approval in writing of the Corporation pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who is desirous of adding it to the jurisdiction of the Corporation, may file of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property. Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different

character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the Existing Property.

(b) Upon a merger or consolidation of the Corporation with another corporation as provided in its Articles of Incorporation, the Corporation's rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Corporation as a surviving corporation. The surviving or consolidated corporation may enforce and administer the covenants and restrictions established by this Declaration with the Existing Property except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every person who is a record owner of a fee simple interest in any Lot which is part of The Properties, and which is subject by covenants of record to assessment by this Corporation, shall be a member of the Corporation, provided that any such person who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Corporation shall have two classes of voting membership:

Class A. Class A members shall be all owners as defined in this Article III, Section 1, with the exception of J & L REALTY, INC. Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article III, Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be members, and the vote for such Lot shall be exercised as they may determine. In no event however, shall more than one vote be cast with respect to any such Lot.

Class B. The Class B member shall be J & L REALTY, INC., which member shall be entitled to one vote for each Lot in which it holds the interest required for membership by this Article III, Section 1, provided, however, that the Class B membership shall be cancelled and cease to exist two years after the date of incorporation.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned by it within The Properties, hereby covenants and agrees, and each purchaser of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay the Corporation:

- (1) annual assessments or charges;
 - (2) special assessments for capital improvements,
- such assessments to be fixed, established and collected from

time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof, as hereinafter provided, shall be a charge and continuing lien upon the Lot, together with the improvements thereon, against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person who is the Owner of such property at the time the assessment is due.

Section 2. Purpose of Assessments. The assessments levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties, for the improvement and maintenance of property, services and facilities devoted to such purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties. This shall include, but not be limited to, the payment of taxes and insurance for the Common Properties, grass cutting, yard maintenance, repair, replacement and improvement of the Common Properties, and to the cost of labor, equipment, materials, management and supervision of the Common Properties. The assessments shall also be for the purpose of providing such municipal services including, but not limited to, trash and garbage pickup, which are not provided by the local municipal authorities and for such items of repair, maintenance and alteration of The Properties and/or the individual Dwelling Units as the Board of Directors

may, by appropriate action, from time to time, authorize.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1967 the annual assessment shall be Seventy-two Dollars (\$72.00) per Lot. From and after January 1, 1967 the annual assessment may be increased by vote of the Owners, as hereinafter provided in Section 5 hereof, for the next succeeding two (2) years, and at the end of such two-year period, and each two-year period thereafter, for each succeeding period of two (2) years.

The Board of Directors of the Corporation may, after consideration of current maintenance costs and future needs of the Corporation, fix the actual assessment for any year at a lesser amount.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any calendar year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which meeting shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments.

Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Corporation may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which meeting shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Corporation is authorized to participate under its Articles of Incorporation and under Article II, Section 4 hereof.

Section 6. Quorum for Any Action Authorized Under Sections 4 and 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence of members, or of proxies, entitled to cast sixty (60) percent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not attained at any such meeting, another meeting may be called, subject to the notice requirements set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than

sixty (60) days following such preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the date fixed by the Board of Directors of the Corporation to be the date of commencement.

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year. Although such assessments shall be due and payable as of a fixed date, the Board of Directors of the Corporation may permit such assessments to be paid in monthly installments.

The amount of the annual assessment which may be levied for the period remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction in the amount of the assessment shall apply to the first assessment levied against any property which is hereafter added to the properties now subject to assessment at a time other than the beginning of any assessment period.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Duties of the Board of Directors. The Board of Directors of the Corporation shall fix the date of commencement and the amount of the assessment against each Lot for each

assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent out to every Owner subject thereto.

The Corporation shall upon demand at any time furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Corporation, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 9. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation.

If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 7 hereof), then the entire unpaid assessment shall become delinquent and shall become together with such interest thereon and cost of collection thereof, as hereinafter provided, a continuing lien on the relevant property, binding upon the then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest

from the date of delinquency at the rate of 8% per annum, and the Corporation may bring an action at law against the owner personally obligated to pay the same or to foreclose the lien against the property, or both, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 11. "Junior Lien" Provision. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate

to affect or impair the lien hereof, except that the lien hereof for said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust; and the foreclosure purchaser or deed in lieu grantee shall take title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the date of foreclosure or deed given in lieu of foreclosure.

ARTICLE V

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as part of the original construction of the homes upon The Properties and placed on the dividing line between the Lots shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and of liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and, if the other Owners thereafter make use of the wall, they shall

contribute to the cost of restoration thereof in proportion to such use, without prejudice, however, to the right of any such owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

Section 5. Right to Contribution Runs With Land. The right of an Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VI

PARKING SPACE

One parking space shall be assigned by the Corporation to each Dwelling Unit.

ARTICLE VII

ARCHITECTURAL CONTROL COMMITTEE

No exterior additions or alterations to any building situated upon The Properties, nor changes in fences, hedges, walls and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing, as

to harmony of external design and location in relation to surrounding structures and topography, by an architectural committee composed of the Board of Directors of the Corporation, or by three or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, or, in any event, if no suit to enjoin the addition, alteration or change has been commenced prior to the completion thereof, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to this Article.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by TARA TOWNHOUSE ON THE GREEN CORPORATION, or the Owner of any land subject to this declaration, their respective legal representatives, heirs, successors and assigns, for a term of 35 years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots (each Lot having one vote) has been

recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 2. Enforcement. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, and may be a proceeding to restrain violation or to recover damages or against the land to enforce any lien created by these covenants; and failure by TARA TOWNHOUSE ON THE GREEN CORPORATION or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no manner affect or invalidate any of the other provisions, which other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, J & L REALTY, INC., has caused this document to be executed by its duly authorized officers the day, month and year first stated above.

J & L REALTY, INC.

By William P. Jennings
President

(SEAL)

ATTEST

Robert H. Smith
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, Carolyn England, a Notary Public
in and for said County and State, personally appeared William
P. Jennings and Robert D. Park, President and Secretary,
respectively, of J & L REALTY INC., and severally acknowledge
the execution of the foregoing Declaration of Covenants and
Restrictions.

WITNESS my hand and seal this 8th day of September
1964.

Carolyn England
Notary Public
CAROLYN ENGLAND

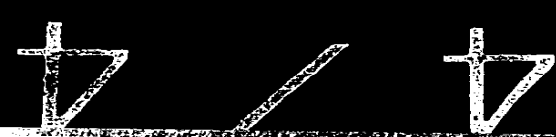
My Commission Expires:

February 19, 1967

THIS INSTRUMENT PREPARED BY
Clarence H. Doninger



RECEIVED FOR RECORD
1964 SEP 11 PM 2:51
MARGA M. HAYTHORPE
RECORDER OF MARION COUNTY



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AMENDMENTS TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS

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THESE AMENDMENTS TO DECLARATIONS OF COVENANTS AND RESTRICTIONS made this 16 day of JANUARY, 1995, by Tara Townhouse on the Green Corporation, an Indiana corporation (hereinafter referred to as "the Declarant").

WITNESSETH:

WHEREAS, J & L Realty, Inc. recorded Declarations of Covenants and Restrictions dated September 8, 1964, on September 11, 1964, as Document 964-46877 (the "Declarations"), pertaining to certain real estate more specifically described in Exhibit A attached hereto and hereby made a part hereof (the "Properties");

WHEREAS, Declarant is the governing Home Owners Association for that portion of the property identified in the Declarations as the "Common Properties" (as defined in the Declarations);

WHEREAS, the Declarant has duly taken action modifying the Declarations; and

WHEREAS, the majority of the owners of the lots comprising the Property has agreed to change said Declarations.

NOW, THEREFORE, Tara Townhouse on the Green Corporation, declares that the Declarations of Covenants and Restrictions applicable to the property described in Exhibit A attached hereto should be hereinafter modified as follows:

- 1. Article IV should be amended by adding to said Article the following:

"Section 12. Maintenance of Lots and Improvements.

Except to the extent such maintenance shall be the responsibility of the Corporation under any of the foregoing provisions of this Declaration of Covenants and

IN 20 25 REGISTER JOHN W. REMSEL CARSON CIV REGISTER 200 10.00 PAGE 11

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Restrictions, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner satisfactory to the Corporation, the Corporation, 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 repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a Special Assessment against such Lot, any Dwelling Unit located upon said Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration of Covenants and Restrictions for the collection and enforcement of assessments in general. Neither the Corporation nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 13. Damage to Common Properties.

In the event of damage to or destruction of any part of the Common Properties or any improvements which the Corporation is required to maintain hereunder, the Corporation shall repair or replace the same from the insurance to the extent of the availability of such insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Corporation may make a Special Assessment against all Owners to cover the

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additional cost of repair or replacement not covered by the insurance proceeds or against such Owners who benefit by the Special Assessment if less than all benefit. Notwithstanding any obligation or duty of the Corporation hereunder to repair or maintain the Common Properties, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Properties, or if maintenance, repairs or replacements shall be required thereby which would otherwise be an expense paid by the Corporation, then the Corporation 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 Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner and his Dwelling Unit and/or Lot, to be collected and enforced in the manner provided in this Declaration of Covenants and Restrictions for the collection and enforcement of assessments in general."

2. Article VI shall be deleted in its entirety and the following shall be inserted in lieu thereof:

"Section I.

One parking space assigned by Corporation to each Tara Unit.

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Section 2.

No vehicle, car, truck or motorcycle, under any circumstances will be allowed to park or stand on the sidewalks or grassy areas of Tara.

Section 3.

Motor vehicles shall not be driven in excess of 10 mph on either Tara Lane or Ashley Lane.

Section 4.

Any vehicle in a "V" spot which appears inoperable in any manner (flat tire, etc.) or appears to be abandoned is subject to ticket and tow after 72 hours.

Section 5.

Vehicles owned by residents shall be parked in the owners numbered space. This space carries the same number as their condominium or townhouse. Any additional cars owned by residents should be parked in "V" spots.

Section 6.

Vehicles owned by non-residents shall be parked only in spaces designated "V", not in numbered spaces.

Section 7.

Motor vehicles shall not be parked in such a manner as to prevent the full use of any other parking space or obstruct the movement of other vehicles through the addition.

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Section 8.

Only autos, jeeps, RV's, motorcycles and trucks no larger than a 1/2 ton may be parked in the Tara addition. This excludes trucks making delivery of goods and/or in the addition on temporary business calls, i.e. plumbing or other maintenance calls.

Section 9.

Other than EMERGENCY vehicles, no other vehicle may stop and/or park in the areas designated by yellow painted curbs and areas designated as FIRE LANES and posted as such. Any vehicle parked or stopped in these areas is subject to ticket and tow."

3. The Declarations and Covenants of Restrictions dated September 8, 1964 should remain in full force and effect except as modified as herein.

IN WITNESS WHEREOF, Declarant, Tara Townhouse on the Green Corporation, has caused this document to be executed by its duly authorized officer on the day and year first above written.

ATTEST:

TARA TOWNHOUSE ON THE GREEN CORPORATION

Serothy Marshall
Secretary Pro Tem
SEROTHY MARSHALL

By: Chester F Marshall
President
CHESTER F MARSHALL

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I, the undersigned, a Notary Public of the State of Indiana, do hereby certify that Chester Marshall and Barbara Marshall *per Jon* personally known to me to be the President and Secretary of Tara Townhouse on the Green Corporation, subscribed to the foregoing instrument, appeared before me this 18th day of November, 1995, 1994, in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act as such officers thereof, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Stephen W. Tiffany
Notary Public

Printed Name: Stephen W. Tiffany

My Commission Expires: 9-16-95

County of Residence: Marion

This Instrument Prepared By:

Robert L. Trierweiler, #882-10
Attorney at Law
JENSEN & TRIERWEILER
7222 North Shadeland Avenue
Suite 101
Indianapolis, IN 46250
(317) 849-5834
(317) 849-5974 (Fax)

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The following described real estate located in Marion County, Indiana:

Part of the East Half of the Southeast Quarter of Section 24,
Township 16 North, of Range 2 East in Marion County, Indiana,
being more particularly described as follows:

Beginning at the Northeast corner of said Half Quarter Section,
running thence South 00 degrees 01 minutes 48 seconds East upon
and along the East line of said Half Quarter Section a distance
of 675.00 feet to a point; running thence South 89 degrees 47
minutes 25 seconds West and parallel with the North line of said
Half Quarter Section a distance of 364.33 feet to a point; running
thence North 00 degrees 12 minutes 35 seconds West a distance of
90.00 feet to a point; running thence North 89 degrees 47 min-
utes 25 seconds East a distance of 40.55 feet to a point; run-
ning thence North 00 degrees 12 minutes 35 seconds South 89 degrees
47 minutes 25 seconds West a distance of 12.0 feet to a point;
47 minutes 25 seconds West a distance of 12.0 feet to a point;
running thence North 00 degrees 12 minutes 35 seconds West a
distance of 255.0 feet to a point; running thence North 89
degrees 47 minutes 25 seconds East a distance of 5.00 feet to a
point; running thence North 00 degrees 12 minutes 35 seconds
West a distance of 160.00 feet to a point on the North line of
said Half Quarter Section a distance of 991.81 feet North 89
degrees 47 minutes 25 seconds East upon and along said North
line a distance of 332.90 feet to the place of beginning, con-
taining 5.214 acres, more or less. Also beginning at a point
on the North line of the East Half of said Quarter Section a
distance of 650.00 feet North 89 degrees 47 minutes 25 seconds
East of the Northwest corner of the East Half of said Quarter
Section; running thence North 89 degrees 47 minutes 25 seconds
East upon and along the North line of said Half Quarter Section
a distance of 341.81 feet to a point; (said point being 332.90
feet South 89 degrees 47 minutes 25 seconds West of the North-
east corner of said Half Quarter Section); running thence South
00 degrees 12 minutes 35 seconds East a distance of 160.00 feet
to a point; running thence South 89 degrees 47 minutes 25
seconds West a distance of 5.00 feet to a point; running thence
South 00 degrees 12 minutes 35 seconds East a distance of 255.00
feet to a point; running thence North 89 degrees 47 minutes 25
seconds East a distance of 12.00 feet to a point; running thence
South 00 degrees 12 minutes 35 seconds East a distance of 170.00
feet to a point; running thence South 89 degrees 47 minutes 25
seconds West a distance of 40.55 feet to a point; running thence
North 00 degrees 12 minutes 35 seconds East a distance of 90.00
feet to a point; running thence South 89 degrees 47 minutes 25
seconds West a distance of 309.97 feet to a point; running thence
North 00 degrees 03 minutes 52 seconds West and parallel to the
East line of said Half Quarter Section a distance of 675.00 feet
to the place of beginning, containing 5.238 acres more or less.

AMENDMENTS TO DECLARATIONS
OF COVENANTS AND RESTRICTIONS
RERECORDED TO CORRECT REFERENCED DOCUMENT NUMBER

7

THESE AMENDMENTS TO DECLARATIONS OF COVENANTS AND RESTRICTIONS, made this 4th day of April, 1995, by Tara Townhouse on the Green Corporation, an Indiana corporation (hereinafter referred to as "the Declarant").

WITNESSETH:

WHEREAS, J & L Realty, Inc. recorded Declarations of Covenants and Restrictions dated September 8, 1964, on September 11, 1964, as Document #64-46872 (the "Declarations"), pertaining to certain real estate more specifically described in Exhibit A attached hereto and hereby made a part hereof (the "Properties");

WHEREAS, Declarant is the governing Home Owners Association for that portion of the property identified in the Declarations as the "Common Properties" (as defined in the Declarations);

WHEREAS, the Declarant has duly taken action modifying the Declarations; and

WHEREAS, the majority of the owners of the lots comprising the Property has agreed to change said Declarations.

NOW, THEREFORE, Tara Townhouse on the Green Corporation, declares that the Declarations of Covenants and Restrictions applicable to the property described in Exhibit A attached hereto should be hereinafter modified as follows:

1. Article IV should be amended by adding to said Article the following:

"Section 12. Maintenance of Lots and Improvements.

Except to the extent such maintenance shall be the responsibility of the Corporation under any of the foregoing provisions of this Declaration of Covenants and Restrictions, it shall be the duty of the Owner of each Lot to keep the grass on the Lot

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Instrument # of original document missing at time of recording. MCR/PA

Restrictions, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. If the Owner of any Lot fails to do so in a manner satisfactory to the Corporation, the Corporation, 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 repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be and constitute a Special Assessment against such Lot, any Dwelling Unit located upon said Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration of Covenants and Restrictions for the collection and enforcement of assessments in general. Neither the Corporation nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 13. Damage to Common Properties.

In the event of damage to or destruction of any part of the Common Properties or any improvements which the Corporation is required to maintain hereunder, the Corporation shall repair or replace the same from the insurance to the extent of the availability of such insurance proceeds. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Corporation 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 Assessment if less than all benefit. Notwithstanding any obligation or duty of the Corporation hereunder to repair or maintain the Common Properties, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Properties, or if maintenance, repairs or replacements shall be required thereby which would otherwise be an expense paid by the Corporation, then the Corporation 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 Corporation's insurance with such policy having a waiver of subrogation clause. If not paid by such Owner upon demand by the Corporation, the cost of repairing such damage shall be added to and constitute a Special Assessment against such Owner and his Dwelling Unit and/or Lot, to be collected and enforced in the manner provided in this Declaration of Covenants and Restrictions for the collection and enforcement of assessments in general.”

2. Article VI shall be deleted in its entirety and the following shall be inserted in lieu thereof:

“Section 1.

One parking space assigned by Corporation to each Tara Unit.

Section 2.

No vehicle, car, truck or motorcycle, under any circumstances will be allowed to park or stand on the sidewalks or grassy areas of Tara.

Section 3.

Motor vehicles shall not be driven in excess of 10 mph on either Tara Lane or Ashley Lane.

Section 4.

Any vehicle in a "V" spot which appears inoperable in any manner (flat tire, etc.) or appears to be abandoned is subject to ticket and tow after 72 hours.

Section 5.

Vehicles owned by residents shall be parked in the owners numbered space. This space carries the same number as their condominium or townhouse. Any additional cars owned by residents should be parked in "V" spots.

Section 6.

Vehicles owned by non-residents shall be parked only in spaces designated "V", not in numbered spaces.

Section 7.

Motor vehicles shall not be parked in such a manner as to prevent the full use of any other parking space or obstruct the movement of other vehicles through the addition.

Section 8.

Only autos, jeeps, RV's, motorcycles and trucks no larger than a 1/2 ton may be parked in the Tara addition. This excludes trucks making delivery of goods and/or in the addition on temporary business calls, i.e. plumbing or other maintenance calls.

Section 9.

Other than EMERGENCY vehicles, no other vehicle may stop and/or park in the areas designated by yellow painted curbs and areas designated as FIRE LANES and posted as such. Any vehicle parked or stopped in these areas is subject to ticket and tow."

- 3. The Declarations and Covenants of Restrictions dated September 8, 1964 should remain in full force and effect except as modified as herein.

IN WITNESS WHEREOF, Declarant, Tara Townhouse on the Green Corporation, has caused this document to be executed by its duly authorized officer on the day and year first above written.

ATTEST:

TARA TOWNHOUSE ON THE GREEN CORPORATION

Dorothy Marshall
Secretary *Pro Tem*
DOROTHY MARSHALL

By: Chester F. Marshall
President
CHESTER F. MARSHALL

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

I, the undersigned, a Notary Public of the State of Indiana, do hereby certify that Chester Marshall and ~~Marta~~ Dorothy Marshall *pro son* personally known to me to be the President and Secretary of Tara Townhouse on the Green Corporation, subscribed to the foregoing instrument, appeared before me this 18th day of January 1995, 1994, in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act as such officers thereof, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Stephen W. Tiffany
Notary Public

Printed Name: Stephen W. Tiffany

My Commission Expires: 9-16-95

County of Residence: Marion

This Instrument Prepared By:

Robert L. Trierweiler, #882-49
Attorney at Law
JENSEN & TRIERWEILER
7222 North Shadeland Avenue
Suite 101
Indianapolis, IN 46250
(317) 849-5834
(317) 849-5974 (Fax)

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The following described real estate located in Marion County, Indiana:

Part of the East Half of the Southeast Quarter of Section 24, Township 16 North, of Range 2 East in Marion County, Indiana, being more particularly described as follows:

Beginning at the Northeast corner of said Half Quarter Section, running thence South 00 degrees 01 minutes 48 seconds East upon and along the East line of said Half Quarter Section a distance of 675.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West and parallel with the North line of said Half Quarter Section a distance of 364.33 feet to a point; running thence North 00 degrees 12 minutes 35 seconds West a distance of 90.00 feet to a point; running thence North 89 degrees 47 minutes 25 seconds East a distance of 40.55 feet to a point; running thence North 00 degrees 12 minutes 35 seconds West a distance of 170.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West a distance of 12.0 feet to a point; running thence North 00 degrees 12 minutes 35 seconds West a distance of 255.0 feet to a point; running thence North 89 degrees 47 minutes 25 seconds East a distance of 5.00 feet to a point; running thence North 00 degrees 12 minutes 35 seconds West a distance of 160.00 feet to a point on the North line of said Half Quarter Section a distance of 991.81 feet North 89 degrees 47 minutes 25 seconds East upon and along said North line a distance of 332.90 feet to the place of beginning, containing 5.214 acres, more or less. Also beginning at a point on the North line of the East Half of said Quarter Section a distance of 650.00 feet North 89 degrees 47 minutes 25 seconds East of the Northwest corner of the East Half of said Quarter Section; running thence North 89 degrees 47 minutes 25 seconds East upon and along the North line of said Half Quarter Section a distance of 341.81 feet to a point; (said point being 332.90 feet South 89 degrees 47 minutes 25 seconds West of the Northeast corner of said Half Quarter Section); running thence South 00 degrees 12 minutes 35 seconds East a distance of 160.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West a distance of 5.00 feet to a point; running thence South 00 degrees 12 minutes 35 seconds East a distance of 255.00 feet to a point; running thence North 89 degrees 47 minutes 25 seconds East a distance of 12.00 feet to a point; running thence South 00 degrees 12 minutes 35 seconds East a distance of 170.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West a distance of 40.55 feet to a point; running thence North 00 degrees 12 minutes 35 seconds East a distance of 90.00 feet to a point; running thence South 89 degrees 47 minutes 25 seconds West a distance of 309.97 feet to a point; running thence North 00 degrees 03 minutes 52 seconds West and parallel to the East line of said Half Quarter Section a distance of 675.00 feet to the place of beginning, containing 5.238 acres more or less.