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DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE VILLAS AT THOMPSON PLACE

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Exhibit "A" Real Estate comprising The Villas at Thompson Place, Section 1 or Tract

Exhibit "B" Real Estate comprising Additional Tract located contiguous to The Villas at Thompson Place, Section 1

**DECLARATION OF COVENANTS AND RESTRICTIONS OF
THE VILLAS AT THOMPSON PLACE**

THIS DECLARATION made this 11th day of JUNE, 1998, by Thompson Villas L.L.C., an Indiana limited liability company (Declarant).

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to certain real estate located in Marion County, Indiana, more particularly described in Exhibit A, which is incorporated herein by reference (hereinafter referred to as the "Tract" or "The Villas at Thompson Place, Section 1").

B. Declarant is the sole owner in fee simple title to certain real estate located in Marion County, Indiana, more particularly described in the attached Exhibit B, which is incorporated herein by reference (hereinafter referred to as "Additional Tract").

C. Declarant by execution of this Declaration assures that all properties which are conveyed which are a part of the Tract shall be conveyed subject to the terms and conditions of this Declaration, which shall run with the Tract and be binding upon all parties having any right, title or interest in the Tract, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. **Definitions.** The following terms as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

- (a) "Additional Tract" means that real estate or any part of it described in Paragraph 24 of this Declaration and in the attached Exhibit B.
- (b) "Applicable Date" means the date determined pursuant to Paragraph 11 of this Declaration.
- (c) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.
- (d) "Board of Directors" means the governing body of the Corporation elected by the Members in accordance with the By-Laws of the Corporation.
- (e) "By-Laws" shall mean the By-Laws of the Corporation and shall provide for the election of directors and officers and other governing officials of the Corporation. A copy of the By-Laws is attached hereto and incorporated herein by reference.
- (f) "Common Area" shall mean (i) those portions of the Tract or Real Estate shown upon any recorded subdivision plat of the Tract or Real Estate, or any part thereof (including the Initial Plat), which are not

Lots, whether such plat is heretofore or hereafter recorded, including all improvements and structures constructed or to be constructed thereon, and (ii) such portions of the Tract or Real Estate (if any) as are hereafter declared to be "Common Area" by an instrument executed and recorded by Declarant, whether or not such areas comprise part or all of a lot or lots shown upon any recorded subdivision plat of the Tract or Real Estate.

(g) "Common Expense" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Area and such exterior portions of the and Homes as designated in this Declaration, and any other costs or expense incurred by the Corporation for the benefit of the same or the Owners, and all sums lawfully assessed against the Members of the Corporation.

(h) "Plat" means the survey of the Tract describing The Villas at Thompson Place, Section 1 prepared by Pendleton Consulting, certified by Stephen E. Bourquein, a registered land surveyor, under date of MARCH 30, 1978, ~~1997~~, and recorded as Instrument Number 980057188 in the office of the Recorder of Marion County, Indiana, which is incorporated herein by reference. "Plat" shall also mean any subsequent survey of any part of the Additional Tract describing future Sections of The Villas at Thompson Place which is duly recorded in the office of the Recorder of Marion County, Indiana.

(i) "Corporation" means The Villas at Thompson Place Association, Inc., its successors and assigns, an Indiana nonprofit corporation, whose members shall be the Owners of Lots, or appointees as provided in Paragraph 11 of this Declaration; such Corporation being more particularly described in Paragraph 11 of this Declaration.

(j) "Declarant" shall mean and refer to Thompson Villas, L.L.C., an Indiana limited liability company, and any successors and assigns of it whom it designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to any mortgagee acquiring title to any portion of the Tract pursuant to the exercise of rights under, or foreclosure of (or by acceptance of a deed in lieu of foreclosure), a mortgage executed by Declarant; provided, however, that any such mortgagee so acquiring title by virtue of foreclosure against (or acceptance of a deed in lieu of foreclosure from) the Declarant shall not be deemed to have assumed any prior obligations or liabilities of the Declarant hereunder.

(k) "Home" means the single family dwelling unit located upon a Lot. The Homes shall be attached such that there will three (3) or four (4) Homes per building. RR

(l) "Lake" shall refer to each of the separate bodies of water, if any, all of which will be located in the Common Area.

(m) "Limited Common Area" means the real estate (including improvements thereto) owned by the Corporation but restricted in use to the Lot appurtenant thereto such as the rear patio, front porch, and driveway, as more particularly identified by designation on the Plat of each Section.

(n) "Lot" means any plot of ground included in the Tract (with the exception of Common Area) and designated as such upon the recorded Plat of The Villas at Thompson Place, Section 1 or upon the recorded Plat, if any, of the Additional Tract or any part thereof and upon which one (1) Home is constructed, is to be constructed or has existed. Declarant has planned a maximum of sixty-six (66) attached Homes on Lots within the Real Estate. Each Lot shall contain one Home. Each Lot shall contain an area which exceeds the exterior face of the foundation wall dimensions of the Home's structure by one inch (1"); and shall include the Lot's side of one-half (1/2) of any party wall dividing a Home on a Lot from

any other Home or Lot, as reflected upon the Plat. When Lot is used it shall be deemed to include the Home, if any, located thereon.

(o) "Member" means a member of the Corporation.

(p) "Mortgagee" means the holder of a first mortgage lien on a Lot.

(q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

(r) "Private Street" means the portion(s) of the Tract or Additional Tract designated and shown as "Private Street" on any Plat. The private shown designated as Ariana Court shall be part of the Common Areas owned by the Corporation, and shall be the Corporation's responsibility for maintenance and repair.

(s) "The Villas at Thompson Place, Section 1" means the name by which the Tract, as described in Paragraph A above, which is the subject of this Declaration, and which the Corporation manages, shall be known.

(t) "The Villas at Thompson Place" means The Villas at Thompson Place, Section 1 and any additional Sections submitted to this Declaration by a Supplemental Declaration as provided herein.

(u) "Development Period" means the period during which the Declarant owns any portion of the Tract or the Additional Tract.

2. Declaration. Declarant hereby expressly declares that the Tract and Additional Tract, if any, shall be held, conveyed and transferred in accordance with the provisions of this Declaration.

3. Description of The Villas at Thompson Place, Section 1. The Villas at Thompson Place, Section 1 consists of _____ (___) Lots numbered 1 through _____, inclusive, together with the Common Area as designated on the Plat. The Common Area and the size of the Lots are as designated on the Final Plat. The legal description for each Lot in The Villas at Thompson Place, Section 1 shall be as follows: ,

Lot _____ in The Villas at Thompson Place, Section 1, a subdivision in Marion County, Indiana, as per plat thereof recorded _____, 19____, as Instrument Number _____ in the Office of the Recorder of Marion County, Indiana.

4. Lots. The boundaries of each Lot in The Villas at Thompson Place, Section 1 shall be as described in Paragraph 1(n) above and as shown on the Plat.

5. Common Area. Common Area includes all the area designated as such on the recorded Plat of The Villas at Thompson Place, Section 1 or on a recorded Plat of the Additional Tract or any part thereof, including but not limited to any lake, sidewalks, private streets, driveways and perimeter landscaping and fencing benefitting only the Tract or Additional Tract, but excluding all Lots. If the Additional Tract is not platted, the Paragraphs in this Declaration relating to Common Area in the Additional Tract and ownership thereof by the Corporation shall not be applicable.

6. Ownership of Common Area. The Common Area shall be conveyed to or owned by the Corporation, and shall be held for the use and enjoyment of the Members, all of whom shall have the right

and easement of enjoyment in and to the Common Area which right shall pass with title to every Lot, subject to the provisions of this Declaration, including but not limited to, the following:

(a) The right of the Corporation, upon approval by a written instrument signed by two-thirds of all Class A Members, all Class B Members, and by two-thirds of all first mortgagees, to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the Corporation.

(b) The right of the Corporation to adopt such rules and regulations regarding the Common Area as it deems necessary as provided in Paragraph 12.

(c) The Common Area in The Villas at Thompson Place, Section 1 shall be conveyed to or owned by the Corporation at the time of conveyance of the first Lot in "The Villas at Thompson Place, Section 1".

7. Delegation of Use of the Common Area. Any Member may delegate, in accordance with provisions of this Declaration and the rules or regulations promulgated by the Corporation, his right of enjoyment, and use of the Common Area and facilities to members of his family, his tenants or contract purchasers who reside on any Lot.

8. Encroachments and Easements for Common Area. If by reason of inexactness of construction, settling after construction or for any other reasons, any Common Area encroaches upon any Lot, an easement shall be deemed to exist and run to the Corporation for the maintenance, use and enjoyment of such Common Area.

9. Sidewalks and Driveways. The Owner of a Lot shall have an easement to and an exclusive right to use the sidewalk and driveway serving his Lot, whether or not such sidewalk and driveway are part of the Lot or located in the Common Area. Such right to use shall pass with title to the Lot even though not expressly mentioned in the document passing title.

10. Easement for Utilities and Public and Quasi Public Vehicles. All public and quasi public vehicles including, but not limited to, police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles shall have the right to enter upon the ingress - egress easements and Common Area in the Tract in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such Utilities, including but not limited to water, sewers, gas, cable television, telephone and electricity on the Tract; provided, however, nothing herein shall permit the installation of sewers, electric lines, water line or other utilities, except as initially designed and approved by Declarant on the Plat or as thereafter may be approved by Declarant or by the Board of Directors. By virtue of this easement the electrical and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Tract and to affix and maintain electrical and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Homes. In the event any utility furnishing service should request a specific easement by a separate recordable document, Declarant shall have the right to grant such easement on such Tract, without conflicting with the terms of this Paragraph. The easements granted herein shall in no way affect any other recorded easement on the Tract.

An easement is also granted to the Corporation, its officers, agents and employees and to any management company selected by the Corporation to enter in or to cross over the Common Area to perform its duties.

11. Corporation: Membership; Voting; Functions.

(a) Membership in Corporation. Declarant and each Owner of a Lot which is subject to assessment shall, automatically upon becoming an owner, be and become a Member of the Corporation and shall remain a Member until such time as his ownership of a Lot ceases, but membership shall terminate when such Owner ceases to be an Owner, and will be transferred to the new Owner of his Lot; provided, however, that any person who holds the interest of an Owner in a Lot merely as security for the performance of an obligation shall not be a member until and unless he realizes upon his security, at which time he shall automatically be and become an Owner and a Member of the Corporation.

(b) Classes and Voting Rights. The Corporation shall have two (2) classes of membership, with the following voting rights:

(i) Class A. Class A Members shall be all Owners except Class B Members. Each Class A Member shall be entitled to one (1) vote for each Lot of which such Member is the owner with respect to each matter submitted to a vote of Members upon which the Class A Members are entitled to vote. When more than one (1) person constitutes the Owner of a particular Lot, all such persons shall be Members of the Corporation, but all of such persons shall have only one (1) vote for such Lot, which vote shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot.

(ii) Class B. Class B Members shall be Declarant and all successors and assigns of Declarant designated by Declarant as Class B Members in a written notice mailed or delivered to the registered agent of the Corporation. Each Class B Member shall be entitled to three (3) votes for each Lot of which it is the Owner on all matters requiring a vote of the Members of the Corporation. The Class B membership shall cease and terminate upon the Applicable Date, which shall be the first to occur of:

(i) the date upon which the written resignation of the Class B Members as such is delivered to the registered agent of the Corporation,

(ii) thirty (30) days after the date when the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership, or

(iii) five (5) years from the date of recording of this Declaration.

After the Applicable Date, all Class B Members shall become Class A Members and subject to all terms, conditions, restrictions, rules and regulations applicable to Class A Members.

(c) Functions. The Corporation has been formed for the purpose of providing for the maintenance, repair, upkeep, replacement, administration, operation and ownership of the Common Area, to pay taxes assessed against and payable with respect to the Common Area and to pay any other necessary expenses and costs in connection with the Common Area, and to perform such other functions as may be designated to it to perform under this Declaration.

12. Board of Directors.

(a) Management. The business and affairs of the Corporation shall be governed and managed by the Board of Directors. No person shall be eligible to serve as a member of the Board of Directors unless he is, or is deemed in accordance with this Declaration to be, an Owner, including a person appointed by Declarant as provided in subparagraph (b) of this Paragraph 12.

(b) Initial Board of Directors. The Initial Board of Directors shall be composed of the following persons, to-wit: ROBERT L. KRAMER, SC, POLANO LIFE and _____ (hereinafter referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, this Declaration, the Articles or the By-Laws (a) the initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever prior to the Applicable Date, determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Lot, or by acquisition of any interest in a Home by any type or juridical acts inter vivos or cause mortis, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote, and to vote as Declarant determines, on all matters as to which Members of the Corporation are entitled to vote under the Declaration, the Articles, the By-Laws or otherwise; provided, however, this right to vote granted to Declarant shall not extend to votes of Members (if a vote is required) on matters of Special Assessments, mortgaging Common Area or merger/consolidation of the Corporation with another corporation. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same. Each person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a Member of the Corporation and an Owner solely for the purpose of qualifying to act as a member of the Initial Board of Directors and for no other purpose. No such person serving on the Initial Board shall be deemed or considered a Member of the Corporation nor an Owner of a Lot for any other purpose (unless he is actually the Owner of a Lot and thereby a Member of the Corporation).

(c) Duties of the Board of Directors. The Board of Directors shall be the governing body of the Corporation representing all of the Owners and being responsible for the functions and duties of the Corporation, including, but not limited to, providing for the administration of the Tract, the management, maintenance, repair, upkeep and replacement of the Common Area (unless the same are otherwise the responsibility or duty of Owners), and the collection and disbursement of the Common Expenses. The Board may, on behalf of the Corporation, employ a reputable and recognized professional property management agent (herein called the "Managing Agent"). The Managing Agent, if one is employed, shall assist the Board in carrying out its duties, which include, but are not limited to:

- (i) protecting, repairing, maintaining and replacing of the Common Area, unless the same are otherwise the responsibility or duty of Owners of Lots; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Corporation, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (ii) procuring of snow removal from the Common Area, but not the driveways;
- (iii) landscaping, painting, decorating, furnishing, maintenance and upkeep of the Common Area, and maintaining, repairing and replacing such exterior portions of the Homes as designated in this Declaration;
- (iv) surfacing, paving and maintaining the streets, sidewalks and driveways constituting a part of the Common Area or Limited Common Areas;
- (v) preparing the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of the annual meeting is mailed or delivered;

(vii) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;

(viii) keeping a current, accurate and detailed record of receipts and expenditures affecting the Common Area and the business and affairs of the Corporation, specifying and itemizing the Common Expenses; all records and vouchers (including current copies of the Declaration, Articles of Incorporation, By-Laws and Rules) shall be available for examination by an Owner, Mortgagee, insurer or guarantor of a first mortgage at any time during normal business hours;

(ix) procuring and maintaining for the benefit of the Corporation and the Board the insurance coverages required under this Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable;

(x) paying taxes assessed against and payable with respect to the Common Area and paying any other necessary expenses and costs in connection with the Common Area;

(xi) furnishing, upon request of any Mortgagee, insurer or guarantor of first mortgage, an audited financial statement for the immediately preceding fiscal year; and

(d) Powers of the Board of Directors. The Board of Directors shall have such powers as are reasonably necessary or appropriate to accomplish the performance of its duties. These powers include, but are not limited to, the power:

(i) To employ a reputable and recognized professional managing agent or real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties; provided, however, any management agreement shall be terminable for cause upon thirty (30) days written notice and terminable without cause upon sixty (60) days written notice, and any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods;

(ii) To purchase for the benefit of the Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(iii) To procure for the benefit of the Owners fire and extended coverage insurance covering the Common Areas to the full insurable value thereof, to procure public liability and property damage insurance and Worker's Compensation Insurance, if necessary, and to procure all such other insurance as is required or permitted under the Declaration, for the benefit of the Owners, the Corporation, and the Mortgagees;

(iv) To employ legal counsel, architects, engineers, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Corporation;

(v) To employ, designate, discharge and remove such personnel as in the judgment of the Board of Directors may be necessary for the maintenance, upkeep, repair and replacement of the Common Area, and the exterior portions of the Homes as designated herein;

(vi) To include the costs of all of the above and foregoing as Common Expenses of the Corporation and to pay all of such costs therefrom;

(vii) To open and maintain a bank account or accounts in the name of the Corporation and to designate the signatories thereto;

(viii) To adopt, revise, amend, and alter from time to time reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Tract and Additional Tract provided that the Board shall give advance written notice to the Owners of such rules and any revision, amendment, or alteration thereof.

(e) Limitation on Board Action. After the Applicable Date, the authority of the Board of Directors to enter into contract shall be limited to contracts involving a total expenditure of less than Five Thousand Dollars (\$5,000.00), unless the prior approval of a Majority of Owners (as defined in Section 3.5(e) hereof) is obtained, except in the following cases:

(i) Supervision and management of the replacement or restoration of any portion of the Common Area or Homes damaged or destroyed by fire or other casualty, where the cost thereof is payable out of insurance proceeds actually received; and,

(ii) Proposed contracts and proposed expenditures expressly set forth in the approved annual budget. However, specific items within the budget need not be approved separately by the Owners at the annual meeting. The Board may also reallocate funds to items in the budget so long as the total budgeted funds are not exceeded; and

(iii) Expenditures necessary to deal with emergency conditions in which the Board of Directors reasonably believes there is insufficient time to call a meeting of the Owners.

(f) Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority vote of the Owners. The Managing Agent, if any is employed, shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

(g) Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Corporation shall indemnify and hold harmless and defend each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Corporation, unless any such contract shall have been made in bad faith. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of the Corporation.

(h) Bond. The Board of Directors shall provide blanket fidelity bonds for the Managing Agent (if any), the treasurer of the Corporation, and, such other officers or directors of the Corporation that handle or are responsible for funds indemnifying the Corporation 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 (provided, however, in no event shall the aggregate amount of the bond be less than a sum equal to three (3) months aggregate assessments on all Lots) and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. Fidelity bonds shall name the Corporation as an obligee and shall contain waivers of all defenses based upon the exclusion of persons serving without compensation from the definition of 'employees' or similar terms or expressions. Such bonds shall provide that they may not be canceled or substantially modified for any reason without at least ten (10) days prior written notice to the Corporation. The expense of any such bonds shall be a Common Expense.

13. Initial Management. The Board of Directors has entered or will hereafter enter into a management agreement with Declarant or with a corporation or other entity affiliated with Declarant or designated by Declarant for a term not to exceed three (3) years under which Declarant (or such other corporation or entity as appropriate) will provide supervision, management and maintenance of the Common Area, and in general perform all of the duties and obligations of the Corporation. Such management agreement may be renewed by the parties for additional terms of three (3) or less years or a new management agreement with different parties may be executed under similar terms and conditions. Any management agreement is or will be subject to termination by Declarant (or such other corporation or entity as appropriate) at any time prior to expiration of its term, in which event the Corporation shall thereupon and thereafter resume performance of all of its duties and obligations. Notwithstanding anything to the contrary contained herein, so long as a management agreement between the Corporation and Declarant (or such other corporation or entity as appropriate) is in effect, Declarant (or such other corporation or entity as appropriate) shall have and Declarant hereby reserves to itself (or such other corporation or entity as appropriate), the exclusive right to manage the Tract and perform all the functions of the Corporation.

14. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Lot. In the event that for any year the real estate taxes are not separately assessed and taxed to each Lot but are assessed and taxed on the Tract and Additional Tract or part thereof as a whole, without a breakdown for each Lot, then each Owner shall pay his proportionate share of the real estate taxes assessed to the land comprising the Tract and Additional Tract or that part thereof that is assessed as a whole, which shall be the ratio that the square footage in his Lot bears to the total square footage of all the land comprising the Tract and Additional Tract or part thereof assessed as a whole, and shall pay his proportionate share of the real estate taxes assessed on the improvements on the Tract and Additional Tract or part thereof assessed as a whole based upon the ratio that the square footage of all improved Lots. Any real estate taxes or other assessments which are chargeable against the Common Area shall be paid by the Corporation and treated as a Common Expense.

15. Utilities. Each Owner shall pay for his own utilities, which are separately metered, used in connection with his Lot and Home. Utilities which are not separately metered shall be treated as and paid as part of the Common Expense unless otherwise determined by the Corporation.

16. Maintenance, Repairs and Replacements. Maintenance, repairs, replacements and upkeep of the Common Area, including, but not limited to the Private Street and Lakes, shall be furnished by the Corporation, as a part of its duties, and the cost thereof shall constitute a part of the Common Expenses.

In addition to maintenance upon the Common Area, the Corporation shall provide exterior maintenance upon each Home which is subject to assessment hereunder as follows: paint, repair, replacement and maintenance of roofs, gutters, downspouts, and exterior building surfaces. Such exterior maintenance shall not include glass surfaces, screens and screen doors, door and window fixtures and other hardware and such other items as the Board of Directors may so designate (unless specifically designated in this Declaration as the Corporation's obligation) so long as such items of exception shall apply to all Lots equally.

Notwithstanding any obligation or duty of the Corporation described above, 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, invites or other occupant or visitor of such Owner, damage shall be caused, or if maintenance, repairs or replacements shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Corporation, 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 become a part of the assessment to which such Owner's Lot is subject.

If any owner shall fail so to maintain and keep his property or any part thereof in a good, clean and sanitary condition, the Corporation may perform any work necessary to do so and charge the Owner thereof for such cost, which cost shall be added to and become a part of the Owner's assessment, and such cost shall be immediately due, and shall be secured by the Corporation's lien on the Owner's property.

So long as the Tract is subject to this Declaration, each Owner, by his acceptance of a deed to any Lot, irrevocably grants to the Corporation, its agents and employees, the right to enter upon, across and over the Lot owned by such Owner under such conditions as are reasonably necessary to effect the maintenance, cleaning, repair or other work contemplated herein.

17. Architectural Controls.

(a) The Architectural Review Board. An Architectural Review Board consisting of two (2) or more persons shall be appointed by the Declarant. Following the end of the Development Period, the Architectural Review Board shall be appointed by the Board of Directors.

(b) Purpose. The Architectural Review Board shall regulate the external design, appearance, use, location, and maintenance of the Tract and Additional Tract and of improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship as to structures, improvements, and the nature vegetation and topography.

In requiring the submission of detailed plans and specifications as herein set forth, Declarant intends to develop the Tract and Additional Tract as an architecturally harmonious, attractive and desirable residential community, and in approving or withholding its approval of any detailed plans and specifications so submitted, the Architectural Review Board, or its successors and assigns, may consider the appropriateness of the improvement contemplated with relation to improvements on contiguous or adjacent lots, its artistic and architectural merits, its adaptability to the Lot on which it is proposed to be made, and such other matters as may be deemed to be in the interest and benefit of the owners of the lots in the Tract and Additional Tract as a whole. In this regard, and without limiting the foregoing, the following architectural standards shall apply to all improvements constructed and maintained in the Tract and Additional Tract.

(c) Conditions. Except as otherwise expressly provided in this Declaration, no improvements, alterations, repairs, change of colors, excavations, changes in grade, planting, or other work that in any way alters any Lot or the exterior of the improvements located thereon from its natural or improved state existing on the date such Lot was first conveyed in fee by Declarant to an Owner shall be made or done without the prior approval of the Architectural Review Board of a Lot Development Plan therefor. Prior to the commencement by any Owner other than Declarant of (i) construction, erection or alteration of any Home, building, fence, wall, swimming pool, tennis court, patio or other structure on a Lot or (ii) any plantings on a Lot, a Lot Development Plan with respect thereto shall be submitted to the Architectural Review Board and no building, fence, wall, Home or other structure shall be commenced, erected, maintained, improved, altered, made or done, or any plantings made, by any person other than Declarant without the prior written approval of the Architectural Review Board of a Lot Development Plan relating to such construction, erection, alteration or plantings. Such approval shall be in addition to, and not in lieu of, all approvals, consents, permits and/or variances required by law from governmental authorities having jurisdiction over the Tract and Additional Tract, and no Owner shall undertake any construction activity within the Tract and Additional Tract unless all legal requirements have been satisfied. Each Owner shall complete all improvements to a Lot strictly in accordance with the Lot Development Plan approved by the Architectural Review Board.

(d) Procedures. In the event the Architectural Review Board fails to approve, modifies or disapproves in writing a Lot Development Plan within sixty (60) days after notice of such Plan has been duly filed with the Architectural Review Board in accordance with procedures established by Declarant, or, if Declarant is no longer a Class B member, the Board of Directors, approval will be deemed denied. A decision of the Architectural Review Board (including a denial resulting from the failure of the Architectural Review Board to act on the Plan within the specified period) may be appealed to the Board of Directors, which may reverse or modify such decision (including approval of a Lot Development Plan deemed denied by the failure of the Architectural Review Board to act on such Plan within the specified period) by a two-thirds vote of the Directors then serving.

(e) Guidelines and Standards. The Architectural Review Board shall have the power to establish and modify from time to time such written architectural and landscaping guidelines and standards as it may deem appropriate to achieve the purpose set forth herein to the extent that such design guidelines and standards are not in conflict with the specific provisions of the Declaration. Any such guidelines or standards may be appealed to the Board of Directors which may terminate or modify such guideline or standard by a two-thirds (2/3) vote of the Directors then serving.

(f) Application of Guidelines and Standards. The Architectural Review Board shall apply the guidelines and standards established in a fair, uniform and reasonable manner consistent with the discretion inherent in the design review process. In disapproving any Lot Development Plan, the Architectural Review Board shall furnish the applicant with specific reasons for such disapproval and may suggest modifications in such plan which would render the plan acceptable to the Architectural Review Board if resubmitted.

(g) Exercise of Discretion. Declarant intends that the members of the Architectural Review Board exercise discretion in the performance of their duties consistent with the provisions of sub-section (f), and every Owner by the purchase of a Lot shall be conclusively presumed to have consented to the exercise of discretion by such members. In any judicial proceedings challenging a determination by the Architectural Review Board and in any action initiated to enforce this Declaration in which an abuse of discretion by the Architectural Review Board is raised as defense, abuse of discretion may be established only if a reasonable person, weighing the evidence and drawing all inferences in favor of the Architectural Review Board, could only conclude that such action constituted an abuse of discretion.

18. Property Rights

(a) General.

(i) All easements described in this Declaration are permanent easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagee from time to time of any Lots and the owner and mortgagee, if any, from, time to time of the Common Area, and their respective heirs, successors, personal representatives or assigns.

(ii) The covenants and restrictions contained in this Declaration shall run with and bind the Tract and Additional Tract and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for an initial term commencing on the date this Declaration is recorded and ending January 1, 2016, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each, as the same may be amended or modified as herein permitted and provided.

(b) Right of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area, limited, however, to and for the uses and purposes for which any portion of the Common Area is designed and intended. Such right and easement shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions.

(i) The right of the Association to pass reasonable rules, with respect to the Common Area, for the health, comfort, safety and welfare of persons using the same;

(ii) The right of the Association to suspend the voting rights of an Owner for any period during any assessment against his Lot remains unpaid;

(iii) The right of the Association to levy assessments as provided in this Declaration; and

(iv) The rights of the Association and Declarant reserved in this Declaration.

(c) Association's Rights and Obligations.

(i) The Association shall have the obligation to manage, repair, maintain, improve and operate the Common Area and the Private Streets and to perform all additional obligations described in this Declaration;

(ii) The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection (i) above, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this Declaration, and provided, further, that the mortgagee shall have received the prior written approval specified hereinbelow;

(iii) The Association shall have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities and other purposes necessary or useful for the proper maintenance or operation of the project, subject to any prior written approval required herein;

(iv) The Property shall be subject to easements of record on the date the various portions thereof become subject to this Declaration, and to any easements in the Common Area which may at any time be granted by Declarant or the Association (subject to the approval referred to in the preceding paragraph) to any public or private utilities or governmental bodies for the installation and maintenance of electrical and telephone conduit and lines, gas pipes, sewers or water pipes, coaxial cable, or any other utility services serving any Lots or the Common Area.

(v) Anything herein apparently to the contrary notwithstanding, except as otherwise expressly herein provided for, no abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area or other common property or any part thereof shall be effective unless it shall have received the prior written approval specified herein.

(d) Declarant's Rights. Declarant shall have the same rights as any other Owner as to Lots owned by it from time to time, except as otherwise specified herein. In addition, until the last single numbered parcel of land shown upon and identified as a lot on any recorded plat) of the Real Estate (whether

heretofore or hereafter recorded, including the Initial Plat) is conveyed to an Owner other than Declarant or until the Applicable Date (whichever event shall first occur), Declarant shall have the right and easement over the Common Area for the completion of improvements and making repairs to improvements (whether on the Common Area, or upon unsold Lots, or upon other portions of the Real Estate and the right to maintain signs upon the Common Area and any other portions of the Tract, Additional Tract and Real Estate, other than Lots owned by an Owner other than Declarant for the purpose of marketing homes, and to invite and escort the public thereon for such purpose.

(e) Private Street. Declarant hereby covenants that it shall convey and transfer the Private Street included in and constituting a part of the Tract and Additional Tract to the Association upon the completion of such Private Street. The Private Street so conveyed by Declarant to the Corporation shall, at the time of such conveyance, be subject to all easements, covenants, conditions, limitations and restrictions then of record, but shall be free and clear of all liens and financial encumbrances other than the lien of the then current non-delinquent installment of real estate taxes and assessments and subsequent installments thereof, which shall thereafter be paid when due by the Association, and be further subject to the terms and provisions of this Declaration. Declarant reserves unto itself, its successors and assigns, and hereby establishes for each Owner, their guests and invitees, and all public and quasi-public vehicles, an easement for ingress and egress on and over the Private Street. The terms "public vehicles" and "quasi-public vehicles" shall include, but shall not be limited to, vehicles operated for police and fire protection, ambulance and other emergency vehicles, for trash and garbage collection, and for mail and other delivery services operated in the performance of their duties.

19. Assessments

(a) Annual Accounting. Annually, after the close of each fiscal year of the Corporation and prior to the date of the annual meeting of the Corporation next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement ~~prepared by a certified public accountant or firm of certified public accountants then servicing the Corporation,~~ which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year. RLR

(b) Proposed Annual Budget. Annually, before the date of the annual meeting of the Corporation, the Board of Directors shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Corporation for adoption, and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners at which a quorum is present, the budget may be approved in whole or in part or may be amended in whole or in part by a majority vote of the Owners; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Corporation shall be established by using generally accepted accounting principles applied on a consistent basis.

The annual budget shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area, including but not limited to the Private Street, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Area shall be maintained by the Corporation in a separate interest bearing account or accounts with one or

more banks or savings and loan associations authorized to conduct business in Marion County, Indiana selected from time to time by the Board.

The failure or delay of the Board of Directors to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Regular Assessments as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Corporation, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall pay Regular Assessments based upon the Board's proposed annual budget.

(c) Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Lot, which shall be the same amount for each Lot. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Lot (herein called the "Regular Assessment"). The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Lot shall be paid in advance in equal monthly installments commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay assessments quarterly, semi-annually or annually, in advance. The Regular Assessment for the current fiscal year of the Corporation shall become a lien on each separate Lot and Home as of the first day of each fiscal year of the Corporation, even though the final determination of the amount of such Regular Assessment may not have been made by that date. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Corporation, and neither the Board nor the Corporation shall be responsible for providing any notice or statements to Owners for the same.

(d) Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and provided that any such assessment shall have the assent of ~~two-thirds (2/3)~~ ^{majority} of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present, and further provided that the Declarant shall not be any Owner's agent, attorney-in-fact or proxy in this vote pursuant to the third sentence of Paragraph 12(b) of this Declaration, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Lot, prorated in equal shares (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures and to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in this Declaration. RLR

(e) Regular Assessments Prior to the Applicable Date. During the period that Declarant or its authorized Developer and/or Builder is constructing Homes within the Tract or any Additional Tract, it is difficult to accurately allocate the Common Expenses to the individual Lots. The purpose of this section is to provide the method for the payment of the Common Expenses during the period prior to the Applicable Date to enable the Corporation to perform its duties and functions. Accordingly, and notwithstanding any other provision contained in this Declaration, the Articles or the By-Laws or otherwise, prior to the Applicable Date, the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without any meeting or concurrence of the Owners; provided, however, the Regular Assessments shall be determined in accordance with the provisions contained in this Paragraph 19(e).

The Corporation will enter into a management agreement with Declarant (or a corporation or other entity designated by Declarant) (hereinafter referred to as "Management Agent" or "Managing Agent") in accordance with the provisions of Paragraph 13 of this Declaration. So long as such management agreement (or similar agreement) remains in effect, the Common Expenses and Regular Assessments shall be paid by Owners to Management Agent. Declarant shall guarantee that until the earlier of (1) the termination of said management agreement or (2) June 30, 1998, the monthly Regular Assessment shall not exceed Sixty Dollars (\$60.00) (the "Guaranteed Charge"). After this date (assuming that said management agreement or similar agreement is still in effect) and so long thereafter as said management agreement (or similar agreement) remains in effect and Management Agent continues to perform such functions, Declarant guarantees that the monthly Regular Assessment shall not exceed the amount of the Guaranteed Charge plus a maximum of a ten percent (10%) increase in the Guaranteed Charge for each year. Such adjustments to the Guaranteed Charge (up to a ten percent (10%) increase as determined by the Board) shall be made annually on January 1 of each year so long as said management agreement remains in effect and Management Agent continues to perform such functions. Such monthly charge shall, during such guaranteed period, entirely defray the Owner's obligation for his share of Common Expenses and shall be the Owner's entire Regular Assessment. Declarant shall be responsible for any deficit during such guarantee period; provided, however, that this guarantee is not intended to include, and does not include, major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations. Such expenditures would be covered through Special Assessments, or, if sufficient the replacement reserve fund, if any such fund exists.

Five percent (5%) of the Regular Assessment paid prior to the Applicable Date shall be designated as a reserve fund for maintenance, repairs or replacement of Common Areas and the exterior portions of the Homes that must be repaired and replaced on a periodic basis.

That portion of the Regular Assessments collected by Declarant prior to the Applicable Date applicable to any replacement reserve created shall be held by the Initial Board and if required, applied to the replacement of Common Areas. To the extent that any such replacement reserve is not so applied, the balance thereof shall be retained by the Corporation at the Applicable Date.

Payment of Regular Assessments with respect to each Home (that is not owned by Declarant) shall commence on the date of conveyance by Declarant to such new owner. The first payment shall be payable on the date of conveyance prorated to the first day of the calendar month next ensuing. Thereafter, payment of the Regular Assessment shall be paid the first day of each calendar month during the period prior to the Applicable Date. DURING THE GUARANTEE PERIOD, DECLARANT SHALL NOT BE REQUIRED TO PAY ANY ASSESSMENT FOR EACH LOT OWNED BY DECLARANT.

Each Owner hereby authorizes the Corporation and the Board of Directors and its officers to enter into the aforesaid management agreement described in Paragraph 13 of this Declaration and to adhere to and abide by the same.

(f) Failure of Owner to Pay Assessments. No Owner may exempt himself or herself from paying Regular or Special Assessments and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas, or by abandonment of the Home belonging to such Owner. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular or Special Assessments, when due, the lien for such assessment on the Owner's Home may be foreclosed by the Board for and on behalf of the Corporation as provided by law. Upon the failure of an Owner to make payments of any Regular or Special Assessments within ten (10) days after such are due, the Board, in its discretion, may:

- (1) impose a late charge, which will be considered an addition to the assessment, in an amount to be determined by the Board of up to twenty-five percent (25%) of the amount of the Assessment;
- (2) accelerate the entire balance of the unpaid Assessments for the remainder of the fiscal year and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary;
- (3) suspend such Owner's right to vote as provided in the Indiana Nonprofit Corporation Act of 1991, as amended.

In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Home shall be jointly and severally liable for the payment to the Corporation of reasonable rental for such Home, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Home and to collect the rentals and other profits therefrom for the benefit of the Corporation to be applied to the unpaid Regular or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular or Special Assessments without foreclosing or waiving the lien securing the same. In any action to recover a Regular or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Corporation, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorney's fees, from the Owner of the respective Home.

(g) Subordination of Assessment Lien to Mortgage. Notwithstanding anything contained in this Declaration, the Articles or the By-Laws, any sale or transfer of a Lot to a mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in a manner provided by law with respect to mortgage foreclosures shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installment which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien cannot relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Lot and Home or the purchaser at such foreclosure sale or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid shall be deemed to be a Common Expense collectible from all Owners (including the party acquiring the subject Lot from which it arose).

20. Mortgages.

(a) Notice to Corporation. Any Owner who places a first mortgage lien upon his Lot, or the Mortgagee, shall notify the Secretary of the Corporation thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws or otherwise shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of this Declaration, the By-Laws, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

The Corporation shall, upon request of a Mortgagee who has furnished the Corporation with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under this Declaration or the By-Laws which is not cured within sixty (60) days.

(b) Notice of Unpaid Assessments. The Corporation shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments or other charges against the Lot, which statement shall be binding upon the Corporation and the Owners, and any Mortgagee or grantee of the Lot shall not be liable for nor shall the Lot conveyed be subject to a lien for any unpaid assessments or charges in excess of the amounts set forth in such statement.

(c) Right of Mortgagee to Pay Real Estate Taxes or Insurance Premiums. Mortgagees shall have the right, but not the obligation, (1) to pay any taxes or other charges against the Common Area which are in default and (2) to pay any overdue premiums on hazard insurance for the Common Area or to secure new hazard insurance for the Common Area on the lapse of a policy. Any Mortgagee making such payment shall be owed immediately reimbursement by the Corporation.

(d) Notice of Condemnation or Casualty Loss. Mortgagees shall be timely notified of any condemnation loss which affects a material portion of The Villas at Thompson Place or any Home. Mortgagees shall also be timely notified of any lapse, cancellation or material modification of any insurance policy or fidelity bond held by the Corporation.

(e) Notice to Insurers and Guarantors. Any guarantor of a first mortgage or any insurer shall, upon notification and request to the Corporation, receive the same notices as are required to be given to Mortgagees.

21. Insurance.

(a) Casualty Insurance. The Corporation shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring all of the Homes and the Common Area in an amount consonant with the full replacement value of the improvements which in whole or in part, comprise the Homes and Common Area. If the Board of Directors can obtain such coverage for reasonable amounts, they shall also obtain "all risk" coverage. The Board of Directors shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. Such insurance coverage shall be for the benefit of each Owner, and if applicable, the Mortgagee of each Owner upon the terms and conditions hereinafter set forth.

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Corporation as hereinabove set forth shall be paid to it or to the Board of Directors, who shall act as the insurance trustees and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Corporation or Board of Directors, as appropriate, and only in accordance with the provisions of this Declaration and any surety bond or bonds obtained by the Board of Directors concerning the officers of the Corporation as provided in the By-Laws shall specifically include protection for any insurance proceeds so received.

Such master casualty insurance policy, and "all risk" coverage, if obtained, shall (to the extent the same are reasonably obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Corporation, the Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) contains an endorsement that such policy shall not be terminated for nonpayment of premiums or for any other reason or shall not be substantially modified without at least ten (10) days prior written notice to Mortgagees and at least ten (10) days prior written notice to the Corporation.

(b) Public Liability Insurance. The Corporation shall also purchase 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 not less than \$1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover the Corporation, the Board of Directors, any committee or organ of the Corporation or Board, any Managing Agent appointed or employed by the Corporation, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Tract, all Owners of Lots and all other persons entitled to occupy any Lot or Home. Such public liability insurance policy shall contain a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Corporation or other Owners. Such public liability insurance policy shall contain a provision that such policy shall not be canceled or substantially modified without at least ten (10) days written notice to the Corporation.

(c) Other Insurance. The Corporation shall also obtain any other insurance required by law to be maintained, including but not limited to worker's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including, but not limited to, liability insurance on vehicles owned or leased by the Corporation and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Corporation, the Board of Directors and any Managing Agent acting on behalf of the Corporation. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under the policies purchased by the Board of Directors the proceeds of which are payable to the Board or the Corporation.

(d) General Provisions. The premiums for all insurance hereinabove described shall be paid by the Corporation as part of the Common Expenses. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Corporation, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Corporation who is required to send notices of meetings of the Corporation.

In the event of condemnation of all or any part of the Common Area the Corporation, as owner of the Common Area, shall represent the Owners in any negotiation or settlement regarding such condemnation. No Owners or any other party shall have priority over any rights of a Mortgagee pursuant to its mortgage in the case of distribution to such owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area. Notwithstanding the foregoing, under no circumstances shall any distribution of insurance proceeds or condemnation awards be made by the Corporation to any Owners or Mortgagees, if to do so would be in violation of the Indiana Nonprofit Corporation Act or if the same would constitute a distribution of earnings, profits or pecuniary gain to the members of the Corporation; in any such event, any such insurance proceeds or condemnation awards shall be retained by the Corporation for use in the payment of its expenses of operation.

(e) Insurance by Owners. Each Owner should carry, and shall be responsible for carrying, insurance for his own benefit insuring his personal liability, his Lot, his home, and fixtures, furniture, furnishings, and other personal property.

(f) Condemnation Awards. All proceeds payable as a result of condemnation shall be paid to the Corporation who shall act as trustee and hold such proceeds for the benefit of the individual Owners and Mortgagees. Such proceeds shall be distributed as provided above.

22. Casualty and Restoration of Common Areas. In the event of damage to or destruction of any of the Common Area due to fire or any other casualty or disaster, the Corporation shall promptly cause the same

to be repaired and reconstructed. The proceeds of insurance carried by the Corporation, if any, shall be applied to the cost of such repair and reconstruction.

In the event the insurance proceeds, if any, received by the Corporation as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction of the Common Area, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the Common Area so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be assessed by the Corporation against all of the Owners in equal shares. Any such amounts assessed against the Owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein.

For purposes of this Article, repair, reconstruction and restoration shall mean construction or rebuilding the Common Area to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

23. **Covenants and Restrictions.** The following covenants and restrictions on the use and enjoyment of the Lots, Homes and Common Area shall be in addition to any other covenants or restrictions contained herein and in the Plat, which are incorporated herein by reference, and all such covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Corporation. Present or future Owners or the Corporation shall be entitled to injunctive relief against any violation or attempted violation of any such covenants and restrictions, and shall, in addition, be entitled to damages for any injuries or losses resulting from any violations thereof, but there shall be no right of reversion or forfeiture resulting from such violation. These covenants and restrictions are as follows:

- (a) Homes shall be used exclusively for residential purposes and the occupancy of a single family, all as permitted under local zoning ordinances.
- (b) No nuisance shall be permitted, including without limitation any activities which are unsafe or hazardous with respect to any person or property, and no waste shall be committed in the Homes or Common Areas.
- (c) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of the Home, and no sign, awning, canopy, shutter, or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other parts of any Building without the prior written consent of the Board. The placement, installation, and maintenance of antennas, including satellite dishes, shall be subject to rules and regulations promulgated by the Board of Directors.
- (d) No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any part of The Villas at Thompson Place, except that small dogs, cats or customary household pets in reasonable numbers may be kept in a Home subject to rules and regulations adopted by the Board of Directors; provided that such pet is not kept, bred or, maintained for any commercial purpose, and does not create a nuisance. All pets (including cats) shall be taken outdoors only under leash or other restraint and while attended by its owner, and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas, caused by his or her pet. The Owner shall be responsible for the cleaning of any Common Area made dirty by his or her pet's excrement, and shall be fully liable for the expenses of any cleaning not performed by the Owner. The tethering of pets in any area outside the Owner's Home does not constitute "attended." The Board may adopt such other rules and regulations regarding pets as it may deem necessary from

time to time. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Tract upon ten (10) days' written notice from the Board to the respective Owner. The appropriate governmental authorities shall have an easement across the Tract to enforce local animal control laws and ordinances.

(e) No Lot or Home shall be used in any unlawful manner or in any manner to cause injury to the reputation of the Tract or Additional Tract or to be a nuisance, annoyance, inconvenience or damage to other residents of the Tract or Additional Tract, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines, or by loud persons, and objectionable odors.

(f) The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(g) No industry, business, manufacturing, mercantile, storing, trade, or any commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Tract or Additional Tract; provided, however, that an Owner may maintain an office or home business in the Home if: (1) such office or business generates no significant number of visits or unreasonable parking usage (both as determined by the Board of Directors) by clients, customers or other persons related to the business; (2) no equipment or other items related to the business are stored, parked or otherwise kept outside such Owner's Home; (3) there are no employees or independent contractors within the Home other than the Owner or other resident; (4) such Owner has obtained approvals for such use as may be required by the appropriate local and state governmental agencies; (5) the Owner has obtained written approval from the Board of Directors; and (6) all other provisions of this Declaration, the By-Laws and the rules and regulations are complied with. The Board may require the Owner to pay any increase in the rate of insurance or other costs for the Association which may result from such use. No Home shall be used or rented for transient, motel or hotel purposes.

(h) No "For Sale", "For Rent" or "For Lease" signs or other window or advertising display shall be maintained or permitted on any part of the Tract or Real Estate or any Home without the prior written consent of the Board.

(i) All Owners and members of their families, their guests, or invitees, and all occupants of any Home or other persons entitled to use the same and to use and enjoy the Common Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Homes and Common Areas.

(j) No boats or other watercraft, campers, recreational vehicles, trailers of any kind, buses, mobile homes, commercial or business trucks or vans, motorcycles, mini-bikes, or any other vehicles of any description other than normal passenger trucks less than one ton, vans or automobiles, shall be permitted, parked or stored anywhere within the Tract or Additional Tract; provided, however, that nothing herein shall prevent: (1) the parking or storage of such vehicles completely enclosed within a garage, or (2) the driving or using of such vehicles for ingress and egress to and from such Owner's Home provided the shortest route to and from a public road is used. No Owners or other residents shall repair or restore any vehicle of any kind within the Tract, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility. "Commercial" vehicles are vehicles on which commercial lettering or equipment is visible or which

are larger than normally used for noncommercial purposes. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept on the Tract or Additional Tract.

(k) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas, except with the express written permission from the Board.

(l) No solar heat panels shall be permitted in the Tract or Additional Tract.

(m) The storage or collection of rubbish of any character whatsoever, any material that emits foul or obnoxious odors, the growing of any noxious or illegal wood or other natural substance, and the harboring of the source of any noise or activity which disturbs the peace, comfort or serenity of residents is prohibited. Usual household trash and garbage shall be regularly collected and may be kept outside only if in sanitary containers which are so screened. Notwithstanding the foregoing, no boats, snowmobiles, recreational vehicles, trailers, camping vehicles, buses, mobile homes, tractor trailers, trucks, motorcycles, mini-bikes, mopeds, unlicensed or inoperable vehicles, or any other vehicles of any description other than normal passenger automobiles (including station wagons and small trucks such as pickups and vans) shall at any time be stored or parked on any Lot outside of a garage, or on any street within the Tract, or on any part of the Common Area, either permanently or temporarily.

(n) No permanently mounted basketball goals will be allowed to be attached to any residential dwelling or otherwise permanently installed on a freestanding pole or other permanent structure within the Tract and Additional Tract. This restriction will not prohibit the Declarant from installing any such recreational facilities in any Common Area Easement.

(o) All mail boxes and mail box posts shall be of a uniform style, type, design and color, as designated by the Architectural Review Board, and all such mail boxes and mail box posts shall conform, at all times, to the required uniform style, type, design and color.

(p) No boating or sailing shall be permitted on the Lakes.

(q) No swimming, ice skating, or ice fishing shall be permitted in the Lakes.

Notwithstanding anything to the contrary contained herein or in the Articles or By-Laws, including, but not limited to, any covenants and restrictions set forth herein or otherwise, Declarant shall have the right to use and maintain any Lots and Homes owned by Declarant and other portions of the Tract (other than individual Homes and Lots owned by Persons other than Declarant), all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction of Homes and the sale of Lots and Homes or for the conducting of any business or activity attendant thereto, including, but not limited to, model Homes, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Area, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Tract at any time.

24. Amendment of Declaration.

(a) Generally. 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 at which the proposed amendment is to be considered.
- (ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the votes of all Owners.
- (iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting 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 seventy-five percent (75%) in the aggregate of the votes of all Owners. In the event any Lot or Home 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 in accordance with the provisions hereof.
- (v) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the applicable share of an Owner's liability for the Common Expenses, or the method of determining the same, or (2) the provisions of this Declaration of Paragraph 20 with respect to casualty insurance or fidelity bonds to be maintained by the Corporation, or (3) the provisions of Paragraph 21 of this Declaration with respect to reconstruction or repair of the Common Area in the event of fire or any other casualty or disaster, or (4) the provisions of Paragraph 17 of this Declaration establishing the Architectural Review Board and providing for its functions, or (5) the provisions of Paragraph 18 of this Declaration with respect to the commencement of assessments on any Lot, without, in each and any of such circumstances, the unanimous approval of all Owners and of all Mortgagees whose mortgage interests have been made known to the Board of Directors in accordance with the provisions of this Declaration and the By-Laws.
- (vi) Additional Special Amendments. No amendment to this Declaration shall be adopted which imposes a right to first refusal or similar restriction or which changes (1) the method of voting, or (2) reserves for and responsibility for maintenance, repair and replacement of the Common Area, or (3) right to use the Common Area, or (4) annexation of The Villas at Thompson Place (other than as provided in Paragraph 24), or (5) the boundaries of any Lot, or (6) the leasing of Homes, or (7) termination of the applicability of this Declaration, or (8) any provisions which are for the express benefit of Mortgagees without the consent of at least ninety percent (90%) of the votes of the Owners for the first twenty (20) years after recording of this Declaration and thereafter by at least seventy-five percent (75%) of the votes of Owners and the consent of Mortgagees holding mortgages on fifty percent (50%) of the Lots subject to mortgages.
- (vii) Amendments Requiring Approval. As long as there is a Class B membership, the following action will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties (other than as provided in Paragraph 24), dedication of Common Area and amendment of this Declaration.
- (viii) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Corporation and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.
- (ix) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request to approve an amendment and fails to give a negative response within thirty (30) days after receiving such request shall be deemed to have approved such request.

(b) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein or in any other documents, the Declarant shall have and hereby reserves the right and power acting alone and without the consent or approval of the Owners, the Corporation, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration at any time and from time to time if such amendment or supplement is made (a) to comply with 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, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (b) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Lots and Homes, (c) to bring this Declaration into compliance with any statutory requirements or (d) to correct clerical or typographical errors in this Declaration or any Exhibit hereto or any supplement or amendment thereto. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph 23 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Lot or Home and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. The right of the Declarant to act pursuant to rights reserved or granted under this Paragraph 23 shall terminate at such time as the Declarant no longer hold or controls title to any part or portion of the Tract.

(c) Amendment Prior to the Applicable Date. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration prior to the Applicable Date without the consent and approval of Declarant.

25. Annexation of Additional Tract. In addition to The Villas at Thompson Place, Section 1, Declarant is the owner of certain real estate described in the attached Exhibit B which is incorporated herein by reference and which is located contiguous to The Villas at Thompson Place, Section 1 ("Additional Tract").

At any time prior to _____, 199____, Declarant, without the consent of the Owners, may, but is not obligated to, develop the Additional Tract or any part thereof, in substantially the same manner as The Villas at Thompson Place, Section 1 and file one or more Supplemental Declarations and Final Plats for such Additional Tract or part thereof to the Corporation, provided, however, that the maximum number of Homes which may be contained in the total development of the Tract and Additional Tract shall be not more than _____(_____) and such Homes shall be consistent with the quality of construction of previous Homes. Improvements (excluding Homes) within the area to be annexed must be substantially completed prior to annexation.

In the event the Additional Tract or any part of it is platted in a manner similar to The Villas at Thompson Place, Section 1, the Owners of such Lots in the Additional Tract or parts thereof, shall have the same rights and obligations as the Owners herein, and the Corporation shall have the same jurisdiction and authority over such Additional Tract or parts thereof as its authority and jurisdiction herein.

In the event Declarant decides not to develop or plat the Additional Tract or any part of it in a manner similar to The Villas at Thompson Place, Section 1, Declarant shall file a Declaration stating that the Additional Tract or any part thereof shall not be developed as contemplated herein; provided, however, any part of the Additional Tract for which a Supplemental Declaration has not been filed by _____, 19____, shall be automatically removed from the possibility of having a common entity provide for the

maintenance, repair, replacement, administration and operation of such part of the Additional Tract, unless such is established by the Owners in the Tract and those in the Additional Tract.

Regardless of the method of development of the Additional Tract and whether or not all or any part of the Additional Tract comes within the jurisdiction of the Corporation or subject to the Declaration, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the Additional Tract not coming within the jurisdiction of the Corporation or subject to the Declaration, the right and easement to enter upon the streets and Common Area of The Villas at Thompson Place, Section 1 to provide ingress and egress to the Additional Tract.

Declarant hereby grants to the Owners in The Villas at Thompson Place, Section 1 the right and easement to enter upon any streets and roadways that may exist in the Additional Tract to provide ingress and egress to The Villas at Thompson Place, Section 1 as may be necessary.

It is the purpose and intent of the easements herein granted and reserved to provide free and unrestricted use and access across the roadways and streets of the Tract and Additional Tract, no matter how developed, for the owners of the Tract and Additional Tract, their guests, invitees, and all public quasi-public vehicles, including but not limited to, police, fire and emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles.

The assessment which the Owner of each Lot in the Additional Tract or part thereof, if within the jurisdiction of the Corporation, shall be obligated to pay shall be equal to that paid by any Owner herein and shall commence on the date of conveyance of such Lot by Declarant. No assessment (Regular, Special or otherwise) on any Lot in the Additional Tract shall be due until such Lot has been conveyed by Declarant or the Home thereon is occupied for residential purposes;

26. Party Walls.

(a) General Rules of Law to Apply. Each wall which is built as a part of the original construction of any Home upon the Tract or Additional Tract and which connects two Homes shall constitute a party wall and, to the extent not inconsistent with the provisions of this Paragraph, the general rules of law regarding party walls and liability for property damage due to negligent or intentional or willful acts or omissions shall apply thereto.

(b) 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, proportionately.

(c) Destruction by Fire or Other Casualty. If any party wall is destroyed or damaged by fire or other casualty, then, to the extent that such damage is not covered by insurance maintained by any of the Owners who make use of such party wall, and repaired out of the proceeds of same, 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 equal proportions 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, intentional or willful acts or omissions.

(d) Weatherproofing. Notwithstanding any other provision of this Paragraph, to the extent that such damage is not covered and paid by the insurance provided for herein, 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.

(e) Right of Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Paragraph shall be appurtenant to the land and shall pass to such Owner's successors in title.

(f) Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Paragraph 26, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. (Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor from another party, the Board of Directors of the Corporation shall select an arbitrator for the refusing party.) The cost of the arbitrators shall be borne equally by the parties.

27. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Lots shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, and the By-Laws incorporated herein by reference, and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Lot shall constitute an agreement that the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and rules and regulations, as each may be amended or supplemented from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall be binding on any person having at any time any interest or estate in a Lot or the Tract as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Lot or Lots or any part of the Tract in any manner shall be subject to the Declaration, the Articles of Incorporation, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

28. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees to the extent that such expense is not covered by the proceeds of insurance carried by the Corporation. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Lot or its appurtenances or of the Common Area.

29. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required or to comply with any provision of this Declaration, the Articles of Incorporation, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Corporation shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

30. No Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Area or by abandonment of his Lot.

31. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration, the Articles or the By-Laws, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration, the Articles, or the By-Laws, and each shall be enforced to the greatest extent permitted by law.

32. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires to the contrary, be deemed to refer to and include all genders. The singular shall include and refer to the plural and vice versa as appropriate.

33. Interpretation. The captions and titles of the various articles, sections, subsections, paragraphs and subparagraphs of this Declaration are inserted herein for ease and convenience of reference only and shall not be used as an aid in interpreting or construing this Declaration or any provision hereof.

34. The Plat. The Plat of The Villas at Thompson Place, Section 1 is incorporated into this Declaration by reference and the Preliminary Plat has been filed in the office of the Recorder of Marion County, Indiana, as of the 11th day of June, 1998 as Instrument No. 78.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first written above.

THOMPSON VILLAS, L.L.C.

By: Robert L. Reynolds
Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Robert L. Reynolds Sr., by me known and by me known to be the Manager of Thompson Villas, L.L.C., an Indiana limited liability company, who acknowledged the execution of the foregoing Declaration of Covenants and Restrictions of The Villas at Thompson Place on behalf of said limited liability company and who, having been duly sworn, stated that the representations contained herein are true.

WITNESS my hand and Notarial Seal this 11th day of June, 1998.

Lois Ann Newell
Notary Public

Lois Ann Newell
Signature

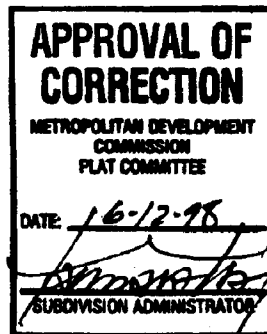
My Commission Expires:

3/1/2000

Residence County: Johnson

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads & Murray, P.C., Attorneys at Law, 7351 Shadeland Station, Suite 185, Indianapolis, IN 46256. (317) 842-8550.

APPROVED THIS 12th
DAY OF June 19 98
PERRY TOWNSHIP ASSESSOR
John R. George DRAFTSMAN



Thompson Place
Building #1
 Township 14 North, Range 3 East
 Marion County, Indiana



FINAL APPROVAL
 METROPOLITAN DEVELOPMENT COMMISSION
 DEPARTMENT OF METROPOLITAN DEVELOPMENT
 MARION COUNTY, INDIANA
 3-21-19
 PROPER PUBLIC NOTICE OF THE
 HEARING HAS BEEN PUBLISHED
 [Signatures]

Certificate of Survey
 As-built #1, Lots 10a, 1b & 1c
 The Villas at Thompson Place

I, the undersigned, do hereby certify that I am a Registered Land Surveyor (020440) in compliance with the laws of the State of Indiana and this plat represents a subdivision of a part of the Northwest 1/4 of Section 1, Township 14 North Range 3 East, of the Second Principal Meridian Perry Township, City of Indianapolis, Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northwest 1/4, said point being a Brass Plug Found within County Surveyor Tom Thence North 88 degrees 40 minutes, 25 seconds East, bearing established from State Plane Coordinates on Southeast and Southwest corners of said 1/4, 123.42 feet to a point referred to as the Northwest corner of a 30.42 acre tract conveyed by Grant by Warranty Deed recorded 9/25/22 and recorded in Land Record 78 Page 241, said point being 1294 feet West of the Northwest corner of said Northwest 1/4, thence South 88 degrees, 20 minutes, 25 seconds West, along the West line of said tract and parallel with the East line of said Northwest 1/4, 242.47 feet to a point on the South right-of-way line of Thompson Road as established thence continuing South 88 degrees, 20 minutes, 25 seconds West, along the West line of said tract and parallel with said East line of said Northwest 1/4, 179.25 feet to the POINT OF BEGINNING, thence continuing South 88 degrees, 20 minutes, 25 seconds West, along said West line and parallel to said East line, 157.28 feet, thence North 89 degrees, 27 minutes, 49 seconds West, 122.25 feet to a point on a non-tangent curve to the left from which the radius point bears South 86 degrees, 48 minutes, 50 seconds West, 388.00 feet, thence northerly and northeasterly along said curve 36.32 feet to a point from which the radius point bears South 28 degrees, 19 minutes, 25 seconds East, 22.00 feet, thence North 26 degrees, 12 degrees, 19 minutes, 25 seconds East, 25.27 feet, thence North 88 degrees, 20 minutes, 44 minutes, 44 seconds East, 33.18 feet to the POINT OF BEGINNING, containing 0.4484 acres (0.452988 acre fourth acre or less, subject also to all other easements, highways, rights-of-way and restrictions of record.

The above tract subject to a Statutory Easement granted to the City of Indianapolis as recorded as Instrument #1797-002785 (Office of the Recorder).
 This subdivision contains 3 lots numbered 1a through 1c (inclusive). Listed Common Area described on LCA and referenced to the lot to which it is attached to said Common Area together with the Streets and Easements as shown on the plat. The size of lots and widths of streets and easements are shown in figures denoting feet and decimal parts thereof.

Witness my hand and seal the 20th day of March, 1998.
 [Signature]
 Stephen E. Berger
 Indiana Registered Land Surveyor 020440



The property is the subject of a certain Warranty Deed as follows:
 Deed dated _____ and recorded as Instrument # _____
 We, the undersigned, Crescent Homes, LLC, owners of the real estate shown and described herein, do hereby lay off, plat and subdivide said real estate in accordance with the plat herein.
 The subdivision shall be taken and designated as The Villas at Thompson Place, As-built #1, as Address to the City of Indianapolis, Perry Township, Marion County, Indiana.

EASEMENTS
 Lots are subject to the following drainage, sewer, utility, landscape and non-access easements, either separately or in combination, as shown on the Plat, which easements are reserved for the use of Lot owners, Association, public and private utility companies, and governmental agencies, as follows:
 a) Drainage easements (DE) are hereby created to provide paths and courses for area and local storm drainage, either overlaid or in adequate underground conduit to serve the needs of the Subdivision and adjoining ground. It shall be the individual responsibility of each Lot owner to maintain drainage across his own Lots. Under circumstances shall any drainage easement be blocked in any manner by construction or reconstruction of any improvement nor shall any grading restrict water in any manner. Drainage easement areas are subject to construction or reconstruction or any extent necessary to obtain adequate drainage at any time by any governmental authority having jurisdiction over drainage and by Declarant, its successors or assigns.
 b) Utility easements (UE) are hereby created for use of public and private utility and cable TV companies not including transportation companies, for installation of poles, pipes, rails, ducts, cables and other related utility structures as well as for uses specified in the case of sewer easements.

c) Egress-egress easements (EE) are hereby created over and across Lots or areas with which streets, sidewalks, curbs, roads, pavement and other improvements may be constructed and maintained by Declarant or Association to provide access, vehicular and pedestrian egress and access to areas throughout the Real Estate. Declarant and Association shall have the right to install, maintain, reconstruct and remove such street and sidewalk improvements with egress-egress easements. Owners of Lots burdened by the easements shall have the right fully to use and enjoy the land burdened by the easements except for such use as may impair, invade or unreasonably interfere with easements by Declarant or Association of the rights granted herein. Said egress-egress easements are also created to provide access to other easements herewith established (e.g. Drainage, sewer, utility and landscape easements). Said easement rights are restricted for the use of the public or private entity having jurisdiction over their respective facilities. Owners of Lots burdened by egress-egress easements shall not construct or permit to be constructed any structure or obstruction on or over any part of any egress-egress easement, or interfere with Declarant's or Association's ability to use or gain access to any egress-egress easement.
 d) Owners of all Lots shall take title subject to the rights of public and private utilities, governmental agencies, Declarant, Association and other Lot owners to the easements hereby created for egress-egress, along and through strips of ground for the purposes herein stated.

No fence, wall, hedge, shrub planting or trees which obstruct sight lines at elevations between three (3) and twelve (12) feet above the roadway shall be placed or permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines established. The same sight line relations shall apply in any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement.

The owners of homes in this subdivision take title subject to the Covenants, Conditions and Restrictions for The Villas at Thompson Place and the Articles of Incorporation for The Villas at Thompson Place Home Owners Association, dated _____ and recorded as Instrument # _____

Metropolitan Development Commission: The Metropolitan Development Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, conditions, restrictions or other limitations hereon, except in the case of violations of restrictions or limitations that expressly shall be construed to provide for Metropolitan Development Commission enforcement and penalties of the Metropolitan Development Commission. Violations of such covenants, conditions and restrictions shall be subject to enforcement by the Metropolitan Development Commission, its successors and assigns, and any conditions attached to approval of this plat by the Plat Commission.

DURATION
 These covenants and restrictions shall run with the Real Estate, and shall be binding upon the Real Estate and remain in effect for a period of twenty-five (25) years after the date the Plat is recorded after which time they shall automatically be extended for successive periods of ten (10) years each unless such extension is disapproved or provided in the Declaration.

In testimony whereof, witness the signature of Declarant this 20 day of March 1998.
 Crescent Homes, LLC
 [Signature]
 Brian Teachers, Member

STATE OF INDIANA)
 COUNTY OF MARION) SS
 Before me a Notary Public in and for said County and State, personally appeared Brian Teachers, Member Crescent Homes, LLC, known to me and known by me, who acknowledged the execution of the foregoing certificate on behalf of such company.

Witness my hand and Notarial Seal this 20 day of March 1998.
 [Signature]
 My Commission Expires 5-7-2008
 County of Residence: Johnson

APPROVED THIS 30th DAY OF March 1998
 PERRY TOWNSHIP COMMISSIONER
 [Signature] DRAFTSMAN

as prepared by:
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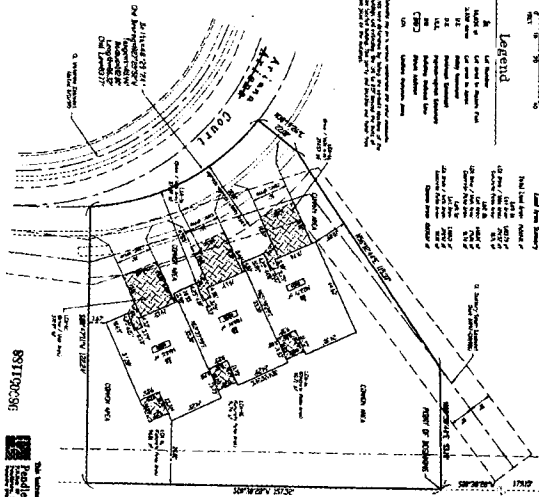
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Legend

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- 97. Lot Area
- 98. Lot Area
- 99. Lot Area
- 100. Lot Area



The Villas at Thompson Place
A-Built #1 / Building #1
 Part of the Northeast 1/4, Section 1, Township 14 North, Range 3 East
 City of Indianapolis, Perry Township, Marion County, Indiana



PROVIDE PUBLIC NOTICE OF THE HOLDING HAS BEEN PUBLIC CO

[Signatures]

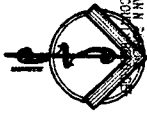
Ordinance No. 111158
 The City of Indianapolis, Indiana
 Mayor: *[Signature]*
 City Clerk: *[Signature]*



Ordinance No. 111158
 The City of Indianapolis, Indiana
 Mayor: *[Signature]*
 City Clerk: *[Signature]*

950051158

RECEIVED FOR RECORD
98 AUG 11 PM 4:18
JEAN M. HARRIS
MARIION CO. INDIANA



JOHN R. VON ARX
140333 AUG 11 8
SPECIAL FOR SALE/RENTAL

N.V. CO. - N.V. 1/4
Section 1, T194, R2E

N. Line, N.V. 1/4, Section 1, T194, R2E
N.V. Corner, Cordus Tract
QR 73, Pg. 349
S0073020W 242.47'

As-built Plat
The Villas at Thompson Place
As-built #3 / Building #3
Part of the Northeast 1/4, Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana

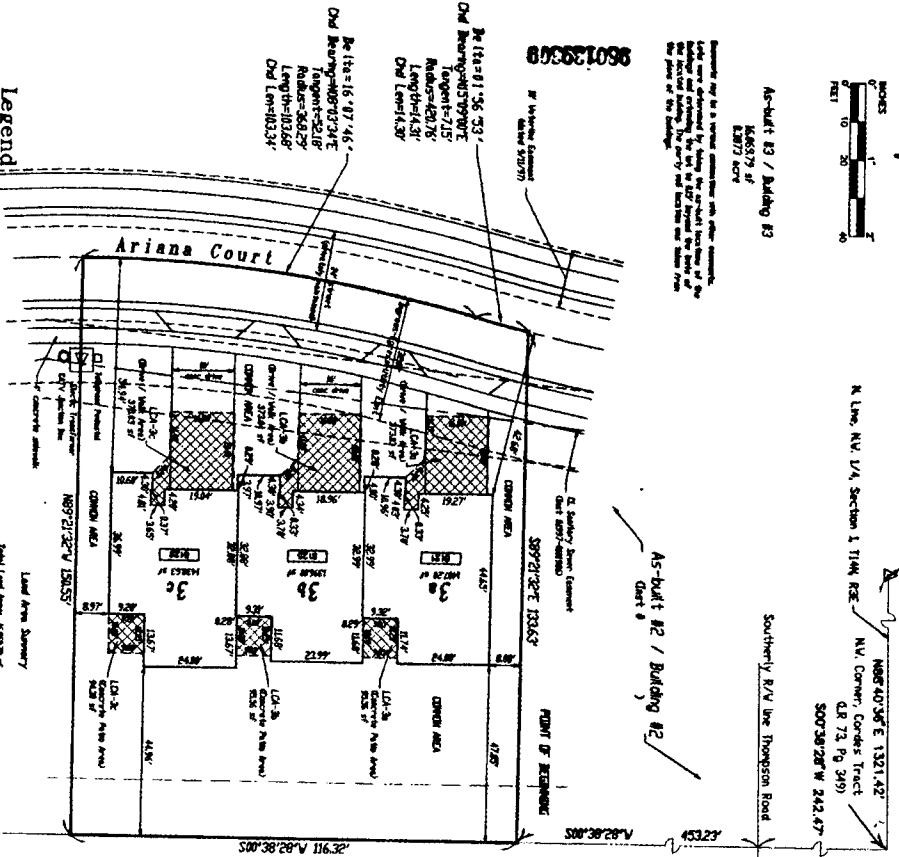
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JEAN M. HARRIS
MARIION CO. INDIANA



APPROVAL
LAT COMMITTEE
METROPOLITAN DEVELOPMENT COMMISSION
DEPARTMENT OF METROPOLITAN DEVELOPMENT
MARIION COUNTY INDIANA
8-11 10 98
PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED
[Signatures]
VOID UNLESS RECORDED BEFORE
9-11-98

As-built #3 / Building #3
KASBY #1
E3973 ACCT

As-built #2 / Building #2
KASBY #1
E3973 ACCT



Legend

LA	Lot Number
LA-1	Lot Area in Square Feet
LA-2	Lot Area in Acres
LA-3	Lot Area in Square Feet
LA-4	Lot Area in Acres
LA-5	Lot Area in Square Feet
LA-6	Lot Area in Acres
LA-7	Lot Area in Square Feet
LA-8	Lot Area in Acres
LA-9	Lot Area in Square Feet
LA-10	Lot Area in Acres
LA-11	Lot Area in Square Feet
LA-12	Lot Area in Acres
LA-13	Lot Area in Square Feet
LA-14	Lot Area in Acres
LA-15	Lot Area in Square Feet
LA-16	Lot Area in Acres
LA-17	Lot Area in Square Feet
LA-18	Lot Area in Acres
LA-19	Lot Area in Square Feet
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LA-21	Lot Area in Square Feet
LA-22	Lot Area in Acres
LA-23	Lot Area in Square Feet
LA-24	Lot Area in Acres
LA-25	Lot Area in Square Feet
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LA-35	Lot Area in Square Feet
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LA-41	Lot Area in Square Feet
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LA-43	Lot Area in Square Feet
LA-44	Lot Area in Acres
LA-45	Lot Area in Square Feet
LA-46	Lot Area in Acres
LA-47	Lot Area in Square Feet
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LA-63	Lot Area in Square Feet
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LA-65	Lot Area in Square Feet
LA-66	Lot Area in Acres
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LA-79	Lot Area in Square Feet
LA-80	Lot Area in Acres
LA-81	Lot Area in Square Feet
LA-82	Lot Area in Acres
LA-83	Lot Area in Square Feet
LA-84	Lot Area in Acres
LA-85	Lot Area in Square Feet
LA-86	Lot Area in Acres
LA-87	Lot Area in Square Feet
LA-88	Lot Area in Acres
LA-89	Lot Area in Square Feet
LA-90	Lot Area in Acres
LA-91	Lot Area in Square Feet
LA-92	Lot Area in Acres
LA-93	Lot Area in Square Feet
LA-94	Lot Area in Acres
LA-95	Lot Area in Square Feet
LA-96	Lot Area in Acres
LA-97	Lot Area in Square Feet
LA-98	Lot Area in Acres
LA-99	Lot Area in Square Feet
LA-100	Lot Area in Acres

6036C1096
The Instrument prepared by
Pendleton Consulting
Perry Township Assessor
Shawn S. Beckwith, Draftsman

APPROVED THIS 11th DAY OF August 1998
PERRY TOWNSHIP ASSESSOR
Shawn S. Beckwith, Draftsman

6036C1096
By Commission Expires 8-27-2000
County of Marion, Indiana
Kathleen M. Boyce
County of Marion, Indiana

Certificate of Survey
As-built #3, Lots 3a, 3b & 3c
The Villas at Thompson Place

1. The subject property, being a portion of the land shown on the plat of the subdivision of the Northeast 1/4 of Section 1, Township 14 North, Range 3 East of the City of Indianapolis, Marion County, Indiana, known as the "Cordus Tract", was previously recorded as follows:

As-built #2, Lots 2a, 2b & 2c
As-built #1, Lots 1a, 1b & 1c

The above subject property is a portion of the land shown on the plat of the subdivision of the Northeast 1/4 of Section 1, Township 14 North, Range 3 East of the City of Indianapolis, Marion County, Indiana, known as the "Cordus Tract", which was previously recorded as follows:

As-built #2, Lots 2a, 2b & 2c
As-built #1, Lots 1a, 1b & 1c

The above subject property is a portion of the land shown on the plat of the subdivision of the Northeast 1/4 of Section 1, Township 14 North, Range 3 East of the City of Indianapolis, Marion County, Indiana, known as the "Cordus Tract", which was previously recorded as follows:

As-built #2, Lots 2a, 2b & 2c
As-built #1, Lots 1a, 1b & 1c



EASEMENTS

Lot 3a is subject to the following drainage, storm, utility, easements and other rights, easements, and interests, whether appurtenant or in gross, as shown on the plat and as recorded in the Office of the Recorder of Deeds for Marion County, Indiana, as follows:

1. A Right-of-Way (ROW) easement for utility purposes, as shown on the plat and as recorded in the Office of the Recorder of Deeds for Marion County, Indiana, as follows:

2. A Right-of-Way (ROW) easement for utility purposes, as shown on the plat and as recorded in the Office of the Recorder of Deeds for Marion County, Indiana, as follows:

3. A Right-of-Way (ROW) easement for utility purposes, as shown on the plat and as recorded in the Office of the Recorder of Deeds for Marion County, Indiana, as follows:

NOTICE

This Certificate and plat are subject to the provisions of the Plat of the subdivision of the Northeast 1/4 of Section 1, Township 14 North, Range 3 East of the City of Indianapolis, Marion County, Indiana, known as the "Cordus Tract", which was previously recorded as follows:

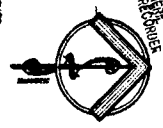
As-built #2, Lots 2a, 2b & 2c
As-built #1, Lots 1a, 1b & 1c

The above subject property is a portion of the land shown on the plat of the subdivision of the Northeast 1/4 of Section 1, Township 14 North, Range 3 East of the City of Indianapolis, Marion County, Indiana, known as the "Cordus Tract", which was previously recorded as follows:

As-built #2, Lots 2a, 2b & 2c
As-built #1, Lots 1a, 1b & 1c

6036C1096
By Commission Expires 8-27-2000
County of Marion, Indiana
Kathleen M. Boyce
County of Marion, Indiana

JUNE 8, 2004
140331 AUG 11
MARION COUNTY INDIANA
MARION COUNTY INDIANA



As-built #1 / Building #1
As-built #2 / Building #2
As-built #3 / Building #3
As-built #4 / Building #4

As-built Plat
The Villas at Thompson Place
As-built #4 / Building #4
Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana

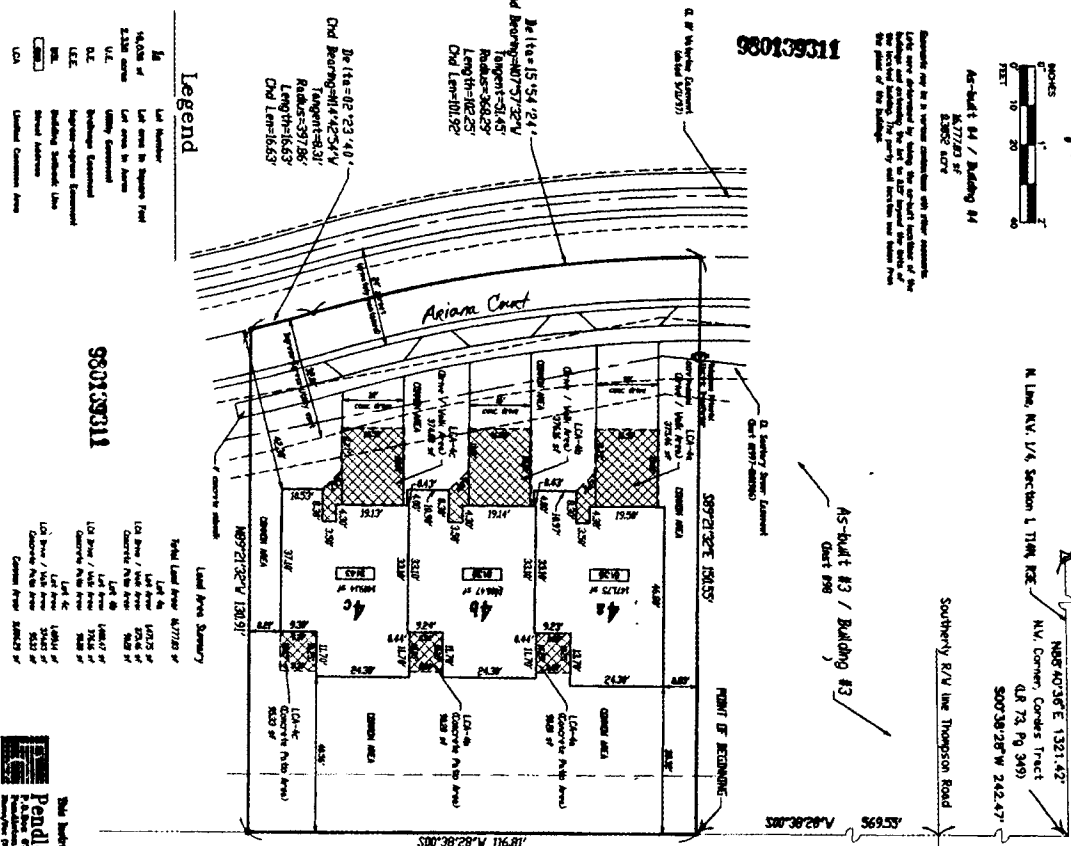


8-11-98

PROPER PUBLIC NOTICE OF THE HEARING HAS BEEN PUBLISHED

[Signatures]

9-11-98



Legend

Lot Number
Lot Area
Lot Area
Lot Area
Lot Area
Lot Area
Lot Area
Lot Area
Lot Area
Lot Area
Lot Area
Lot Area

980139311

Pendleton Consulting
1225 N. 11th Ave.
Indianapolis, Indiana 46202-4887
Phone: 317-635-1111
Fax: 317-635-1112

Submittal prepared by:
Pendleton Consulting
1225 N. 11th Ave.
Indianapolis, Indiana 46202-4887
Phone: 317-635-1111
Fax: 317-635-1112

APPROVED:
DRYDEN
19 98
PERRY TOWNSHIP ASSESSOR
1225 N. 11th Ave.
Indianapolis, Indiana 46202-4887
Phone: 317-635-1111
Fax: 317-635-1112

Sheet 1 of 1

The above plat was prepared and certified by me, the undersigned, as a true and correct copy of the original survey made and returned to me by the Surveyor General of the State of Indiana, after a personal inspection of the same and a comparison of the same with the original survey map and plan on file in the office of the Surveyor General, at Indianapolis, Indiana, on the 11th day of August, 1998.



DEFINITIONS

These definitions and restrictions shall apply to the Plat Exhibit, and shall be binding upon the land Exhibit and remain in effect for a period of twenty-five (25) years from the date of recording of this Plat Exhibit, and shall not be subject to modification or termination by any party other than as herein provided.

1. "Plat Exhibit" shall mean this Plat Exhibit, including all exhibits and appendices thereto, and all maps, plans, specifications, and other documents filed herewith.

2. "Land Exhibit" shall mean the land shown on this Plat Exhibit, together with the rights and interests therein, whether or not the same are shown on this Plat Exhibit.

3. "Restrictions" shall mean the restrictions and covenants contained in this Plat Exhibit, and shall be binding upon the land Exhibit and shall not be subject to termination or modification by any party other than as herein provided.

As-built Plat

The Villas at Thompson Place

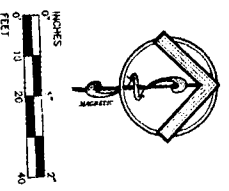
As-built #5 / Buildings #16 & 17

Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana

990064901

69 APR 11 10 2:21
MARION COUNTY RECORDS

10s13000c



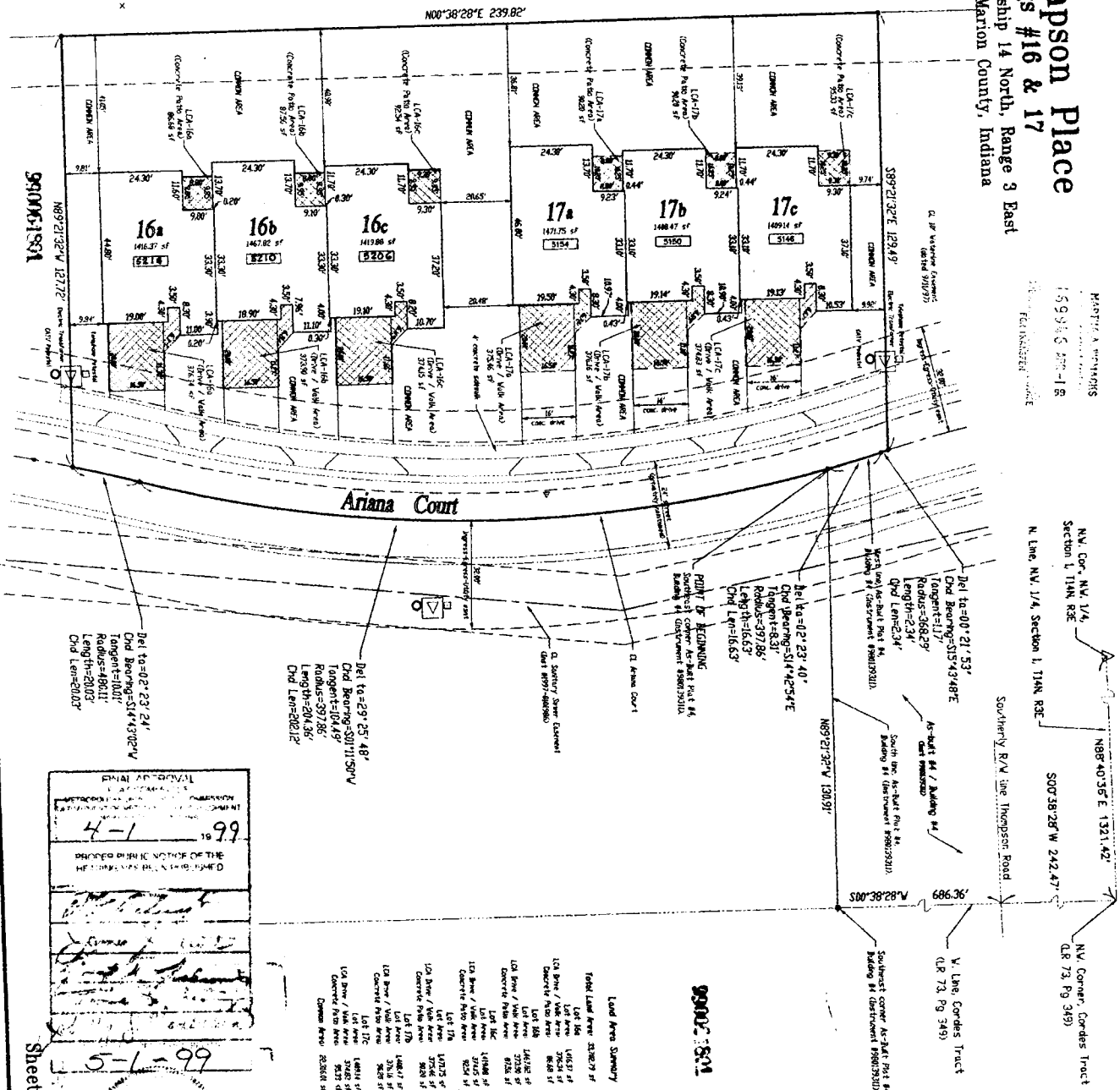
As-built #5 / Buildings #16 & 17
3370279 SF
0.7731 ACRES

Consent was given by a written declaration with other statements of the owners of the adjacent lots, and the plat of the building was returned by the City of Indianapolis with a return from the plat of the building.

Legend

16	Lot Number	Lot Area in Square Feet
16.028 sf	Lot Area in Acres	2.235 acres
U.E.	Utility Easement	
D.E.	Drainage Easement	
I.E.E.	Impervious Easement	
B.S.L.	Building Setback Line	
S.S.A.	Street Address	
U.C.A.	United Common Area	

This instrument prepared by
Pendleton Consulting
Pendleton, Indiana 46064-0007
Phone: (317) 796-0000



4-1 1999

5-1-99

SEAL

Lot Area Summary

Lot 16a	16137.37 SF
Lot 16b	14132.62 SF
Lot 16c	14132.62 SF
Lot 17a	14132.62 SF
Lot 17b	14132.62 SF
Lot 17c	14132.62 SF
Total Lot Area	82027.37 SF

Marion County Record
1593828-18
REC'D MAR 11 2009

NW Corner NW 1/4
Section 1, T14N R3E
N Line NW 1/4, Section 1, T14N R3E

N89°21'32"V 127.72' Dist. Thompson Road
S00°38'28"W 242.47'

N88°40'35"E 1321.42'
S07°38'28"W 242.47'

NW Corner Cordes Tract
LR 73, Pg 349)

99064901

As-built Plat The Villas at Thompson Place As-built #5 / Buildings #16 & 17 Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East City of Indianapolis, Perry Township, Marion County, Indiana

Certificate of Survey
As-Built #5, Lots 16a, 16c, 17a, 17b, 17c
The Villas at Thompson Place

The undersigned, to-wit: _____, a Registered Land Surveyor in the State of Indiana, do hereby certify that I am a duly Licensed Land Surveyor and that the plat is a true and correct copy of the original as shown to me by the owner of the land shown thereon and that the same is a true and correct copy of the original as shown to me by the owner of the land shown thereon and that the same is a true and correct copy of the original as shown to me by the owner of the land shown thereon.

The property is the subject of a certain Warranty Deed as follows:
Book of Records at Indiana 11 _____
Page _____

The condition shall be taken and disposed of the Villas at Thompson Place, As-Built #5
As-Built #5, City of Indianapolis, Perry Township, Marion County, Indiana.

EASEMENTS

The easements shall be taken and disposed of the Villas at Thompson Place, As-Built #5
As-Built #5, City of Indianapolis, Perry Township, Marion County, Indiana.

DURATION

These easements and restrictions shall run with the land created and shall be binding upon the heirs, assigns and successors of the parties to this instrument and shall not be extinguished by the death of either party.

Witness my hand and seal this 15th day of March, 1999.

By _____
Notary Public

By _____
Dwight R. Hendrix
County of Residence: _____

By _____
Dwight R. Hendrix
County of Residence: _____

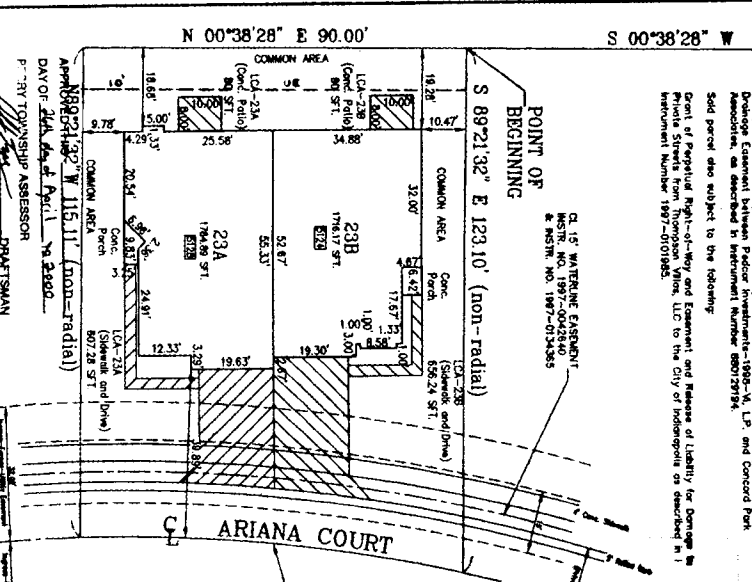


Stephen E. Burdette
Dwight R. Hendrix
Notary Public
Marion County, Indiana

99064901

APPROVED THIS 23rd DAY OF _____ 1999.

This instrument prepared by
Pendleton Consulting
700 Madison Street, Suite 1000
Indianapolis, Indiana 46202-4407
Phone: (317) 634-2222



Sold parcel also subject to the following:
 Grant of Partial Right-of-Way and Easement and Release of Liability for Damage to Frontal Structure from Thompson Village, LLC to the City of Indianapolis as described in Instrument Number 1997-018488.

This addition contains 2 lots numbered 23A and 23B, United Common Area as defined as L.C.A. and referenced to the lot which is attached and Common Area, together with the Street and Easement as shown on the plat. The lot and parcel descriptions are as follows:
 Lot 23A: 1.784 acre, 1784.68 sq. ft.
 Lot 23B: 1.71617 acre, 17161.7 sq. ft.

APPROVED BY: [Signature]
 Deed Holder, Corporation, managing member
 3155 East 29th Street, Suite 120
 Indianapolis, Indiana 46220
 (317) 841-1506

STATE OF INDIANA
 COUNTY OF MARION } ss.
 I, *[Signature]*, Deed Holder, Vee President
 of *[Signature]*, do hereby certify that the above and foregoing is a true and correct copy of the original as the same appears in my records and files.

WITNESSES:
 [Signature] By Commission Expires 12-14-2008
 [Signature] County of Residence Hendricks
 (personal name)

APPROVED BY: DMS
 Date Recd: 4/28/08
 Project No: 9822821
 Sheet No: 1 of 1

AS-BUILT PLAT
 THE VILLAS AT THOMPSON PLACE
 As-Built #6 / Building #23
 Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
 City of Indianapolis, Perry Township, Marion County, Indiana

GRAPHIC SCALE
 1 inch = 20 ft.
 30 FEET

NOTE: EASEMENTS MAY BE IN VARIOUS DOCUMENTS WITH OTHER EASEMENTS. OWNERS MUST OBTAIN ALL APPLICABLE INSTRUMENTS AND RECORD THEM IN THE LOCAL RECORDS BUILDING. THE PLAT WILL LOCATIONS WAS TAKEN FROM THE PLANS OF THE BUILDINGS.

DEPT. OF METROPOLITAN DEVELOPMENT
 DATE: 4/23/08
 STATE OF INDIANA

DONALDSON:
 These covenants and restrictions shall run with the land and shall be binding upon the heirs, assigns and assigns of the parties to this deed, and shall be enforceable by the City of Indianapolis, Indiana, or its assigns.

DEVELOPER:
 The Metropolitan Development Commission, in accordance with the Metropolitan Development Commission, shall have the right to enforce the covenants and restrictions and to take any action necessary to enforce the covenants and restrictions.

APR 22 2008
 000066573

00066571

MARION COUNTY

SECTION 1, T14N, R14E
S0510

N 89°40'36" E
1321.42'
N 89°47'16" E 143.35'
S 00°38'28" W 82.97'

AS-BUILT PLAT
COUNTIES

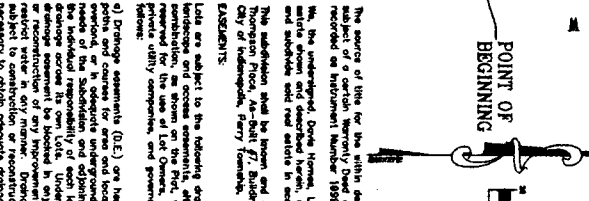
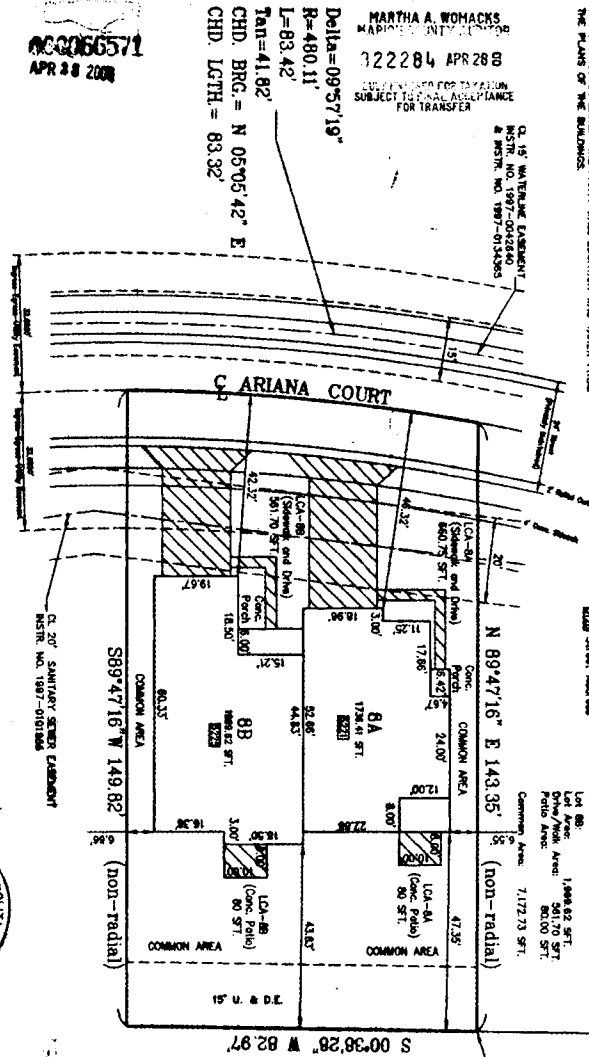
THE VILLAS AT THOMPSON PLACE
As-Built #7 / Building #8
Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana

LAND AREA SUMMARY
Total Land Area: 12,281.21 SFT
Lot 8A: 1,756.41 SFT
Lot 8B: 802.75 SFT
Lot 8C: 802.75 SFT
Lot 8D: 1,944.82 SFT
Lot 8E: 802.75 SFT
Lot 8F: 802.75 SFT
Common Areas: 7,127.33 SFT

LEGEND
ZZ Limited Common Area
ZZZ Street Address

GRAPHIC SCALE
1 inch = 20 feet

POINT OF BEGINNING
1394'



DEPT. OF METROPOLITAN DEVELOPMENT
DATE: 4/27/00
PER: [Signature]
NO. 0001

CERTIFICATE OF SURVEY
I, the undersigned, do hereby certify that I am a Registered Land Surveyor (S0510) in compliance with the laws of the State of Indiana and this plat represents a subdivision of a part of the Second Principal Meridian, Perry Township, City of Indianapolis, Marion County, Indiana, more particularly described as follows:
A part of the Northwest Quarter of Section 1, Township 14 North, Range 3 East, of the Second Principal Meridian, Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of said Northwest Quarter, said point being a Brass Peg found beneath County Survey, then thence North 89 degrees 40 minutes 36 seconds East (bearing established from the quarter section) 1321.42 feet to a point referred to as the Northwest Corner of a 0.332 acre tract conveyed by Deed No. 346 and North Plat being 1384.71 feet to the North of the Northwest Corner, thence South 00 degrees 38 minutes 28 seconds East, along the West line of said tract and parallel with the street line of said tract, a distance of 82.97 feet to a point of beginning, thence South 00 degrees 38 minutes 28 seconds West 82.97 feet to a point on a non-tradial curve from the Northwest Corner of said quarter section to the Northwest Corner of said tract, the curve having a radius of 37.00 feet and an angle of 180 degrees 00 minutes 00 seconds at the Northwest Corner of said quarter section, thence East 82.97 feet to a point on another non-tradial curve from the Northwest Corner of said quarter section to the Northwest Corner of said tract, the curve having a radius of 37.00 feet and an angle of 180 degrees 00 minutes 00 seconds at the Northwest Corner of said quarter section, thence East 143.35 feet to the Point of Beginning, including 0.2815 acres (12,281.21 square feet), more or less, and subject to all easements, rights-of-way, restrictions and all covenants of record.

Sold parcel also subject to the following:
Grant of Easement Right-of-Way and Easement and Release of Liability for Damages to Private Street from Thompson Place LLC to the City of Indianapolis as described in Instrument Number 1997-0101885.

Sold parcel also subject to the following:
Grant of Easement Right-of-Way and Easement and Release of Liability for Damages to Private Street from Thompson Place LLC to the City of Indianapolis as described in Instrument Number 1997-0101885.

Sold parcel also subject to the following:
Grant of Easement Right-of-Way and Easement and Release of Liability for Damages to Private Street from Thompson Place LLC to the City of Indianapolis as described in Instrument Number 1997-0101885.

Sold parcel also subject to the following:
Grant of Easement Right-of-Way and Easement and Release of Liability for Damages to Private Street from Thompson Place LLC to the City of Indianapolis as described in Instrument Number 1997-0101885.

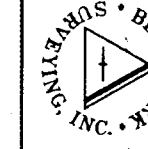
Sold parcel also subject to the following:
Grant of Easement Right-of-Way and Easement and Release of Liability for Damages to Private Street from Thompson Place LLC to the City of Indianapolis as described in Instrument Number 1997-0101885.

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Grant of Easement Right-of-Way and Easement and Release of Liability for Damages to Private Street from Thompson Place LLC to the City of Indianapolis as described in Instrument Number 1997-0101885.

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Grant of Easement Right-of-Way and Easement and Release of Liability for Damages to Private Street from Thompson Place LLC to the City of Indianapolis as described in Instrument Number 1997-0101885.

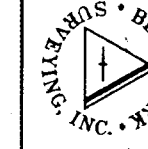


Donn M. Scotten
Donn M. Scotten
Donn M. Scotten
Donn M. Scotten
Donn M. Scotten

Donn M. Scotten, Registered Land Surveyor
9093 Technology Drive, Suite 104 - Fishers, Indiana 46038
(317) 841-1506

Donn M. Scotten, Registered Land Surveyor
9093 Technology Drive, Suite 104 - Fishers, Indiana 46038
(317) 841-1506

Donn M. Scotten, Registered Land Surveyor
9093 Technology Drive, Suite 104 - Fishers, Indiana 46038
(317) 841-1506



BENCHMARK SURVEYING, INC.
Donn M. Scotten, Registered Land Surveyor
9093 Technology Drive, Suite 104 - Fishers, Indiana 46038
(317) 841-1506

This instrument Prepared By:
BENCHMARK SURVEYING, INC.
Donn M. Scotten, Registered Land Surveyor
9093 Technology Drive, Suite 104 - Fishers, Indiana 46038
(317) 841-1506

This instrument Prepared By:
BENCHMARK SURVEYING, INC.
Donn M. Scotten, Registered Land Surveyor
9093 Technology Drive, Suite 104 - Fishers, Indiana 46038
(317) 841-1506

This instrument Prepared By:
BENCHMARK SURVEYING, INC.
Donn M. Scotten, Registered Land Surveyor
9093 Technology Drive, Suite 104 - Fishers, Indiana 46038
(317) 841-1506

AS-BUILT PLAT
SECTION 1, T14N, R14E
COUNTIES

THE VILLAS AT THOMPSON PLACE
As-Built #7 / Building #8
Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana

RECEIVED...
APR 28 2000

0000191948

RECEIVED FOR RECORD

00 MAY 24 PM 3:43

WANDA MARTIN MARION COUNTY RECORDER

AS-BUILT PLAT THE VILLAS AT THOMPSON PLACE AS-Built #8 / Building #7

Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East City of Indianapolis, Perry Township, Marion County, Indiana

No fence wall, hedge, shrub planting or trees which obstruct sight lines at intersections between three (3) and four (4) lots shall be installed on any lot within the area permitted to remain on any corner lot with the triangular area formed by the street property lines and a line connecting them at points fifteen (15) feet from the corner of the lot. The same sight line limitations shall apply to any lot within ten (10) feet from the intersection of any street property line with the edge of a driveway or other pavement.

The address of houses in this subdivision shall be subject to the Covenants, Conditions and Restrictions for The Villas at Thompson Place, Home Owners Association.

The Metropolitan Development Commission, its successors and assigns, its agents, representatives or other limitations contained therein other than those covenants, restrictions or conditions herein shall be subject to the Covenants, Conditions and Restrictions for The Villas at Thompson Place, Home Owners Association. The Metropolitan Development Commission, its successors and assigns, its agents, representatives or other limitations contained therein shall be subject to the Covenants, Conditions and Restrictions for The Villas at Thompson Place, Home Owners Association.

The right to enforce these provisions by injunction, specific performance or otherwise shall be subject to the Covenants, Conditions and Restrictions for The Villas at Thompson Place, Home Owners Association.

DURATION:

These covenants and restrictions shall run with the land in effect for a period of twenty-five (25) years after the date the Plat is recorded, after which time they shall terminate unless extended by the Metropolitan Development Commission or its successors and assigns, its agents, representatives or other limitations contained therein.

In testimony whereof, witness the signature of Declarant the 22nd day of May, 2000.

APPROVED THIS 24th DAY OF MAY 2000

WANDA MARTIN MARION COUNTY RECORDER

By: Davis Homes, LLC an Indiana Limited Liability Company 3755 East 82nd Street, Suite 120 Indianapolis, IN 46240 (317) 842-1777

By: Richard Davis, President

STATE OF INDIANA COUNTY OF MARION

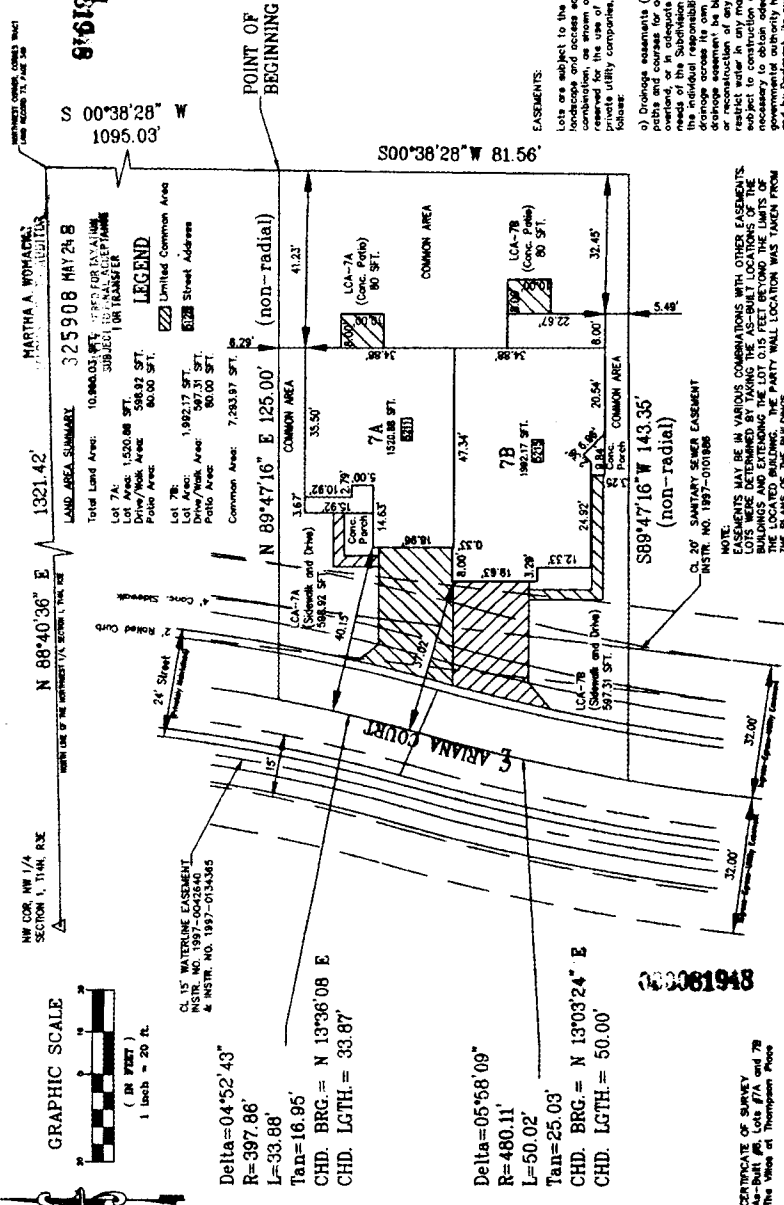
Before me the undersigned Notary Public in and for said County of Marion, Indiana, the foregoing Richard Davis, President of Davis Homes, LLC, and acknowledged the execution of the foregoing instrument to be and on behalf of said corporation.

Witness my hand and Notarized Seal this 22nd day of May, 2000.

Notary Public in and for said County of Marion, Indiana DONNA M. SCOTTEN (printed name) M.D.M. DONNA M. SCOTTEN My Commission Expires 6-20-07 County of Marion, Hendricks

This instrument Prepared By: BENCHMARK SURVEYING, INC. Donn M. Scotten, Registered Land Surveyor 9093 Technology Drive, Suite 104 - Fishers, Indiana 46038 (317) 841-1506

Table with 2 columns: Field Name, Value. Includes: Approved By: DNS, Drawn By: DNS, Date Plotted: 5/22/00, Project No.: 9822818, Sheet No.: 1 of 1



AS-BUILT PLAT THE VILLAS AT THOMPSON PLACE AS-Built #8 / Building #7 Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East City of Indianapolis, Perry Township, Marion County, Indiana

CL 15' WATERLINE EASEMENT... INSTR. NO. 1997-003435

GRAPHIC SCALE (1 INCH = 20 FEET)

Delta=04°52'43" R=397.86 L=33.86 Tan=16.95 CHD. BRG.= N 13°36'08" E CHD. LGTH.= 33.87'

Delta=05°58'09" R=480.11 L=50.02 Tan=25.03 CHD. BRG.= N 13°03'24" E CHD. LGTH.= 50.00'

CL 20' SANITARY SEWER EASEMENT INSTR. NO. 1997-010186

NOTE: THE PARTIES HAVE BEEN ADVISED BY THE SURVEYOR THAT THE PLATS OF THE BUILDINGS...



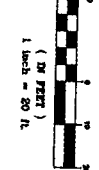
Wanda Martin, Recorder

Donn M. Scotten, Registered Land Surveyor #0510

Wanda Martin, Recorder



GRAPHIC SCALE



N 88°40'36" E 1321.42'

S 89°21'32" E 130.91'

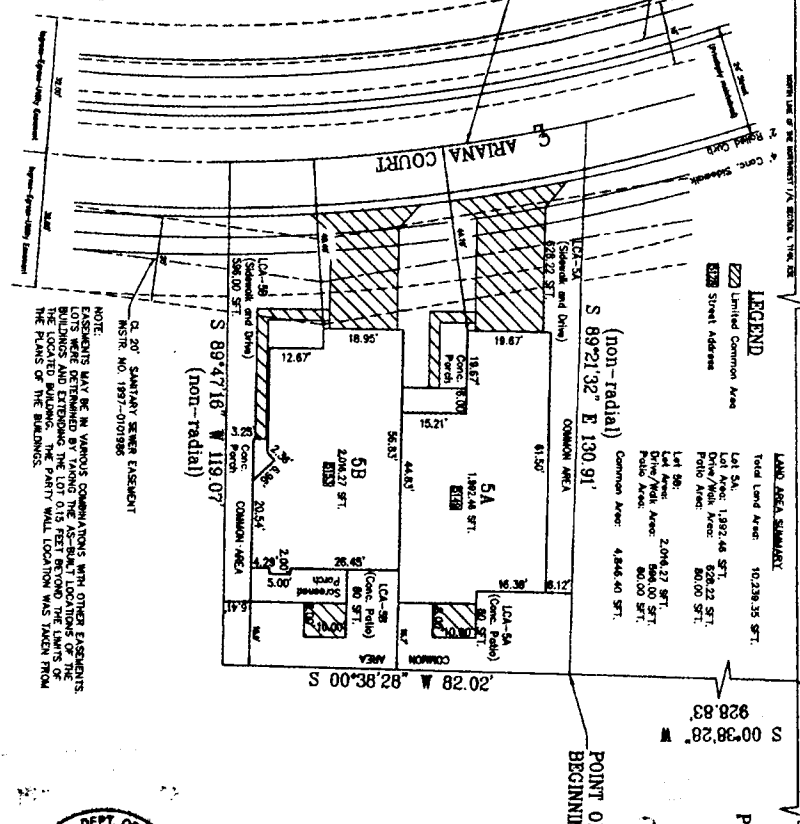
S 00°36'28" W 928.83'

N 139°4' SECTION 1, T14N, R3E

AS-BUILT PLAT THE VILLAS AT THOMPSON PLACE As-Built #9 / Building #5

Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East City of Indianapolis, Perry Township, Marion County, Indiana

DELTA = 12°12'36" R = 397.86' L = 84.79' TAN = 42.55' CHD BRG = N 07°24'46" W CHD LGTH = 84.63'



NOTE: EXISTING LOT 15 IN VILLAGE COMMUNITY WITH OTHER EXISTING BUILDINGS AND EXTENDING BY TAKING THE AS-BUILT RECORD OF THE PLANS OF THE BUILDINGS.



DEPARTMENT OF METROPOLITAN DEVELOPMENT CITY OF INDIANAPOLIS

MARTHA W. BOWACKS JUN 27 2000 JUN 30 2000

CERTIFICATE OF SURVEY At-Built #9, Lot #9A ends The Villas of Thompson Place

The undersigned, do hereby certify that I am a Registered Land Surveyor in compliance with the laws of the State of Indiana... A part of the Northwest Quarter of Section 1, Township 14 North, Range 3 East, City of Indianapolis, more particularly described as follows:

Part of Parcel Right-of-Way and Easement and Release of Liability for Damages to Project Structure Number 1997-0101985, LLC to the City of Indianapolis as described in Instrument Number 1997-0101985... The above tract is subject to a Grant of Waterline Easement to the Indianapolis Office of the Recorder, Instrument Number 1997-0042544 at 1997-0134365.

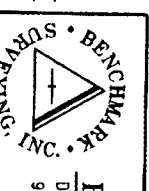


1) The source of title for the within described property is the subject of a certain Warranty Deed dated May 18, 1993 and recorded as Instrument Number 1993-0100672... 2) The undersigned, Dana Holmes, LLC, owners of the real estate shown and described herein, do hereby, by this plat and subtitle and real estate in accordance with the plat herein.

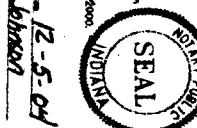
1) Egress/Easement (E/E) are hereby created over and across the following easements (E/E) are hereby created over such roads, pavement and other improvements may be constructed and maintained by the Association to or across the property and easements... 2) Owners of all lots shall take title subject to the rights of public or private utility having jurisdiction over the easements, and shall be responsible for the maintenance and repair of the easements.

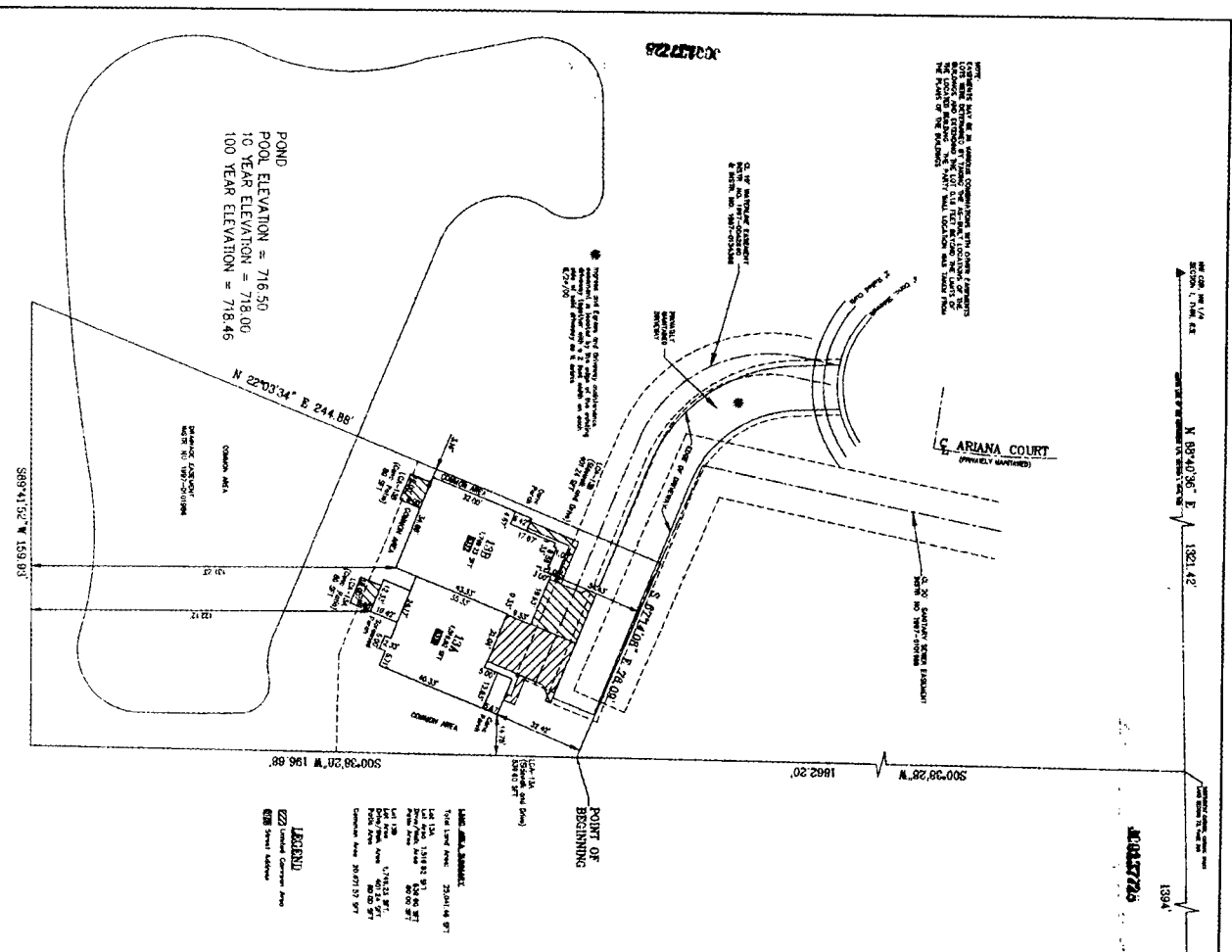
STATE OF INDIANA } COUNTY OF MARION } ss: Dana Holmes, LLC By: Dana Holmes, LLC Registered Land Surveyor 3755 East Blvd Street, Suite 120 (317) 844-6777

APPROVED THIS 24th DAY OF JUNE 2000



BENCHMARK SURVEYING, INC. Dan M. Scollen, Registered Land Surveyor 9093 Technology Drive, Suite 104 - Fishers, Indiana 46038 (317) 841-1506





GRAPHIC SCALE
 1" = 60 FEET

LEGEND

1/4\"/>

DEPARTMENT OF SURVEYING
 State of Indiana
 License No. 339004 MS318
 Michael J. Scott, Surveyor

THE VILLAGES AT THOMPSON PLACE
 As-Built #10 / Building #13
 Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
 City of Indianapolis, Ferry Township, Marion County, Indiana

AS-BUILT PLAT

This plat is a true and correct copy of the original as-built plat for the above described property, as the same appears on the records of the Department of Surveying of the State of Indiana. It is a true and correct copy of the original as-built plat for the above described property, as the same appears on the records of the Department of Surveying of the State of Indiana.

WARRANTY

The Surveyor warrants that the plat is a true and correct copy of the original as-built plat for the above described property, as the same appears on the records of the Department of Surveying of the State of Indiana.

APPROVED AND AUTHORIZED:
 Michael J. Scott, Surveyor
 State of Indiana

RECORDED FOR RECORD
 MAR 21 1973 PM 2:00
 MARION COUNTY CLERK

BENCHMARK SURVEYING, INC.
 9093 Technology Drive, Suite 104 - Fishers, Indiana 46038
 (317) 844-1595

This instrument prepared by:
BENCHMARK SURVEYING, INC.
 Deon W. Scotten, Registered Land Surveyor
 9093 Technology Drive, Suite 104 - Fishers, Indiana 46038
 (317) 844-1595

Approved by:
 State of Indiana
 Department of Surveying
 License No. 339004 MS318
 Michael J. Scott, Surveyor

SECTION 11-28-01
 30' x 100' x 100' x 100'
 1.453117228
 1.453117228

DELTA-11-28-01
 B-50-00
 L-10-01
 T-20-02
 Chd. Brg. = N 01°06'33" W
 Chd. Lch. = 5.99

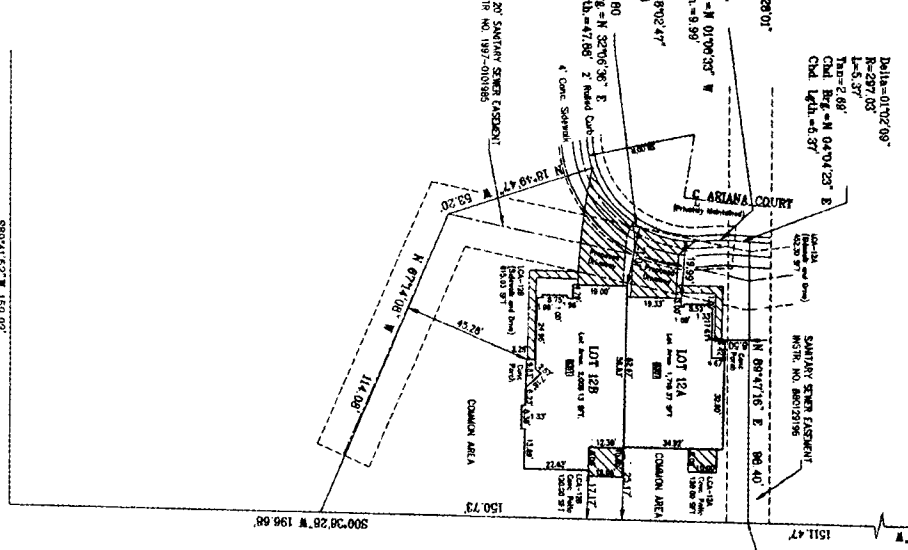
DELTA-01-02-09
 B-50-00
 L-5-37
 T-20-66
 Chd. Brg. = N 04°04'23" E
 Chd. Lch. = 6.97

DELTA-07-02-47
 B-50-00
 L-5-37
 T-20-66
 Chd. Brg. = N 32°06'36" E
 Chd. Lch. = 47.88

DELTA-07-02-47
 B-50-00
 L-5-37
 T-20-66
 Chd. Brg. = N 32°06'36" E
 Chd. Lch. = 47.88

DELTA-07-02-47
 B-50-00
 L-5-37
 T-20-66
 Chd. Brg. = N 32°06'36" E
 Chd. Lch. = 47.88

DELTA-07-02-47
 B-50-00
 L-5-37
 T-20-66
 Chd. Brg. = N 32°06'36" E
 Chd. Lch. = 47.88



POINT OF BEGINNING
 1511.47
 500°28'28" W 196.66'

500°28'28" W 196.66'
 589°41'52" W 159.93'

LEGEND
 1. 20' x 20' x 20' x 20'
 2. 10' x 10' x 10' x 10'
 3. 5' x 5' x 5' x 5'
 4. 2' x 2' x 2' x 2'
 5. 1' x 1' x 1' x 1'

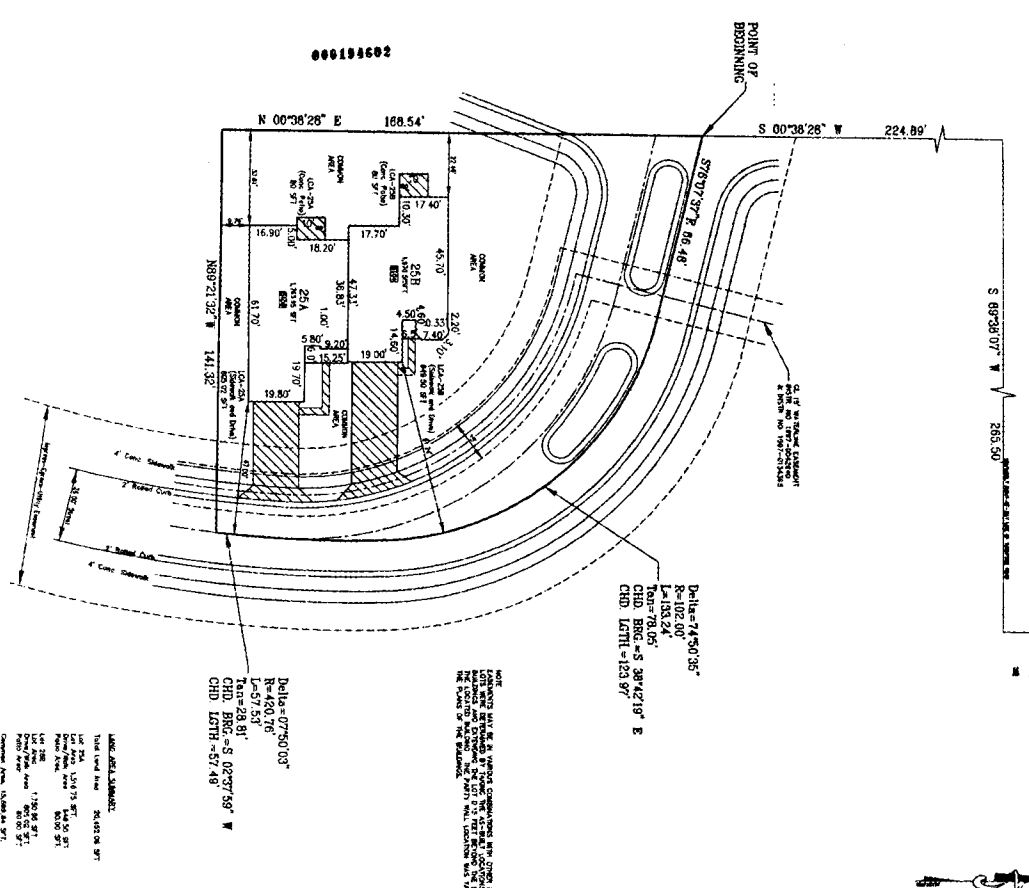
GRAPHIC SCALE
 1" = 100'

AS-BUILT PLAT
 THE VILLAS AT THOMPSON PLACE
 As-Built #12 / Building #12
 Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
 City of Indianapolis, Perry Township, Marion County, Indiana

APPROVED
 [Signature]
 Surveyor

BENCHMARK SURVEYING, INC.
 9883 Technology Drive, Suite 104 - Evans, Indiana 46038
 (317) 841-1508

SECTION 1, T14N, R14E
 N 89°40'38" E 1381.42'
 S 00°38'28" W 242.47'
 S 89°38'07" W 285.90'
 N 00°38'28" W 1394'
 N 00°38'28" W 1381.42'



RECORDED FOR RECORD
 REC 11 MAR 58
 MARION COUNTY, INDIANA

AS-BUILT PLAT
THE VILLAGES AT THOMPSON PLACE
 As-Built #13 / Building #25
 Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
 City of Indianapolis, Perry Township, Marion County, Indiana

MARION COUNTY, INDIANA
 REC 11 MAR 58
 351988 DEC 118

NOTICE: THIS PLAT IS A PART OF THE SURVEY OF THE CITY OF INDIANAPOLIS, INDIANA, AND IS SUBJECT TO THE CITY OF INDIANAPOLIS, INDIANA, ORDINANCE NO. 1077, WHICH PROVIDES THAT THE CITY OF INDIANAPOLIS, INDIANA, SHALL HAVE THE RIGHT TO TAKE EASEMENTS IN THE PLAT FOR THE PURPOSES OF THE CITY OF INDIANAPOLIS, INDIANA.

Delta = 74°50'38"
 R = 102.00'
 CHD BGC = S 38°42'19" E
 CHD L0711 = 223.97'

Delta = 07°50'03"
 R = 57.53'
 CHD BGC = S 02°27'59" W
 CHD L0718 = 57.48'

LEGEND
 220 Street Address
 200981900



Annex S. S. S.
 Surveyor
 No. 50510
 State of Indiana

Annex S. S. S.
 Surveyor
 No. 50510
 State of Indiana

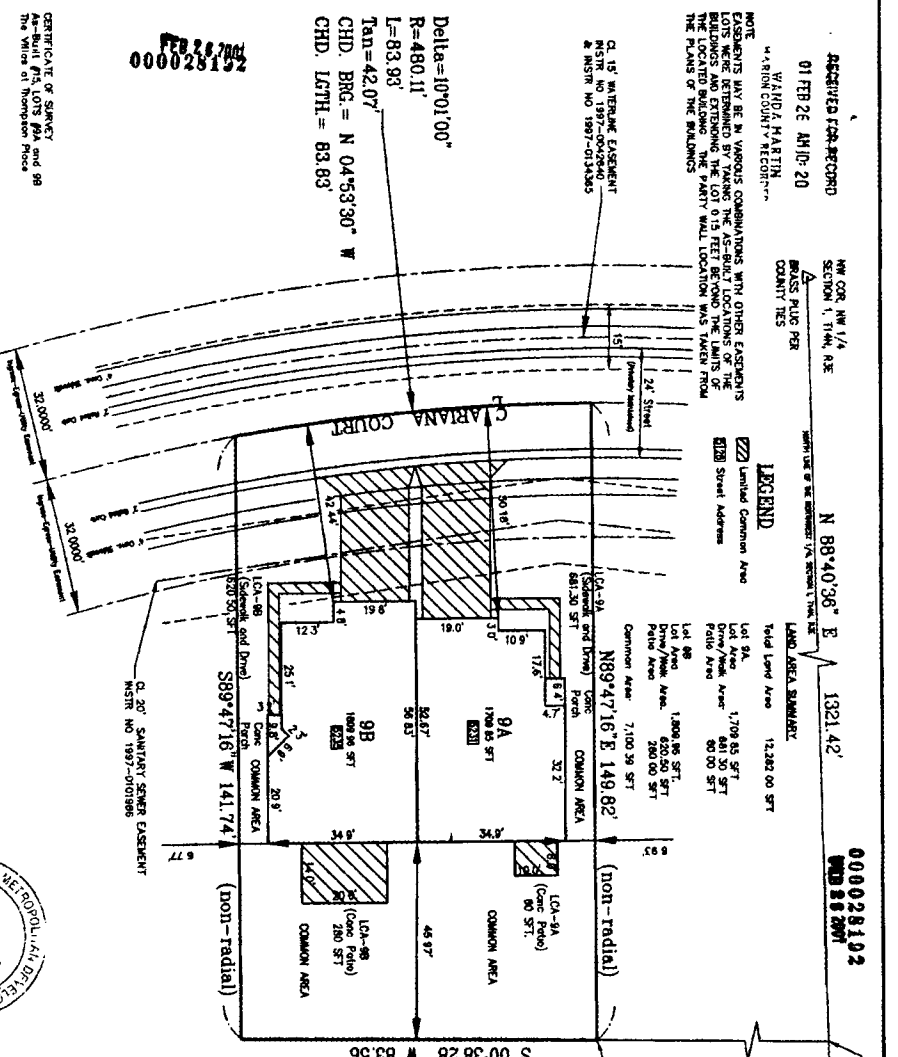


BENCHMARK SURVEYING, INC.
 Dave N. Sautter, Registered Land Surveyor
 9251 Technology Drive, Suite 104 - Fishers, Indiana 46038
 (317) 841-1506

Approved By: [Signature]
 Date: 2/27/08
 1 of 1

RECEIVED FROM RECORD
01 FEB 28 4H 02 20
VANDI MARTIN
MARION COUNTY RECORD

NOTE: EXEMPTION BY REF. IN VARIOUS COUNTRIES WITH OTHER EXEMPTIONS HAS BEEN OBTAINED FOR THE ASSASSINATIONS OF THE BUILDINGS AND EXTENDING THE LOT 0.15 FEET BEYOND THE LIMITS OF THE LOCATED BUILDING. THE PARTY WALL LOCATION WAS TAKEN FROM THE PLANS OF THE BUILDINGS.



N 89°40'36" E 1321.42'
LAND AREA SUMMARY
Total Land Area 12,282.00 SFT
Lot 9A 1,708.83 SFT
Lot 9B 1,708.83 SFT
Lot 9C 1,708.83 SFT
Lot 9D 1,708.83 SFT
Lot 9E 1,708.83 SFT
Lot 9F 1,708.83 SFT
Lot 9G 1,708.83 SFT
Lot 9H 1,708.83 SFT
Lot 9I 1,708.83 SFT
Lot 9J 1,708.83 SFT
Lot 9K 1,708.83 SFT
Lot 9L 1,708.83 SFT
Lot 9M 1,708.83 SFT
Lot 9N 1,708.83 SFT
Lot 9O 1,708.83 SFT
Lot 9P 1,708.83 SFT
Lot 9Q 1,708.83 SFT
Lot 9R 1,708.83 SFT
Lot 9S 1,708.83 SFT
Lot 9T 1,708.83 SFT
Lot 9U 1,708.83 SFT
Lot 9V 1,708.83 SFT
Lot 9W 1,708.83 SFT
Lot 9X 1,708.83 SFT
Lot 9Y 1,708.83 SFT
Lot 9Z 1,708.83 SFT
Common Area 7,100.39 SFT
Ditch/Water Area 620.00 SFT
Public Area 200.00 SFT

000028102
VANDI MARTIN
MARION COUNTY RECORD

AS-BUILT PLAT
THE VILLAGES AT THOMPSON PLACE
AS-Built #15 / Building #9
Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
Marion County, Indiana
City of Indianapolis, Perry Township, Marion County, Indiana

GRAPHIC SCALE
(As Shown)
1 inch = 20 feet

POINT OF BEGINNING
1394'

The source of title for the within described property is the...
The undersigned, Dore Homes, LLC, owners of the real...
This subdivision was begun and completed on the Village of...
EXEMPTIONS
1) Damage elements (D.E.) are hereby created to provide...
2) Utility Easements (U.E.) are hereby created for use of...
3) Impingement easements (I.E.) are hereby created over...
4) Owners of all lots shall have the right to use the...
The undersigned, Dore Homes, LLC, owners of the real...
This subdivision was begun and completed on the Village of...
EXEMPTIONS
1) Damage elements (D.E.) are hereby created to provide...
2) Utility Easements (U.E.) are hereby created for use of...
3) Impingement easements (I.E.) are hereby created over...
4) Owners of all lots shall have the right to use the...
The undersigned, Dore Homes, LLC, owners of the real...
This subdivision was begun and completed on the Village of...
EXEMPTIONS
1) Damage elements (D.E.) are hereby created to provide...
2) Utility Easements (U.E.) are hereby created for use of...
3) Impingement easements (I.E.) are hereby created over...
4) Owners of all lots shall have the right to use the...



CERTIFICATE OF SURVEY
The undersigned, do hereby certify that I am a Registered...
1. The undersigned, do hereby certify that I am a Registered...
A part of the Northwest Quarter of Section 1, Township 14 North,
Range 3 East of the Second Principal Meridian, Perry Township, City
of Indianapolis, Marion County, Indiana, more particularly described
as follows:
Commencing at the Northwest Corner of said Northwest Quarter, and
point being a Brass Plug found in the County Survey Plat, Thence
North 88 degrees 40 minutes 36 seconds East (bearing established from
previous survey) 1321.42 feet to a point referred to as the Northwest
Corner of a 33.42 acre tract conveyed by Corbett & Morey Deed
recorded 3/12/92 and recorded in Lot 9A, 9B, 9C, 9D, 9E, 9F, 9G, 9H,
9I, 9J, 9K, 9L, 9M, 9N, 9O, 9P, 9Q, 9R, 9S, 9T, 9U, 9V, 9W, 9X, 9Y, 9Z
of the Northwest Quarter of Section 1, Township 14 North, Range 3
East of the Second Principal Meridian, Perry Township, City of Indianapolis,
Marion County, Indiana, more particularly described as follows:
Thence South 00 degrees 55 minutes 28 seconds West, along the West
Line of said tract and parallel with the East Line of said Northwest Quarter
1729.56 feet to the center of a copper pipe 1.5 inches diameter, Thence South 89
degrees 47 minutes 15 seconds West 141.74 feet to a point on a non-tangent
curve to the right whose central angle is 10 degrees 01 minute 00 seconds,
radius 90 seconds East, Thence Northerly along the arc of said curve
83.93 feet to a point from which the radius point bears South 88 degrees
53 minutes 00 seconds East, Thence North 89 degrees 47 minutes 15
seconds West 141.74 feet to the center of a copper pipe 1.5 inches diameter,
(12282.00 sq. ft.), more or less, and subject to all easements, rights,
et-cetera, restrictions and covenants of record.

Said parcel also subject to the following:
Grant of Partial Right-of-Way and Easement and Release of Liability for Damage to
Private Street from Thompson Village, LLC to the City of Indianapolis as described in
Instrument Number 1997-010185

Witness my hand and seal this 14th day of February, 2001
Dore Homes, LLC

201920000
MAR 28 2001



Donn M. Scollen, Registered Land Surveyor
9855 Crosspoint Boulevard, Suite 110-Indianapolis, Indiana 46256
(317) 841-1506

This instrument Prepared By:
BENCHMARK SURVEYING, INC.
Donn M. Scollen, Registered Land Surveyor
9855 Crosspoint Boulevard, Suite 110-Indianapolis, Indiana 46256
(317) 841-1506

APPROVED THIS 24th day of February, 2001
PERRY TOWNSHIP ASSOCIATION
MARTHA A WILKINS
160170 FEB 26 2001
MARION COUNTY RECORD

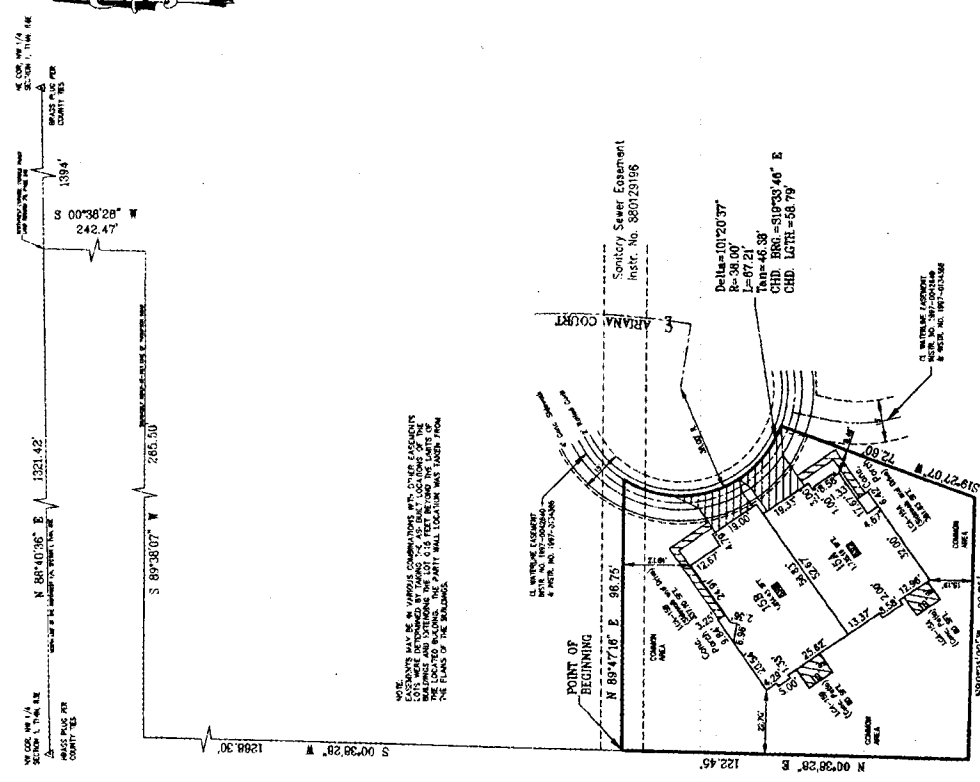
APPROVED BY: DMS
Drawn By: DMS
Date Plotted: 02/15/01
Project No: 2924471
Sheet No: 1 of 1

AS-BUILT PLAT
THE VILLAS AT THOMPSON PLACE
As-Built #17 / Building #15
Part of the Northwest 1/4, Section 14, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana

RECEIVED FOR RECORD
SEP 17 2008
P 5:38

RECORDED
SEP 17 2008
P 5:38

010164170



NOTE:
CASements MAY BE IN VIOLATION OF THE
INDIAN CONSTITUTION AND STATE STATUTES
RELATIVE TO THE SALE OF REAL ESTATE
BY THE STATE OF INDIANA. THE PARTIAL
WALL LOCATED WAS TORN FROM
THE FOUNDATION OF THE HOUSE.

RECORDED
SEP 17 2008
P 5:38

Michael J. ...

STATE OF INDIANA
COUNTY OF MARION
I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.

On this 15th day of August, 2008, I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.

On this 15th day of August, 2008, I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.

On this 15th day of August, 2008, I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.

On this 15th day of August, 2008, I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.

On this 15th day of August, 2008, I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.

On this 15th day of August, 2008, I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.

On this 15th day of August, 2008, I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.

010164170

010164170



STATE OF INDIANA
COUNTY OF MARION
Michael J. Scott
I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.



STATE OF INDIANA
COUNTY OF MARION
Michael J. Scott
I, the undersigned, Michael J. Scott, being duly sworn, depose and say that I am the owner of the above described premises, and that the same are situated in the Northwest 1/4 of Section 14, Township 14 North, Range 3 East, City of Indianapolis, Perry Township, Marion County, Indiana.

BENCHMARK SURVEYING, INC.
Don M. Scitten Registered Land Surveyor
8855 Crosspoint Blvd., Suite 110 Indianapolis, Indiana 46256
(317) 841-1506

0211981910

MARK J. ...
1261 1/2 S. ...
4800 N. ...
4800 N. ...
4800 N. ...
4800 N. ...

LEGEND
[Symbol] Unrecorded Easement
[Symbol] Street Address

GRAPHIC SCALE



HW COR. NW 1/4
SECTION 1, T14N, R9E

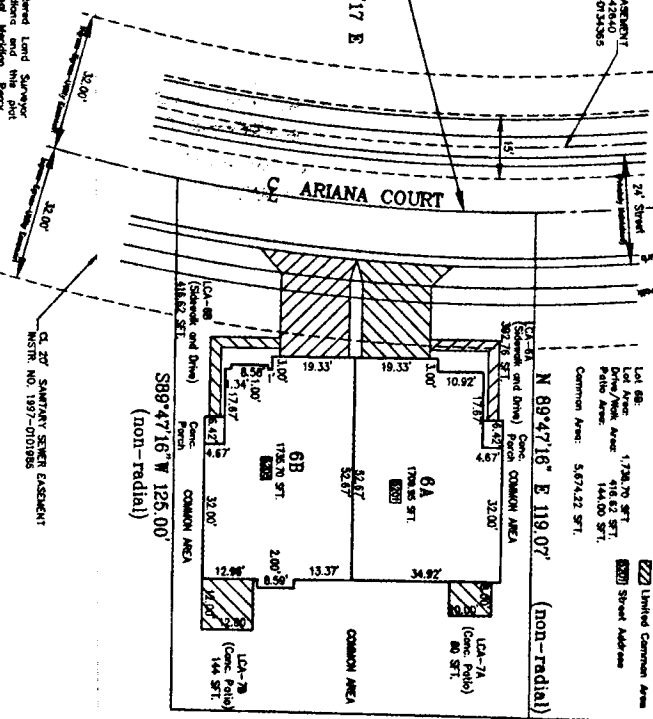
N 88°40'36" E
1321.42'

LAND AREA SUMMARY
Total Land Area: 10,133.23 SFT.

Lot 6A: 1,709.89 SFT.
Lot 6B: 302.79 SFT.
Lot 6C: 802.50 SFT.
Lot 6D: 1,728.79 SFT.
Lot 6E: 1,460.50 SFT.
Common Area: 5,874.22 SFT.

LEGEND

- Common Area
- Lot 6A
- Lot 6B
- Lot 6C
- Lot 6D
- Lot 6E
- 222 Limited Common Area
- 620 Street Address



POINT OF BEGINNING

RECEIVED FOR RECORD
OCT 19 PM 1:39
AS-BUILT PLAT
AS-Built #20 / Building #6
Part of Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana



AS-BUILT PLAT
AS-Built #20 / Building #6
Part of Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana

The Metropolitan Development Commission, its successors and assigns, hereby certifies that the information contained herein is true and correct, and that the same conform to the laws of the State of Indiana, and that the same have been duly recorded in the Office of the Recorder of Marion County, Indiana, under and subject to the provisions of the laws of the State of Indiana.

1) The undersigned, an attorney-at-law, certify that I am a Registered Land Surveyor in good standing in the State of Indiana, and that I am duly qualified to prepare and certify plat maps and surveys in accordance with the laws of the State of Indiana, and that I have prepared the foregoing plat map and survey in accordance with the laws of the State of Indiana, and that I have duly recorded the same in the Office of the Recorder of Marion County, Indiana, under and subject to the provisions of the laws of the State of Indiana.

2) I hereby certify that I am a Registered Land Surveyor in good standing in the State of Indiana, and that I have prepared the foregoing plat map and survey in accordance with the laws of the State of Indiana, and that I have duly recorded the same in the Office of the Recorder of Marion County, Indiana, under and subject to the provisions of the laws of the State of Indiana.

3) I hereby certify that I am a Registered Land Surveyor in good standing in the State of Indiana, and that I have prepared the foregoing plat map and survey in accordance with the laws of the State of Indiana, and that I have duly recorded the same in the Office of the Recorder of Marion County, Indiana, under and subject to the provisions of the laws of the State of Indiana.

4) I hereby certify that I am a Registered Land Surveyor in good standing in the State of Indiana, and that I have prepared the foregoing plat map and survey in accordance with the laws of the State of Indiana, and that I have duly recorded the same in the Office of the Recorder of Marion County, Indiana, under and subject to the provisions of the laws of the State of Indiana.

5) I hereby certify that I am a Registered Land Surveyor in good standing in the State of Indiana, and that I have prepared the foregoing plat map and survey in accordance with the laws of the State of Indiana, and that I have duly recorded the same in the Office of the Recorder of Marion County, Indiana, under and subject to the provisions of the laws of the State of Indiana.

APPROVED THIS DAY OF OCTOBER 20, 2001
PERRY TOWNSHIP ASSESSOR
G.B. MANAGER

APPROVED THIS DAY OF OCTOBER 20, 2001
DONN M. SCOTLEN
REGISTERED LAND SURVEYOR

APPROVED THIS DAY OF OCTOBER 20, 2001
DONN M. SCOTLEN
REGISTERED LAND SURVEYOR

APPROVED THIS DAY OF OCTOBER 20, 2001
DONN M. SCOTLEN
REGISTERED LAND SURVEYOR

Delta = 12°11'31"
R = 397.86'
L = 84.66'
Tan = 42.48'
CHD. BRG. = N 04°47'17" E
CHD. LGTH = 84.50'

CENTRELINE OF SURVEY
The 1/2" wide centerline of the road, shown on the plat map and survey, is hereby established as the centreline of the road, and the same is hereby dedicated to the use of the public for the purposes of the laws of the State of Indiana, and the same is hereby dedicated to the use of the public for the purposes of the laws of the State of Indiana.

NOTE: EGRESS MAY BE IN VIOLATION OF ORDINANCES WITH OTHER EGRESS. THIS PLAT IS SUBJECT TO ALL ORDINANCES, LAWS, AND REGULATIONS OF THE CITY OF INDIANAPOLIS, INDIANA, AND THE STATE OF INDIANA.

APPROVED THIS DAY OF OCTOBER 20, 2001
DONN M. SCOTLEN
REGISTERED LAND SURVEYOR

03 FEB - 4 PM 8:57
WANDA MARTIN
MARION COUNTY RECORDER

030025371

LEGEND
E22 Limited Common Area
E23 Street Address

LAND AREA SUMMARY
Total Land Area: 9.8134 ACRE
Lot 11A: 1.7487 ACRE
Drive/Walk Area: 1.1137 ACRE
Patio Area: 31.45 SFT
Lot 11B: 1.7087 ACRE
Drive/Walk Area: 507.76 SFT
Patio Area: 86.00 SFT
Common Area: 5.0342 ACRE

AS-BUILT PLAT
SECTION 1, T14N, R1E
BRASS PLUS PER
COUNTIES

20' SANITARY SEWER EXERCISE
MSM, NO. 1987-010296

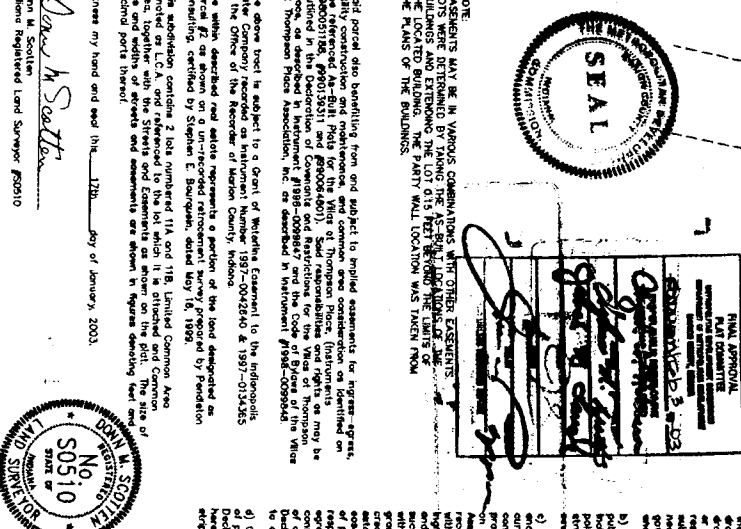
Delta = 17°34'21"
R = 284.03'
L = 87.11'
Tan = 43.90'
CHD. BRG = N 05°03'30" W
CHD. LETH = 88.77'

030025371

SANITARY SEWER EXERCISE
MSM, NO. 88072896

N 88°40'36" E 1321.42'
N 89°47'16" E 120.05' (non-radial)
S 00°38'28" E 1428.01'
S 00°38'28" E 1394'
1994'

ME COR. NW 1/4
SECTION 1, T14N, R1E
BRASS PLUS PER
COUNTIES
Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana



NOTE: THE RIGHTS MAY BE IN VARIOUS COMMUNITIES. ALL OTHER EXERCISES AND BUILDINGS AND EXTENDING THE LOT 0.15 ACRES TO THE LINES OF THE FENCED BUILDING. THE PARTY WALL LOCATION WAS TAKEN FROM THE PLANS OF THE BUILDING.

PLAN APPROVAL
PLAT DATES
AS-BUILT PLAT NO. 25371
RECORDED IN MARION COUNTY RECORDS ON 02/04/03
WANDA MARTIN, RECORDER

SEAL
MARION COUNTY RECORDER
WANDA MARTIN

APPROVED THIS 30th day of February 2003
PERRY TOWNSHIP ASSESSOR
D. R. GUY, GIS MANAGER

AS-BUILT PLAT
SECTION 1, T14N, R1E
BRASS PLUS PER
COUNTIES
Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana

ME COR. NW 1/4
SECTION 1, T14N, R1E
BRASS PLUS PER
COUNTIES
THE VILLAGES AT THOMPSON PLACE
As-Built #23 / Building #11
Part of the Northwest 1/4, Section 1, Township 14 North, Range 3 East
City of Indianapolis, Perry Township, Marion County, Indiana

GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

POINT OF BEGINNING
(IN FEET)
1 inch = 50 ft.

APPROVED THIS 30th day of February 2003
PERRY TOWNSHIP ASSESSOR
D. R. GUY, GIS MANAGER

APPROVED THIS 30th day of February 2003
PERRY TOWNSHIP ASSESSOR
D. R. GUY, GIS MANAGER

APPROVED THIS 30th day of February 2003
PERRY TOWNSHIP ASSESSOR
D. R. GUY, GIS MANAGER

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APPROVED THIS 30th day of February 2003
PERRY TOWNSHIP ASSESSOR
D. R. GUY, GIS MANAGER

APPROVED THIS 30th day of February 2003
PERRY TOWNSHIP ASSESSOR
D. R. GUY, GIS MANAGER

AS-BUILT PLAT
RECEIVED FOR RECORD
01 AUG 21 PM 12:33
WANDA H. FEIN

DEPT. OF METROPOLITAN DEVELOPMENT
DATE RECORDED
PERRY TOWNSHIP
MARION COUNTY, INDIANA

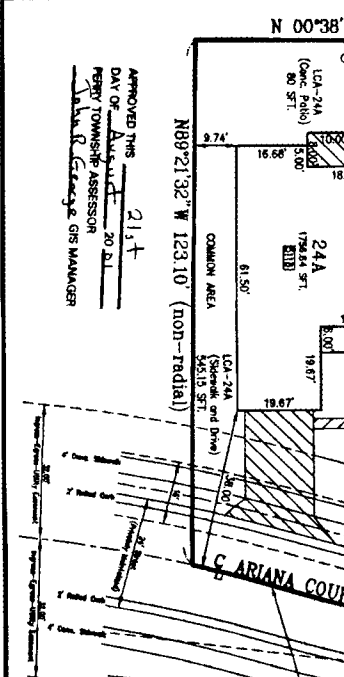
GRAPHIC SCALE
1 inch = 50 feet
242.47
1394
010148154

AS-BUILT PLAT
NO. 05010
LAND SURVEYOR
STATE OF INDIANA
Dawn M. Scott
Indiana Registered Land Surveyor #60010

Delta = 09°34'25"
R = 420.76'
L = 70.30'
CHD BRG = S 11°20'14" W
CHD LGTH = 70.22'

Delta = 03°21'51"
R = 368.29'
L = 21.62'
Tan = 45.52'
CHD BRG = S 14°26'31" W
CHD LGTH = 21.62'

APPROVED THIS 21st DAY OF AUGUST 2001
PERRY TOWNSHIP ASSESSOR
TERRY R. GEORGE, GIS MANAGER



APPROVED THIS 21st DAY OF AUGUST 2001
PERRY TOWNSHIP ASSESSOR
TERRY R. GEORGE, GIS MANAGER

LEGEND
EZZ United Common Area
Street Address
591841010

BENCHMARK SURVEYING, INC.
Dawn M. Scott, Registered Land Surveyor
9855 Crosspoint Blvd., Suite 110
Indianapolis, Indiana 46256
(317) 841-1506

Approved By: [Signature]
Date: 08/20/01
1 of 1

