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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Whitehall Company, an Indiana general partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Indianapolis, Marion County, Indiana, which is more particularly described in Exhibit "A" and Exhibit "B" attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit A and Exhibit B shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to The Whitehall Corporation, an Indiana not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract

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sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A and Exhibit B and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described in Exhibit C attached hereto and by this reference made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Whitehall Company, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

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(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association 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 to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Association's Easement for Maintenance and Repair.
The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, shall have an easement to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one Lot.

If any member shall fail to maintain the open area attached to his lot, the Association upon the giving of ten (10) days written notice to such member, shall have the right to enter upon such open area, do any necessary maintenance thereon. The cost of such maintenance shall be a special assessment against such lot and the owner thereof.

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ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- (b) on January 1, 1974.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the

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Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) special assessments as provided in Article II, Section 3 and Article V; such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area and for other purposes as specifically provided herein.

Section 3. Maximum Annual Assessment.

(a) Until January 1, 1974, the maximum annual assessment on any Lot conveyed by Declarant on the real estate described in Exhibit A shall be \$192.00 per lot.

(b) Until January 1, 1974, the maximum annual assessment on any Lot conveyed by Declarant on the real estate described in Exhibit B shall be \$120.00 per lot.

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(c) From and after January 1, 1974, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(d) From and after January 1, 1974, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(e) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized

Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of

each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. The annual assessment for lots on the real estate described in Exhibit B shall be \$72.00 less than the annual assessment for lots on the real estate described in Exhibit A. Except for such difference, both annual and special assessments for capital improvements must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessment provided for herein shall commence as to each Lot on the first day of the month following the conveyance of such Lot by Declarant. The first annual assessment shall be adjusted pro rata according to the number of months remaining in the calendar year. The Board of Directors shall fix any increase in the amount of the annual assessment at least thirty (30) days in advance of each calendar year period. Written notice of annual and special assessments shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid.

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Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties fails to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of

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the buildings and any other improvements erected thereon.
The cost of such exterior maintenance shall be a special
assessment against such Lot and the owner thereof.

ARTICLE VI

PARTY WALLS

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

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

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, 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.

ARTICLE VII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such

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design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

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Section 4. Annexation. Additional residential property and Common Area may be annexed to The Properties with the consent of two-thirds (2/3) of each class of members, provided, however, all or any part of a certain tract containing approximately 30 acres, which tract is presently owned by J & L Realty, Inc. and Concord Builders, Inc., and adjacent to the western side of The Properties, shall be annexed to The Properties at the option of such present owners (or Declarant if any such property is acquired by Declarant). Such annexation shall be effected no later than three (3) years from the date of this instrument by written notice to the Association and recording of a Declaration applicable to such annexed real estate which incorporates the material terms of the Declaration herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 26th day of June, 1972.

WHITEHALL COMPANY
By Milo D. Beam
General Partner

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Milo D. Beam, a general partner of Whitehall Company, a general partnership, who acknowledged execution of the foregoing instrument for and on behalf of such partnership and who, being duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 26th day of June, 1972.

My Commission Expires:

February 22, 1975

THIS INSTRUMENT PREPARED BY
Clarence D. Orange

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Carolyn England
Notary Public

CAROLYN E. ENGLAND
NOTARY PUBLIC FOR INDIANA
STATE OF INDIANA



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EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

A part of the West Half of the Southwest Quarter of Section 8, and part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the said East Half Quarter Section; thence South 89 degrees 10 minutes 36 seconds West along the South line of the said East Half Quarter Section, 457.00 feet to a point which lies North 89 degrees 10 minutes 36 seconds East 876.28 feet from the Southwest corner of the said East Half Quarter Section; thence North 01 degree 08 minutes 13 seconds West parallel with the East line of the said East Half Quarter Section, 1465.21 feet to the Northerly line of real estate set out in Deed recorded January 12, 1965, as Instrument #65-1848 in the Office of the Recorder of Marion County, Indiana; thence South 86 degrees 23 minutes 43 seconds East along the said Northerly line 1572.49 feet; thence South 01 degree 06 minutes 29 seconds West 219.91 feet; thence South 88 degrees 58 minutes 33 seconds West, 170.78 feet; thence South 45 degrees 09 minutes 16 seconds West, 332.17 feet; thence South 06 degrees 29 minutes 17 seconds West 907.79 feet to the South line of the said West Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West along the said South line, 578.62 feet to the place of beginning, containing 39.566 acres, more or less.

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EXHIBIT B

A part of the West Half of the Southwest Quarter of Section 8, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning on the South line of the said Half Quarter Section South 88 degrees 58 minutes 33 seconds West, 420.00 feet from the Southeast corner of the said Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West along the South line of the said Half Quarter Section, 340.00 feet to a point which lies North 88 degrees 58 minutes 33 seconds East, 578.62 feet from the Southwest corner of the said Half Quarter Section; thence North 06 degrees 29 minutes 17 seconds East 907.79 feet; thence North 45 degrees 09 minutes 16 seconds East, 332.17 feet; thence North 88 degrees 58 minutes 33 seconds East parallel with the South line of the said Half Quarter Section, 170.78 feet; thence North 01 degree 06 minutes 29 seconds East parallel with the East line of the said Half Quarter Section, 219.91 feet to the Northerly line of real estate set out in deed, recorded January 12, 1965, as Instrument #65-1842 in the Office of the Recorder of Marion County, Indiana; thence South 86 degrees 23 minutes 43 seconds East along the said Northerly line 230.00 feet to the Northeast corner of the Southwest Quarter of the said Southwest Quarter Section; thence South 01 degree 06 minutes 29 seconds East along the East line of the said Half Quarter Section, 1031.35 feet, to a point which lies North 01 degree 06 minutes 29 seconds West, 300.00 feet from the Southeast corner of the said Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West parallel with the South line of the said Half Quarter Section, 420.00 feet; thence South 01 degree 06 minutes 29 seconds East parallel with the East line of the said Half Quarter Section, 300.00 feet to the place of beginning, containing 15.424 acres, more or less.

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EXHIBIT C

LEGAL DESCRIPTION OF REAL ESTATE.

A part of the West Half of the Southwest Quarter of Section 8, and part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the said East Half Quarter Section; thence South 89 degrees 10 minutes 36 seconds West along the South line of the said East Half Quarter Section, 457.00 feet to a point which lies North 89 degrees 10 minutes 36 seconds East 876.28 feet from the Southwest corner of the said East Half Quarter Section; thence North 01 degree 08 minutes 13 seconds West parallel with the East line of the said East Half Quarter Section, 1465.21 feet to the Northerly line of real estate set out in Deed recorded January 12, 1965, as Instrument #65-1848 in the Office of the Recorder of Marion County, Indiana; thence South 86 degrees 23 minutes 43 seconds East along the said Northerly line 1572.49 feet; thence South 01 degree 06 minutes 29 seconds West 219.91 feet; thence South 88 degrees 58 minutes 33 seconds West, 170.78 feet; thence South 45 degrees 09 minutes 16 seconds West; 332.17 feet; thence South 06 degrees 29 minutes 17 seconds West 907.79 feet to the South line of the said West Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West along the said South line, 578.62 feet to the place of beginning, containing 39.566 acres, more or less.

Except all lots as shown on the Whitehall Commons subdivision maps as ultimately recorded and except also West 47th Street as shown on such subdivision maps.

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RECORDER
OF MARION CO.

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AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

This Amendment to Declaration of Covenants, Conditions and Restrictions is made on the date hereinafter set forth by Whitehall Company, an Indiana general partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant desires to amend a certain Declaration of Covenants, Conditions and Restrictions, which Declaration was executed by Declarant on June 26, 1972, and recorded on June 26, 1972 as Instrument #72-36196 in the Office of the Recorder of Marion County, Indiana, and

WHEREAS, Declarant is the owner of more than ninety percent (90%) of the Lots located on the property described in the above-mentioned Declaration,

NOW, THEREFORE, Declarant hereby amends the above-described Declaration in the following particulars:

1. Article III, Section 2, Class B, subparagraph (b) shall be amended to read as follows:

"(b) on January 1, 1975."

2. Article IV, Section 3, subparagraph (d) shall be amended to read as follows:

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"(d) From and after January 1, 1974, the maximum annual assessment may be increased above 3% by a vote of a majority of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose."

3. Article IV, Section 8 shall be amended to read as follows:

"Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 7 hereof), then the entire unpaid assessment shall become delinquent and shall become together with such interest thereon and cost of collection thereof, as hereinafter provided, a continuing lien on the relevant property, binding upon the then owner, his heirs, devisees, successors and assigns. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

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

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

No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot."

4. Article VIII, Section 3 shall be amended to read as follows:

"Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners. Any amendment must be recorded."

5. Article VIII, Section 4 shall be amended to read as follows:

"Section 4. Annexation. Additional residential property and Common Area may be annexed to The Properties with the consent of a majority of each class of members. However, all or any part of a certain tract containing approximately 30 acres, which tract is presently owned by J & L Realty, Inc. and Concord Builders, Inc., and adjacent to the western side of The Properties, shall be annexed to The Properties at the option of such present owners (or Declarant if any such property is acquired by Declarant); but such annexation shall be effected no later than three (3) years from the date of this instrument by written notice to the Association and recording of a Declaration applicable to such annexed real estate which incorporates the material terms of the Declaration herein."

Except as amended hereby, the above-described Declaration remains unchanged and in full force and effect.

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OF MARIION CO.

IN WITNESS WHEREOF, the undersigned being the Declarant
herein, has here into set its hand and seal this 16th
day of August, 1972.

WHITEHALL COMPANY

By: William P. Jennings
William P. Jennings
General Partner

STATE OF INDIANA }
 } SS:
COUNTY OF MARION }

Before me, the undersigned, a Notary Public in and for said
County, this 16th day of August, 1972, personally appeared
William P. Jennings, General Partner of Whitehall Company, A
General Partnership who acknowledged the foregoing instrument
for and on behalf of such partnership and who, being duly sworn,
stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of August,
1972.

Darlene Williams

Darlene Williams
Notary Public

My commission expires February 11, 1976



THIS INSTRUMENT PREPARED BY CLARENCE H. DOMINGER, ATTORNEY AT LAW.

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CROSS REFERENCE

AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS AMENDED DECLARATION is an amendment of covenants declared originally by Whitehall Company in an instrument entitled "Declaration of Covenants, Conditions and Restrictions", recorded June 26, 1972 as Instrument No. 72-36196 in the Office of Recorder of Marion County, Indiana, as amended by Instrument Numbers 73-3139, 73-3140, 73-69780 and 77-22337, respectively, in the Office of Recorder of Marion County, Indiana. This Declaration is made by The Whitehall Corporation, an Indiana not-for-profit corporation, referred to as the "Association", pursuant to vote of the membership of the Association. This Declaration is a complete replacement of the original covenants and all amendments thereto.

The Association declares that all of the properties described in Exhibit A (associated with the attached single family dwellings) and Exhibit B (associated with the houses), have been, are, and shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property described in Exhibits A and B. These easements, restrictions, covenants and conditions are to run with said real property and be binding on all parties having any right, title or interest in the described real property, their heirs, successors, and assigns, and shall be for the benefit of each Owner.

ARTICLE I - DEFINITIONS

Section 1. "Association" and "Corporation" shall mean and refer to The Whitehall Corporation, an Indiana not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A (commonly associated with the attached single family dwellings known as Whitehall Commons) and Exhibit B (commonly associated with the houses known as Whitehall Addition) and such additions as may be brought within the jurisdiction of the Association.

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Section 4. a. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area consists of that land area designated as such on the plats of Whitehall Commons, Sections One through Four, inclusive, recorded as Instruments Numbered 72-43201, 73-3139, 73-3140 and 73-69780, respectively, in the office of the Recorder, Marion County, Indiana; the description of which is contained in Exhibit A, less the two hundred sixty-eight Lots therein contained, which Lots are hereinafter defined.

b. "Common Recreation Area" shall mean that real property contained within the "Properties" containing the community building, swimming pool and tennis court described in Exhibit C, attached hereto and by this reference incorporated herein, together with certain bike paths contained within the legal description of Exhibit A and comprising 3,378.5 lineal feet.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. A "Registered Voter" is the person(s) duly authorized to cast the one vote for a Lot in accordance with voting rights set forth in Article III, Section 2, for the Association. See Section 3 of Article III for the method of registration.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be a part of and pass with the title to every Lot excepting Class II members of the Association as hereinafter defined who shall be restricted in use to those properties defined as "Common Recreation Area" and further all Owners shall be subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Recreation Area;

b) the right of the Association to suspend the voting rights and right to use or delegate the use of facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations.

c) the right of the Association 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 to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners agreeing to such dedication or transfer has been recorded.

d) the rights of other Owners.

Section 2. Delegation of Use. Each Owners may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Recreation Area and facilities to the members of the Owner's family and to the Owner's guests. This right of enjoyment may also be delegated, in accordance with the By-Laws, to the following who reside on the property: a) the Owner's tenants, and b) contract purchasers of the Owner's Lot.

Any Owner who so delegates his rights of enjoyment shall be and agrees (by the act of delegation) to indemnify any Owner of the Association for damages caused by his delegates.

Section 3. Association's Easement for Maintenance and Repair. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot in Whitehall Commons is affected thereby, shall have an easement to go upon any other Lot in Whitehall Commons for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one of said Lots.

The Association shall have an easement for access to all Lots in Whitehall Commons for entry and exit as required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties and in order to properly effect its rights as set forth in this Declaration.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment; shall be a member of the Association. For purposes of determining classes of membership, a Class I member shall be the Owner of any conveyed Lot containing a Dwelling within the two hundred sixty eight Lots of Whitehall Commons, Sections One through Four, inclusive, described in Exhibit A; a Class II member shall be the Owner of a single family dwelling on Lots One through Thirty Three, inclusive, in the Plat of Whitehall Addition recorded as Instrument Number 72-43542 in the Office of Recorder, Marion County, Indiana, and described in Exhibit B.

Section 2. The Association shall have two (2) classes of Membership.

a) Class I. Every person, group of persons or entity, who is a record Owner of a fee interest in any Lot in Whitehall Commons, Sections One through Four, inclusive, shall automatically be a Class I Member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class I Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class I Members shall be entitled to

one (1) vote for each Lot in which they hold the interest required for membership on all matters pertaining to the Common Area and Common Recreation Area. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

b) Every person, group of persons or entity, other than the Declarant, who is a record owner of a fee interest in Lots One through Thirty Three in the Plat of Whitehall Addition shall automatically be a Class II Member of the Association; provided, however, that any such person, groups of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class II Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class II Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for Membership only as to matters pertaining to the use and maintenance of the recreational area containing the community building, swimming pool, tennis court and bike paths heretofore defined as Common Recreation Area. Correspondingly, Class II Membership assessments shall be restricted to maintenance and upkeep of these particular Common Areas as hereinafter more particularly set forth. In the event that more than one person, group of persons or entity is the record owner of a fee interest in said Lots, then the vote for the Membership appurtenant to such Lot 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. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

Section 3. Registered Voters. Each single owner of a Lot is the voter for that Lot. Each such Owner shall file a Voter Registration Statement with the secretary of the Corporation stating that he is the sole Owner of a Lot, that Lot's number and mailing address, his signature, and the date signed.

Where legal title to a Lot is held by more than one person or by a non-human entity or entities, or any combination thereof, said titleholders shall file with the secretary of the Corporation a Voter Registration Statement signed by all persons and an authorized representative of all entities with an ownership interest. Such Statement shall state: 1) that all titleholders' authorized signatures are affixed thereto; 2) the Lot number and mailing address; 3) the name of the person(s) who is (are) designated "Registered Voter" for that Lot; and 4) the date signed.

Each Voter Registration Statement filed with the Corporation's secretary shall continue in effect without renewal until a subsequent Statement is filed for that Lot. The secretary of the Corporation shall be entitled to rely on properly filed Statements for purposes of recording votes of the membership. No vote shall be counted for any Lot unless a proper Statement is on file with the secretary and no vote shall be counted for any Lot unless cast by that Lot's Registered Voter or his proxy. The Board of Directors shall specify operative rules and procedures for voting in the By-Laws of the Corporation.

ARTICLE IV - ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By accepting a deed for any Lot in the Properties, each Owner of each Lot covenants and agrees to pay to the Association:

- 1) annual assessments
- and 2) general special assessments,
- and 3) individual special assessments,

all as provided in this Article. This covenant and agreement is effective whether or not it is expressed in the deed to the Lot.

The annual and both types of special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of each Owner who was an Owner at the time the assessment first became due. This assessment shall run with the land and be binding upon each Owner, his heirs, successors and assigns.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, Common Recreation Areas and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas, Common Recreation Areas and facilities.

This fund for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in the county in which Owners are to pay all Association expenses; provided, however, the Board of Directors may, by majority vote, borrow from these funds paying the interest rate otherwise earned by such fund, however any monies borrowed from these funds shall be replaced within one year.

Section 2. Purpose of Assessments. The annual assessment is the source of regular operating funds for the Association. The annual assessments levied by the Association shall be used to operate the Corporation, to discharge the duties and responsibilities of the Corporation, and to secure the rights of the Corporation. The rate of annual assessment for Class I members shall include the cost of maintenance, repair and replacement of both Common Areas and Common Recreation Areas and shall be the same for every Lot entitled to Class I membership. The rate of annual assessment for Class II members shall include the cost of maintenance, repair and replacement of Common Recreation Areas only and shall be the same for every Lot entitled to Class II membership.

The general special assessments are the source of extraordinary funds for the Association. General special assessments levied by the Association shall be used for the purpose(s) specified in the assessment itself or, if no purpose is specified, for any purpose for which annual assessments could be used. The rate of general special assessments shall be made in the same manner as annual assessments excepting general special assessments shall not be made on Class II members for the benefit of property in which they have no interest.

Individual special assessments shall be used for the purpose(s) which gave rise to the assessment. Individual special assessments arise under Articles V and VII and attach only to a particular Lot and its Owner(s).

Section 3. Levy of Assessments.

a) Annual Assessment. The annual assessment shall be based upon the calendar year. The Board of Directors shall fix the amount of each year's annual assessment at least thirty (30) days in advance of the start of that year. The Board shall have no authority to fix an annual assessment in excess of the greater of:

1) a 6% increase over the previous year's annual assessment

or

2) such amount as may be approved by a majority of the Association's Registered Voters who are voting in person or by proxy at a meeting duly called for this purpose.

b) General Special Assessments - In addition to the annual assessment, the Association may levy General Special Assessments in such amounts, upon such terms, and for such purposes as may be approved by two-thirds of the Association's registered voters who are voting in person or by proxy at a meeting duly called for levy of a General Special Assessment provided, however, neither annual assessments or General Special Assessments shall be levied against Class II members for purposes which benefit only Class I members.

c) Individual Special Assessments. Individual Special Assessments are levied by expenditure of funds after a two-thirds vote of the Board of Directors, as provided in Article V and also as provided in Article VII.

Section 4. Voting by Members on Assessments. Whenever a vote is to be taken under Section 3 of this Article for purposes of (a) (2) or (b) of that Section, the following rules shall apply:

a) Written notice of a meeting called for the purpose of taking such a vote shall be sent to all Registered Voters entitled to vote not less than 30 nor more than 60 days before the meeting.

b) At the first such meeting, the presence or proxies of sixty percent (60%) of Registered Voters shall be a quorum.

c) If the required quorum is not present, another meeting may be called to be held within 60 days of the preceding meeting. The same notice requirements shall apply. The required quorum at such a subsequent meeting shall be one-half (1/2) of the quorum requirement for the preceding meeting.

d) The quorum reduction provision of paragraph c) above shall be repetitive, halving the previous quorum in each cycle. Except for the reduced quorum, all other requirements of this Section 4 shall apply.

Section 5. Uniform Rate of Assessment. Until January 1, 1981, the maximum annual assessment for Class I Members shall be \$516.00 and for Class II Members \$134.40. Thereafter, assessments shall be established as above set forth. However, any increases to the Membership to demonstrate that such increases are attributable to increases in operating costs or deficiencies in the replacement reserve fund and no portion of such increases shall inure to the benefit of one class over another with the exception that the President and Treasurer are currently being compensated \$250.00 per month and \$100.00 per month, respectively, because of the large amount of time required in the management of the affairs of the Association and such officers may continue to be compensated for the reasonable value of their services as established by the Board of Directors of the Association.

Section 6. Miscellaneous Provisions Regarding Assessments.

a) Notice. Written notice of annual and special assessments shall be sent to the Registered Voter of every Lot, subject to the assessment.

b) Due Dates. The due dates for all assessments shall be established by the Board of Directors.

c) Certificate of Payment. Upon demand and payment of a reasonable charge, the Association shall furnish a certificate signed by an authorized officer setting forth whether the assessments on a specified Lot have been paid.

d) Subordinate to First Mortgage. The assessment lien provided in Section 1 of this Article shall be subordinate to the lien of any first mortgage.

e) Sales and Transfers. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien provided in Section 1. Each instrument or deed of conveyance shall contain a recital that the Lot being conveyed or transferred is subject to this Amended Declaration of Covenants, Conditions and Restrictions and is subject to the lien of assessments for maintenance of Common Properties. It shall further specify the amount of current annual assessments and date of most recent payment.

f) Non-use of Common Area. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

g) Services Provided by Owner. The providing of materials or services by or on behalf of an Owner shall not reduce that Owner's obligation to pay assessments.

Section 7. Remedies of the Association. If any assessment (or installment of an assessment, if authorized) is not paid on its due date, the entire unpaid assessment shall become delinquent. If the assessment is not paid within thirty (30) days after the delinquency date, it shall bear interest (from the date of delinquency) at the rate of twelve percent (12%) per year and the Corporation may bring an action at law against the Owner personally obligated to pay the assessment or to foreclose the lien against the property, or both. There shall be added to the amount of such assessment the interest provided herein, the costs of the action, and a reasonable attorney's fee.

ARTICLE V - EXTERIOR MAINTENANCE

It is understood that the Association is generally responsible for exterior maintenance and repair of all Common Area and all Lots and improvements situated on property described in Exhibit A (commonly associated with the attached single family dwellings) but that the Association has, generally, no responsibility for exterior maintenance or repair of the Lots and improvements situated on property described in Exhibit B (commonly associated with the houses). The Board of Directors of the Association shall specify, in the By-Laws of the Corporation, those types of maintenance and repair as shall be undertaken by the Association; provided, however, Class II Members shall have no vote in or assessment for such repair and maintenance as prescribed in the By-Laws.

In the event that the Board's reasonable specification of maintenance and repair excludes any particular type of maintenance or repair from the responsibility of the Association under this Article and, if an Owner fails to accomplish such excluded maintenance or repair as to his Lot to the satisfaction of the Board of Directors of the Association, said Board may, after a two-thirds vote of approval and after ten (10) days written notice to the Owner, cause said maintenance or repair to be accomplished. The entire cost of such excluded maintenance or repair shall be an individual Special Assessment against that Lot and its Owner(s).

ARTICLE VI - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the attached single family dwellings upon the Properties and placed on the dividing lines between the Lots shall be considered a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply.

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

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

Section 4. Negligent or Willful Acts and Omissions. The rights of an Owner under any rule of law regarding liability for negligent or willful acts and omissions of others shall not be prejudiced by any provision of this Declaration, except that an Owner who, by his negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be a part of and pass with the title to the Owner's Lot.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and a binding decision shall be made by a majority of all the arbitrators.

ARTICLE VII - ARCHITECTURAL CONTROL

Any and all changes which alter or affect the exterior appearance of any Lot in Whitshall Commons, Sections One through Four, inclusive, or the Common Area must first be approved by the Board of Directors of the Association. No building, fence, wall or other structure shall be started, erected, located, or maintained upon said Properties, nor shall any exterior addition to or change or alteration of said Properties be made until:

1) the plans and specifications showing the nature, kind, shape, height, materials, and location of such addition, change, or alteration have been submitted, in writing, to the Board of Directors of the Association,

AND

EITHER 2) the Board approves the plans and specifications in writing,

OR 3) the Board fails to approve or disapprove the plans and specifications for thirty (30) days, after receipt of detailed written plans and specifications.

If the Board approves the plans and specifications, or if the Board fails to either approve or disapprove within the 30 days, as above, this Article will be considered to be fully complied with and work may proceed in accordance with the plans and specifications. If the Board disapproves of the plans and specifications, in writing, within 30 days, as above, no work shall be done on the proposed project.

The Board of Directors of the Association shall consider harmony of external design, location in relation to surrounding structures, and topography and general impact upon the neighborhood in reaching its decision to approve or disapprove those plans and specifications submitted to it. The Board may rely upon the advice and assistance of an architectural committee composed of three (3) or more persons appointed by the Board.

Any and all changes which alter or affect the exterior appearance of any Lot or the common area which are made without complying with the procedure in this Article shall, upon written demand of the Board of Directors of the Association, be reversed or further altered, as necessary, to achieve the harmony desired by the Board. Such reversal or further alteration of unapproved changes shall be at the expense of the Owner making or authorizing such changes. The cost of such reversal or further alteration shall be a Special Assessment against that Lot until paid. In enforcing the reversal of unapproved changes, the 2/3 vote and ten (10) day notice provisions of Article V shall apply. This Article shall have no application to Whitehall Addition, its Owners or their Dwellings.

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ARTICLE VIII - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to The Properties with the consent of a majority of the Owners.

ARTICLE IX - INSURANCE

Section 1. Fire and Extended Coverage. Each Owner, and the Association shall carry fire and extended coverage insurance on their respective properties. The Association shall carry such insurance on the respective Common Areas and also on all portions of residences which the Association is obligated to maintain, repair and restore under the terms of this Declaration. Each Owner shall carry fire and extended coverage insurance on his residence, except those portions thereof which the Association is obligated to maintain, repair and restore as common expense.

Section 2. Uniformity of Coverage. The Association may adopt rules and regulations governing the minimum amounts of insurance required to be carried by all Owners in Whitehall Commons together with the Common Recreation Area; certain provisions which may be required to be included in all such insurance policies; and such other terms and provisions pertaining to insurance which may reasonably be deemed necessary or appropriate (1) to assure that all Common Areas in Whitehall Commons and all residences and Common Recreation Areas are insured and that there will be proceeds of insurance to repair or restore the same in the event of a casualty loss thereto; or (2) otherwise to assist or to simplify problems of coordinating insurance coverage

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between the Owners and the Association. The Association may, by the adoption of rules and regulations, provide that fire and extended coverage on each of the attached single family dwellings shall be carried by the Association or that each Owner in Whitehall Commons shall be required to purchase his fire and extended coverage insurance from the same insurance company which carries the association's fire and extended coverage insurance.

Section 3. Other Insurance - Association. The Board of Directors of the Association shall also have the authority to and shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, and workmen's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner and the Association, its Board of Directors, and any of its employees or agents from liability in connection with the Common Area and the Common Recreational Area. Where agreeable to the insurer all liability insurance policies shall contain cross-liability endorsements to cover liability of the Owners collectively to an Owner individually. Insurance premiums shall be ratably apportioned in establishing the general assessment on the basis of insurance inuring solely to the benefit of Owners in Whitehall Commons and insurance benefitting all Owners.

Section 4. Other Insurance - Owners. Each Owner shall have the right to purchase any additional insurance he deems necessary and he shall be responsible, unless otherwise provided herein, for all insurance on his own residence and on the contents thereof, his additions and improvements thereto and decorating and furnishing and personal property therein, and his personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all Owners obtained as a part of the common expenses as above provided.

Section 5. Casualty and Restoration. In the event of damage or destruction of any of the attached single family dwellings or Common Recreation Area then the Association shall cause such damaged or destroyed property to be promptly repaired and restored. The proceeds of the insurance carried by the Association and Owner covering their respective obligations hereunder shall be applied to such repair and restoration.

IN WITNESS WHEREOF, James E. Rocap Commissioner appointed by order of the Marion County Superior Court in Cause Number S177-1341 on the docket of said Court, wherein Robert Coulter, Don McCarty, et al. are plaintiffs, and The Whitehall Corporation, et al. are defendants, pursuant to and in compliance with an order and judgment of said Court made and entered in said cause on the 25th day of November, 1980, does hereby execute this Amended.

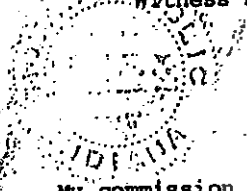
Declaration of Covenants, Conditions and Restrictions, and has hereunto set his hand and seal this 25 day of November, 1980.

James E. Rucap
Commissioner

State of Indiana)
) SS:
County of Marion)

Before me, a Notary Public in and for said County and State, on this 25 day of November, 1980, personally appeared James E. Rucap, as Commissioner pursuant to the Order of the Marion County Superior Court, Room 1, in Cause No. S177-1341, and as such acknowledged the execution of the foregoing Amended Declaration of Covenants, Conditions and Restrictions.

Witness my hand and official seal



William F. LeMond
Notary Public
(Printed)

My commission expires:

11-15-83

My County of residence is Hamilton

This instrument prepared by:
William F. LeMond
Attorney at Law
600 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500

CHICAGO TITLE

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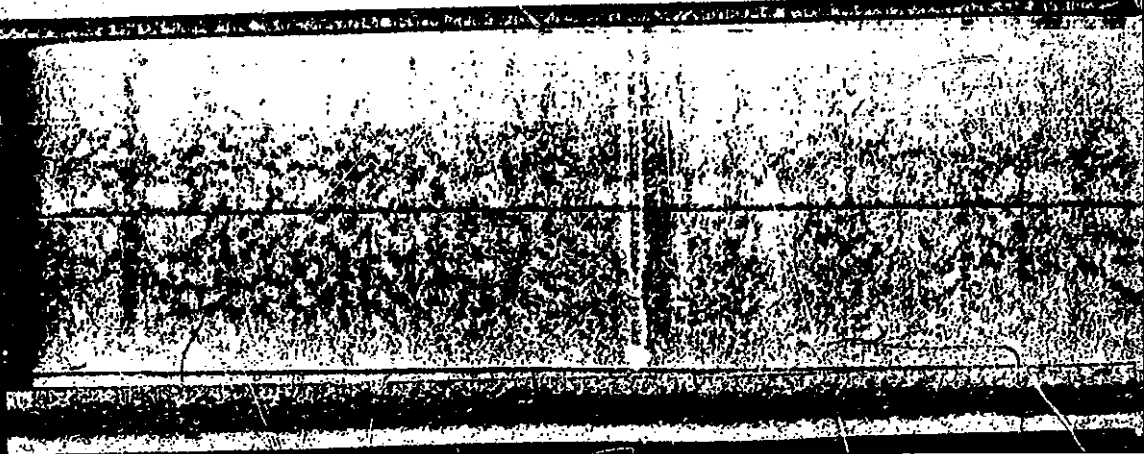


EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

A part of the West Half of the Southwest Quarter of Section 8, and part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the said Last Half Quarter Section; thence South 89 degrees 10 minutes 36 seconds West along the South line of the said East Half Quarter Section, 457.00 feet to a point which lies North 89 degrees 10 minutes 36 seconds East 876.28 feet from the Southwest corner of the said East Half Quarter Section; thence North 01 degree 08 minutes 13 seconds West parallel with the East line of the said East Half Quarter Section, 1465.21 feet to the Northerly line of real estate set out in Deed recorded January 12, 1965, as Instrument #65-1848 in the Office of the Recorder of Marion County, Indiana; thence South 86 degrees 23 minutes 43 seconds East along the said Northerly line 1572.49 feet; thence South 01 degree 06 minutes 29 seconds West 219.91 feet; thence South 88 degrees 58 minutes 33 seconds West, 170.78 feet; thence South 45 degrees 09 minutes 16 seconds West, 332.17 feet; thence South 06 degrees 29 minutes 17 seconds West 907.79 feet to the South line of the said West Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West along the said South line, 578.62 feet to the place of beginning, containing 39.566 acres, more or less.

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EXHIBIT B

A part of the West Half of the Southwest Quarter of Section 8, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning on the South line of the said Half Quarter Section South 88 degrees 58 minutes 33 seconds West, 420.00 feet from the Southeast corner of the said Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West along the South line of the said Half Quarter Section, 340.00 feet to a point which lies North 88 degrees 58 minutes 33 seconds East, 578.62 feet from the Southwest corner of the said Half Quarter Section; thence North 06 degrees 29 minutes 17 seconds East 907.79 feet; thence North 45 degrees 09 minutes 16 seconds East, 332.17 feet; thence North 88 degrees 58 minutes 33 seconds East parallel with the South line of the said Half Quarter Section, 170.78 feet; thence North 01 degree 06 minutes 29 seconds East parallel with the East line of the said Half Quarter Section, 219.91 feet to the Northerly line of real estate set out in deed, recorded January 12, 1965, as Instrument #65-1842 in the Office of the Recorder of Marion County, Indiana; thence South 86 degrees 23 minutes 43 seconds East along the said Northerly line 230.00 feet to the Northeast corner of the Southwest Quarter of the said Southwest Quarter Section; thence South 01 degree 06 minutes 29 seconds East along the East line of the said Half Quarter Section, 1031.35 feet, to a point which lies North 01 degree 06 minutes 29 seconds West, 300.00 feet from the Southeast corner of the said Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West parallel with the South line of the said Half Quarter Section, 420.00 feet; thence South 01 degree 06 minutes 29 seconds East parallel with the East line of the said Half Quarter Section, 300.00 feet to the place of beginning, containing 15.424 acres, more or less. ®

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EXHIBIT C

BAD ORIGINAL

All lands designated "Common Properties" in the Plat of Whitehall Commons, Sections One, Two, Three and Four, recorded as Instrs. 72-43201, 73-3139, 73-3140 and 73-6970, respectively, in the Office of Recorder of Marion County, Indiana, excepting property separately described as "Common Recreation Area" as follows, to-wit:

Beginning at the Southeast corner of said Common Property in said Whitehall Commons-Section One (said point is also the Southwest Corner of Whitehall Addition recorded as Instr. 72-43542); (the next four courses are along the East line of Whitehall Commons-Sections One thru Three and the West line of said Whitehall Addition) thence North 06 degrees 29 minutes 17 seconds East 907.79 feet; thence North 45 degrees 09 minutes 16 seconds East 332.17 feet; thence North 88 degrees 58 minutes 33 seconds East 170.78 feet; thence North 01 degrees 06 minutes 29 seconds West (North 01 degrees 06 minutes 29 seconds East by plat) 219.91 feet to the Northeast Corner of Whitehall Commons-Section Three; thence North 86 degrees 23 minutes 43 seconds West along the North line of said Section Three 612.98 feet; thence South 02 degrees 14 minutes 11 seconds West 248.95 feet; thence North 88 degrees 30 minutes 55 seconds West 100.61 feet; thence South 18 degrees 15 minutes 03 seconds West 130.89 feet; thence South 15 degrees 11 minutes 30 seconds East 60.31 feet; thence South 04 degrees 24 minutes 30 seconds West 202.39 feet; thence South 13 degrees 54 minutes 30 seconds West 56.80 feet to a point on a curve on the right of way (cul-de-sac) of West 47th Street (said point lies 13 degrees 54 minutes 30 seconds East 50.0 feet from the radius point of said curve); thence along the curving right of way easterly, southerly, and westerly to a point which lies South 52 degrees 03 minutes 42 seconds West 50.0 feet from the radius point of said curve; thence along the south right of way of West 47th Street North 83 degrees 30 minutes 43 seconds West 93.62 feet; thence South 06 degrees 43 minutes West 117.25 feet; thence South 81 degrees 55 minutes 07 seconds East 85.97 feet; thence South 55 degrees 21 minutes 51 seconds East 95.70 feet; thence South 07 degrees 48 minutes 38 seconds West 141.53 feet; thence South 81 degrees 29 minutes 30 seconds West 86.74 feet; thence South 01 degree 08 minutes East 310.75 feet to a point on the south line of said Section One; thence along said South line North 88 degrees 58 minutes 33 seconds East 345.61 feet to the place of beginning, containing 13.129 acres.

Also, excepting certain bike paths in said Whitehall Commons, Sections One thru Four, inclusive, containing 3378.5 lineal feet where Grantors retain an easement in common with Owners in Whitehall Commons for their mutual use and enjoyment.

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FILED

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Cross-Reference: 72-36196 & 81-2920

PIKE TOWNSHIP
ASSESSOR

AMENDMENTS TO THE AMENDED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF WHITEHALL COMMONS AND WHITEHALL ADDITION

This is an amendment to the Amended Declaration of Covenants, Conditions and Restrictions applicable to Whitehall Commons and Whitehall Addition in Indianapolis, Marion County, Indiana.

WITNESSETH:

WHEREAS, the Whitehall residential community located in Marion County was established by a certain "Declaration of Covenants, Conditions and Restrictions" which was recorded on June 26, 1972, as **Instrument No. 72-36196** in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Whitehall residential community was further established upon the filing of certain Plats with the Office of the Recorder of Marion County, Indiana, whereby two (2) types of homes were created in areas described as Whitehall Commons and Whitehall Addition; and

WHEREAS, Whitehall Commons consists of two hundred sixty-eight (268) attached single family dwellings situated within Whitehall Commons, Sections One through Four; and

WHEREAS, Whitehall Addition consists of thirty-three (33) detached houses; and

WHEREAS, Whitehall Commons and Whitehall Addition are collectively referred to herein as "Whitehall"; and

WHEREAS, the original Declaration was subsequently amended, with the last amendment being the "Amended Declaration of Covenants, Conditions and Restrictions" which was recorded on January 16, 1981, as **Instrument No. 81-2920** in the Office of the Recorder of Marion County, Indiana (hereafter referred to as the "Declaration") and

WHEREAS, defined terms used herein, and not otherwise defined, shall have the meanings ascribed to them in the Declaration; and

WHEREAS, Article VIII, Section 3 of the Declaration states that it may be amended by an instrument signed by not less than a majority of the Lot Owners, with such instrument being recorded; and

WHEREAS, the Board of Directors of The Whitehall Corporation recommended that the Lot Owners approve the following amendments to the Declaration; and

DEPT. OF METROPOLITAN
DATE 10-2-01
PER [Signature]
ADMINISTRATOR

10/05/01 11:07AM MARION COUNTY RECORDER
Inst # 2001-0178153
JMC 365.00 PAGES:178

MARTHA A. WOMACKS
MADISON COUNTY CLERK

390858 OCT-58

DULY EXAMINED AND FOUND CORRECT
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER



CHICAGO TITLE

WHEREAS, the undersigned Owners, constituting more than a majority of the total number of Lots in Whitehall, desire to amend the Declaration pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the undersigned Owners hereby amend the Declaration for all Lots within Whitehall, including both Whitehall Commons and Whitehall Addition. The restrictions contained herein shall run with the land and shall be binding upon the present and future Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Whitehall Properties.

1. There shall be a new Article X added to the Declaration as follows:

Article X - Leasing of Dwellings and Maximum Number of Dwellings Owned.

Section 10.1. Applicability to Whitehall Commons Only. The provisions of this Article X shall apply only to the two hundred sixty-eight (268) attached single family dwellings which are part of Whitehall Commons, Sections One through Four, inclusive (hereafter called "Dwellings"). This Article X shall not apply to the thirty-three (33) houses which are part of Whitehall Addition.

Section 10.2. Limits on the Number of Leased Dwellings ("Rental Cap"). In order to insure that the residents within Whitehall Commons share the same proprietary interest in and respect of the Dwellings and the Common Areas, no more than forty (40) of the two hundred sixty-eight (268) Dwellings, which is about fifteen percent (15%), may be leased or rented to non-owner occupants at any given time, except as may be otherwise provided in this Article X. If at any time such percentage of Dwellings are leased or rented, an Owner who wants to rent or lease his or her Dwelling which is not already rented shall be placed upon a waiting list by the Board of Directors. When an existing tenant moves out, the Owner of that Dwelling shall immediately notify the Board of Directors or Managing Agent of such fact and that Dwelling cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Dwellings. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors or the Managing Agent as to that Owner's intent to lease his or her Dwelling. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if Dwellings may be leased or whether the maximum number of Dwellings within Whitehall Commons is currently being leased. If the maximum number of Dwellings is being leased, the Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

Notwithstanding the foregoing, the "rental cap" described above shall not apply to any Dwelling of an Owner in Whitehall Commons who, as of June 1, 2000, is renting or leasing said Dwelling and provides written proof thereof to the Corporation's Managing Agent by that date. Such proof shall include a copy of each executed lease by such Owner which identifies the tenant (but which may have the rental amount deleted). The Owners of record of such currently-rented

Dwellings shall not be subject to the provisions of this Section 10.2, but shall be subject to the remaining provisions of this Article X. However, when the legal owners of record of any of the above-described Dwellings sell, transfer or convey such Dwelling(s) to another Owner after June 1, 2000, such Dwelling(s) shall immediately become subject to this Section 10.2.

Section 10.3. Hardship Exceptions and Waiver. Notwithstanding Section 10.2 above, if an Owner wishes to rent or lease his or her Dwelling, but the maximum number of forty (40) Dwellings is currently being leased, the Owner may request the Board of Directors to waive the "rental cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "rental cap" will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's request, the Board of Directors shall permit the Owner to rent or lease said Dwelling, but only if the Owner satisfies all other requirements of this Article X. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (1) death, dissolution or liquidation of an Owner;
- (2) divorce or marriage of an Owner;
- (3) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Whitehall Commons due to a change of employment or retirement of at least one (1) of such Owners;
- (4) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (5) other similar circumstances.

Section 10.4. General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Dwelling other than the entire Dwelling shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Corporation; and shall provide for direct action by the Corporation and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home.

Section 10.5. One Year Waiting Period. In addition to all other provisions of this Article X, for a period of at least one (1) year after an Owner's acquisition of a Dwelling, said Owner cannot lease such Dwelling. After such time, said Dwelling will be eligible to be leased if all other conditions of this Article X are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Corporation. Notwithstanding this Section 10.5, if an Owner wishes to lease a Dwelling prior to the end of the one year waiting period, the Owner may apply to the Board of Directors for a waiver. The Board may, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship in the manner as defined in Section 10.3 above.

Section 10.6. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Corporation and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Corporation for payments of assessments or any other charges.

Section 10.7. Corporation's Copy of Lease. A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Managing Agent by the Owner within thirty (30) days after execution.

Section 10.8. Violations. Any lease or attempted lease of a Dwelling in violation of the provisions of this Article X shall be voidable at the election of the Corporation's Board of Directors or any other Whitehall Commons Owner, except that neither party to such lease may assert this provision of this Article X to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Corporation, or any Whitehall Commons Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 10.9. Maximum Number of Dwellings Owned by a Single Owner. In order to encourage Whitehall Commons being and remaining a community where the Owners reside on the property:

- (a) No Owner may own more than two (2) Dwellings within Whitehall Commons at any time. This restriction shall not apply to any Owner who owns more than two (2) Dwellings which were purchased or with respect to which there was a binding purchase agreement prior to the recording of this restriction.
- (b) If any Owner is the Owner of more than one (1) Dwelling, such Owner or the majority of the principals of such Owner shall and must reside in Whitehall Commons in at least one (1) of such Dwellings, unless otherwise approved in writing by the Board of Directors upon a showing by such Owner, satisfactory to the Board of Directors, of an undue hardship as defined in Section 10.3 above.

As defined in Article I, Section 2 of this Declaration, "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers. As used in this Section 10.4 above, "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Dwelling and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Dwelling. As an example, if any person or entity owns or has any interest in the ownership of two (2) Dwellings, whether in his, her or its name only, as joint tenants, as life tenant or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a third Dwelling, whether in his, her or its name only, as joint tenants, as life tenant or by or through a corporation, partnership, trust, limited liability company, or any other entity.

Any purchase agreement, conveyance or lease or rental agreement executed subsequent to the recording of this restriction which violates any provision of this Section 10.9 shall be voidable at the election of the Corporation's Board of Directors or any Whitehall Commons Owner, except that neither party to such agreement, conveyance or lease may assert this provision of this Article X to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Corporation, or any Whitehall Commons Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 10.10. Institutional Mortgagees. The provisions set forth in this Article X shall not apply to any institutional mortgagee of any Dwelling which comes into possession of the Dwelling by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

2. Article VIII, Section 1 of the Declaration is hereby amended by adding the following to the end thereof:

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 costs and reasonable attorney's fees incurred in connection with such default or failure against the defaulting or violating Owner. ®

All other provisions of Article VIII, Section 1 shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Owners of Lots within Whitehall execute these Amendments to the Amended Declaration of Covenants, Conditions and Restrictions of Whitehall Commons and Whitehall Addition as of the date of the last signature below.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 7321 Shadeland Station, Suite 250, Indianapolis, IN 46256. (317) 842-8550.

MARTHA A. WOHACKS
MARION COUNTY AUDITOR

604262 OCT 26 05

DULY EXAMINED FOR REGISTRATION
SUBJECT TO FINAL ACCEPTANCE
FOR TRANSFER

APPROVED THIS 20th
DAY OF October 2005

PIKE TOWNSHIP ASSESSOR
DRAFTSMAN [Signature]

Cross-Reference: 1972-36196, 1981-2920 and 2001-178153

**AMENDMENTS TO THE AMENDED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF WHITEHALL COMMONS AND WHITEHALL ADDITION**

165
[Handwritten notes and signatures]

These are amendments to the Amended Declaration of Covenants, Conditions and Restrictions applicable to Whitehall Commons and Whitehall Addition in Indianapolis, Marion County, Indiana.

WITNESSETH:

WHEREAS, the Whitehall residential community located in Marion County was established by a certain "Declaration of Covenants, Conditions and Restrictions" which was recorded on June 26, 1972, as **Instrument No. 72-36196** in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Whitehall residential community was further established upon the filing of certain Plats with the Office of the Recorder of Marion County, Indiana, whereby two (2) types of homes were created in areas described as Whitehall Commons and Whitehall Addition; and

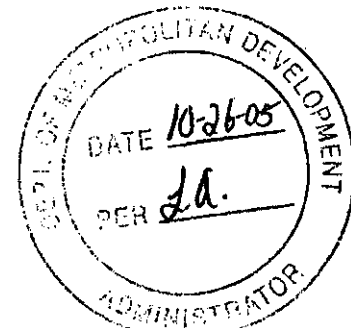
WHEREAS, Whitehall Commons consists of two hundred sixty-eight (268) attached single family dwellings situated within Whitehall Commons, Sections One through Four; and

WHEREAS, Whitehall Addition consists of thirty-three (33) detached houses; and

WHEREAS, Whitehall Commons and Whitehall Addition are collectively referred to herein as "Whitehall"; and

WHEREAS, the original Declaration was subsequently amended and replaced by the "Amended Declaration of Covenants, Conditions and Restrictions" which was recorded on January 16, 1981, as **Instrument No. 81-2920** in the Office of the Recorder of Marion County, Indiana (hereafter referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by the "Amendments to the Amended Declaration of Covenants, Conditions & Restrictions of Whitehall Commons and Whitehall Addition" which was recorded on October 5, 2001, as **Instrument No. 2001-178153** in the Office of the Recorder of Marion County, Indiana; and



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WHEREAS, defined terms used herein, and not otherwise defined, shall have the meanings ascribed to them in the Declaration; and

WHEREAS, Article VIII, Section 3 of the Declaration states that it may be amended by an instrument signed by not less than a majority of the Lot Owners, with such instrument being recorded; and

WHEREAS, the Board of Directors of The Whitehall Corporation recommended that the Lot Owners approve the following amendments to the Declaration; and

WHEREAS, the undersigned Owners, constituting more than a majority of the total number of Lots in Whitehall Addition and a majority of the total number of Lots in Whitehall Commons, desire to amend the Declaration pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the undersigned Owners hereby amend the Declaration for all Lots within Whitehall, including both Whitehall Commons and Whitehall Addition. The restrictions contained herein shall run with the land and shall be binding upon the present and future Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the Whitehall Properties.

1. Article IV of the Declaration, including Sections 1 through 7 thereunder, is deleted in its entirety and replaced with the following new Article IV, Sections 1 through 8:

ARTICLE IV - ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. By accepting a deed for any Lot in the Properties, each Owner of each Lot covenants and agrees to pay to the Association:

- 1) annual assessments, and
- 2) general special assessments, and
- 3) individual special assessments,

all as provided in this Article. This covenant and agreement is effective whether or not it is expressed in the deed to the Lot.

The annual and both types of special assessments, together with late fees as established by the Board of Directors, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, costs and reasonable attorney's fees shall also be the personal obligation of each Owner who was an Owner at the time the assessment first became due. Where the Owner constitutes more than one person, the liability of such persons shall be

joint and several. This assessment shall run with the land and be binding upon each Owner, his or her heirs, successors and assigns.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, Common Recreation Area and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas, Common Recreation Area and facilities.

This fund for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Marion County; provided, however, the Board of Directors may, by majority vote, borrow from these funds paying the interest rate otherwise earned by such fund. However, any monies borrowed from these funds shall be replaced within one year.

Section 2. Purpose of Assessments. The annual assessment is the source of regular operating funds for the Association. The annual assessments levied by the Association shall be used to operate the Association, to discharge the duties and responsibilities of the Association, and to secure the rights of the Association. The rate of annual assessment for the Class I members (Whitehall Commons) shall include the cost of maintenance, repair and replacement of both Common Areas and Common Recreation Areas and shall be the same for every Class I Lot (Whitehall Commons). The rate of annual assessment for Class II members (Whitehall Addition) shall include the cost of maintenance, repair and replacement of Common Recreation Areas only and shall be the same for every Class II Lot (Whitehall Addition).

The general special assessments are the source of extraordinary funds for the Association. General special assessments levied by the Association shall be used for the purpose(s) specified in the assessment itself or, if no purpose is specified, for any purpose for which annual assessments could be used. The rate of general special assessments shall be made in the same manner as annual assessments excepting general special assessments shall not be made on Class II members for the benefit of property in which they have no interest.

Individual special assessments shall be used for the purpose(s) which gave rise to the assessment. Individual special assessments arise under Articles V and VII and attach only to a particular Lot and its Owners(s).

Section 3. Levy of Assessments.

(a) Annual Assessment. The annual assessment shall be based upon the calendar year. The Board of Directors shall fix the amount of each year's annual assessment at least thirty (30) days in advance of the start of the year. The Board shall have no authority to fix an annual assessment in excess of the greater of:

- (1) a 6% increase over the previous year's annual assessment, or
- (2) such amount as may be approved by a majority of the Association's Registered Voters who are voting in person or by proxy at a meeting duly called for this purpose.

The above limitation (i.e., the 6% "cap") shall be applied to the annual assessment payable by the Whitehall Commons (Class I) members MINUS the amount of the assessment attributable to the Common Recreation Areas. In other words, it shall not be applicable to the \$20.00 amount per month payable by all Whitehall Owners for the Common Recreation Areas for the next ten (10) years since that \$20.00 amount is not subject to adjustment until the assessments payable for the year 2015.

(b) General Special Assessments. In addition to the annual assessment, the Association may levy General Special Assessments in such amounts, upon such terms, and for such purposes as may be approved by two-thirds of the Association's registered voters who are voting in person or by proxy at a meeting duly called for levy of a General Special Assessment provided, however, neither annual assessments or General Special Assessments shall be levied against Class II members for purposes which benefit only Class I members.

(c) Individual Special Assessments. Individual Special Assessments are levied by expenditure of funds after a two-thirds vote of the Board of Directors, as provided in Article V (relating to exterior maintenance of the Whitehall Commons (Class I) homes) and also provided in Article VII (relating to architectural control of the Whitehall Commons (Class I) homes).

Section 4. Voting by Members on Assessments. Whenever a vote is to be taken under Section 3 of this Article for purposes of (a) (2) or (b) of that Section, the following rules apply:

- (a) Written notice of a meeting called for the purpose of taking such a vote shall be sent to all Registered Voters entitled to vote not less than 30 nor more than 60 days before the meeting.
- (b) At the first such meeting, the presence or proxies of sixty percent (60%) of Registered Voters shall be a quorum.
- (c) If the required quorum is not present, another meeting may be called to be held within 60 days of the preceding meeting. The same notice requirements shall apply. The required quorum at such a subsequent meeting shall be one-half ($\frac{1}{2}$) of the quorum requirement for the preceding meeting.
- (d) The quorum reduction provision of paragraph (c) above shall be repetitive, halving the previous quorum in each cycle. Except for the reduced quorum, all other requirements of this Section 4 shall apply.

Section 5. Uniform Rate of Assessment.

(a) Through December 31, 2004, the maximum annual assessment for Class I Members (Whitehall Commons) shall be \$1,284.00, which is \$107.00 per month. This includes the amount attributable to the expenses of the Common Recreation Areas.

(b) For 2004 only, the annual assessment for Class II Members (Whitehall Addition) shall be \$238.20, which is \$19.85 per month. From 2005 through and including 2014, the annual assessment for Class II Members (Whitehall Addition) shall be \$240.00, which is \$20.00 per month. Said amount is deemed to be the amount payable by all Whitehall Owners for the expenses attributable to the Common Recreation Areas.

Thereafter, assessments shall be established as set forth in this Article IV. However, any increases shall be documented by normal accounting procedures and distributed to the Membership to demonstrate that such increases are attributable to increases in operating costs or deficiencies in the replacement reserve fund and no portion of such increases shall inure to the benefit of one class over another with the exception that the President, Treasurer and Secretary are currently being compensated \$315.00 per month, \$315.00 per month and \$150.00 per month, respectively, because of the large amount of time required in the management of the affairs of the Association and such officers may continue to be compensated for the reasonable value of their services as established annually by the Board of Directors of the Association.

(c) Commencing with the annual assessments payable in the year 2015, the annual assessment for Class II Members (Whitehall Addition) shall be fixed by the Board of Directors at an amount equal to \$20.00 per month (\$240.00 per year) plus the percentage increase, if any, in the Consumer Price Index between the index figure for September, 2005, and the index figure for September, 2014. Thus, the \$20.00 per month shall be increased the same rate as inflation. That amount will be fixed for the next ten (10) years. Thereafter, said amount shall be increased in similar manner for successive ten (10) year periods. Said amount is deemed to be the amount payable by all Whitehall Owners for the expenses attributable to the Common Recreation Areas.

As used herein, "Consumer Price Index" means the Consumer Price Index for All Urban Consumers, U.S. City Average of All Items (CPI-U, reference base of 1982-1984=100) published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the CPI is discontinued, the Association's Board of Directors may substitute comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical.

Section 6. Miscellaneous Provisions Regarding Assessments.

(a) **Notice.** Written notice of annual and special assessments shall be sent to the Registered Voter of every Lot.

(b) Due Dates. The due dates for all assessments shall be established by the Board of Directors.

(c) Certificate of Payment. Upon demand and payment of a reasonable charge, the Association shall furnish a certificate signed by an authorized officer setting forth whether the assessments on a specified Lot have been paid.

(d) Subordinate to First Mortgage. The assessment lien provided in Section 1 of this Article shall be subordinate to the lien of any first mortgage.

(e) Sales and Transfers. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien provided in Section 1. Each instrument or deed of conveyance shall contain a recital that the Lot being conveyed or transferred is subject to this Amended Declaration of Covenants, Conditions and Restrictions and is subject to the lien of assessments for maintenance of Common Properties. It shall further specify the amount of current annual assessments and date of most recent payment.

(f) Non-use of Common Area. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot.

(g) Services Provided by Owner. The providing of materials or services by or on behalf of an Owner shall not reduce that Owner's obligation to pay assessments.

Section 7. Remedies of the Association. If any assessment (or installment of an assessment, if authorized) is not paid on its due date, the entire unpaid assessment shall become delinquent. If the assessment is not paid within ten (10) days after the delinquency date, there shall be added to the Owner's account late fees as established by the Board of Directors and the Association may bring an action at law against the Owner personally obligated to pay the assessment or to foreclose the lien against the property, or both. There shall be added to the amount of such assessment the late fees provided herein, costs, and a reasonable attorney's fee. In any action to recover an assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover late fees, costs and expenses of such action incurred, including but not limited to collection costs incurred by the Association to a managing agent/property manager (if any) for processing delinquent Owners' accounts and reasonable attorney's fees, from the Owner of the respective Lot, regardless of whether litigation is initiated.

Section 8. Insurance Premiums for Fire and Extended Coverage. Pursuant to Article IX, the Association is responsible to provide fire and extended insurance coverage for the portions of the homes in Whitehall Commons (Class I) for which the Association is responsible to maintain, repair and restore. Those premiums are directly billed by the Association's insurance company to the Whitehall Commons (Class I) homeowners on an individual basis. In the event any

Whitehall Commons (Class I) Owner fails to pay such premium when due, the Association may pay the same to the insurance company, add such amount to the Owner's assessments payable to the Association, and treat it like a special assessment. If a Whitehall Commons (Class I) Owner thereafter fails to pay the Association, the Association shall have the remedies as set forth above in Section 7 of this Article IV.

2. Article VIII, Section 3 of the Declaration is hereby deleted in its entirety and replaced with the following:

Section 3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded (January 16, 1981), after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed at any time, in whole or in part. Any amendment or change must be approved by a vote (in person or by proxy) of not less than a majority of the total number of Lot Owners at a meeting of the Association duly called and held in accordance with the provisions of the Association's By-Laws. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Office of the Recorder of Marion County, Indiana.

IN WITNESS WHEREOF, the undersigned Owners of Lots within Whitehall execute these Amendments to the Amended Declaration of Covenants, Conditions and Restrictions of Whitehall Commons and Whitehall Addition as of the date of the last signature below.

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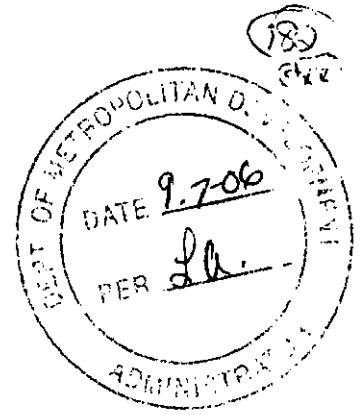


CHICAGO TITLE

MARTHA A. WEHACKS
MARION COUNTY AUDITOR

09/06 SEP-7 4

DEPT. OF METROPOLITAN DEVELOPMENT
ADMINISTRATIVE



Cross-Reference: 1972-36196, 1981-2920, 2001-178153, and 2005-176657

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF WHITEHALL COMMONS AND WHITEHALL ADDITION**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions applicable to Whitehall Commons and Whitehall Addition in Indianapolis, Marion County, Indiana was executed as of the date below.

WITNESSETH:

WHEREAS, the Whitehall residential community located in Marion County was established by a certain "Declaration of Covenants, Conditions and Restrictions" which was recorded on June 26, 1972, as Instrument No. 1972-36196 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Whitehall residential community was further established upon the filing of certain Plats with the Office of the Recorder of Marion County, Indiana, whereby two (2) types of homes were created in areas described as Whitehall Commons and Whitehall Addition; and

WHEREAS, Whitehall Commons consists of two hundred sixty-eight (268) attached single family dwellings situated within Whitehall Commons, Sections One through Four; and

WHEREAS, Whitehall Addition consists of thirty-three (33) detached houses; and

WHEREAS, Whitehall Commons and Whitehall Addition are collectively referred to herein as "Whitehall"; and

WHEREAS, the original Declaration was subsequently amended and replaced by the "Amended Declaration of Covenants, Conditions and Restrictions" which was recorded on January 16, 1981, as Instrument No. 1981-2920 in the Office of the Recorder of Marion County, Indiana (hereafter referred to as the "Declaration"); and

WHEREAS, the Declaration was further amended by the "Amendments to the Amended Declaration of Covenants, Conditions & Restrictions of Whitehall Commons and Whitehall Addition" which was recorded on October 5, 2001, as Instrument No. 2001-178153 in the Office of the Recorder of Marion County, Indiana; and

APPROVED THIS 7th
DAY OF September, 2006
PIKE TOWNSHIP ASSESSOR
DRAFTSMAN Dea M. Brady

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Inst # 2006-0135392
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WHEREAS, the Declaration was further amended by the "Amendments to the Amended Declaration of Covenants, Conditions & Restrictions of Whitehall Commons and Whitehall Addition" which was recorded on October 26, 2005, as Instrument No. 2005-176657 in the Office of the Recorder of Marion County, Indiana (the original Declaration and all amendments are collectively referred to as the "Original Declaration As Amended"); and

WHEREAS, Article VIII, Section 3 of the Original Declaration As Amended states that it may be amended or changed with approval by a vote of a majority of the total number of Lots at a meeting of The Whitehall Corporation duly called and held; and

WHEREAS, the Board of Directors of The Whitehall Corporation recommended that the Lot Owners approve the certain amendments to the Original Declaration As Amended, and to restate the same in this Amended and Restated Declaration; and

WHEREAS, the Owners of Lots Whitehall desire to amend certain provisions of the Original Declaration As Amended and to restate the same for the convenience of the Owners such that this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Whitehall Commons and Whitehall Addition in no way nullifies or changes the Original Declaration As Amended or the effective date of the original Declaration and subsequent amendments. However, upon the date of recording of this Amended and Restated Declaration with the Marion County Recorder's Office, the Original Declaration As Amended shall no longer be in effect and shall be replaced by the following; and

WHEREAS, at a Special Meeting of The Whitehall Corporation that was adjourned to July 31, 2006, the Owners of a majority of the total number of Lots in Whitehall approved this Amended and Restated Declaration pursuant to the terms and conditions set forth below.

NOW, THEREFORE, the Owners of a majority of the Lots in Whitehall hereby amend and restate the Original Declaration As Amended such that all of the platted Lots and lands located within the Whitehall Properties as they have been platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following restrictions, all of which were and are declared and agreed to be in furtherance of a plan for the improvement and sale of said Lots and lands in Whitehall. Such restrictions below were and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the development as a whole and of each of said Lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Owners and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such restrictions, and shall inure to the benefit of all successors in title to any real estate in the development. Now, therefore, the Original Declaration As Amended which is applicable to all Owners and residents within Whitehall is hereby amended and restated as follows:

ARTICLE I – DEFINITIONS

Section 1.1. "Association" means The Whitehall Corporation, an Indiana nonprofit corporation, its successors and assigns.

Section 1.2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 1.3. "Properties" means that certain real property described in Exhibit A (commonly associated with the attached single family dwellings known as Whitehall Commons) and Exhibit B (commonly associated with the houses known as Whitehall Addition).

Section 1.4. "Common Area" means all real property owned by the Association for the common use and enjoyment of the Owners. The Common Area consists of that land area designated as such on the Plats of Whitehall Commons, Sections One through Four, inclusive, recorded as Instruments Numbered 72-43201, 73-3139, 73-3140 and 73-69780, respectively, in the office of the Recorder of Marion County, Indiana; the description of which is contained in Exhibit A, less the two hundred sixty-eight (268) Lots contained therein, which Lots are hereafter defined.

Section 1.5. "Common Recreation Area" means that real property contained within the "Properties" containing the community building, swimming pool and tennis court described in Exhibit C, attached hereto and by this reference incorporated herein, together with certain bike paths contained within the legal description of Exhibit A and comprising 3,378.5 lineal feet.

Section 1.6. "Lot" means any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II – PROPERTY RIGHTS

Section 2.1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be a part of and pass with the title to every Lot, except for the Whitehall Addition owners who shall be restricted in use to the Common Recreation Area. All Owners shall be subject to the following provisions:

- (a) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Recreation Area;
- (b) the right of the Association to suspend the voting rights and right to use or delegate the use of facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for any period during which there is an infraction of the provisions of this Declaration, the Plat Covenants, or the Association's published rules and regulations.

(c) the right of the Association 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 to by the members. No such dedication or transfer shall be effective unless an instrument approved by two-thirds (2/3) of the Owners agreeing to such dedication or transfer has been recorded.

(d) the rights of the other Owners.

Section 2.2. Delegation of Use. Each Owner may delegate his or her right of enjoyment to the Common Recreation Area and facilities to the members of the Owner's family, to the Owner's guests, the Owner's tenants, and contract purchasers of the Owner's Lot. Any Owner who so delegates his rights of enjoyment shall and agrees to indemnify any Owner or the Association for damages caused by such persons.

Section 2.3. Association's Easement for Maintenance and Repair. The Association and any member thereof whose enjoyment of the use and occupancy of his or her Lot in Whitehall Commons is affected thereby, shall have an easement to go upon any other Lot in Whitehall Commons for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one of said Lots.

The Association shall have an easement for access to all Lots in Whitehall Commons for entry and exit as required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties and in order to properly affect its rights as set forth in this Declaration.

ARTICLE III – MEMBERSHIP AND VOTING RIGHTS

Section 3.1. Every Owner of a Lot shall be a member of the Association. For purposes of determining classes of membership, a Class I member shall be the Owner of any Lot containing a Dwelling within the two hundred sixty eight (268) Lots of Whitehall Commons, Sections One through Four, inclusive, described in Exhibit A. A Class II member shall be the Owner of a single family dwelling on Lots One through Thirty Three, inclusive, in the Plat of Whitehall Addition recorded as Instrument Number 72-43542 in the Office of Recorder, Marion County, Indiana, and described in Exhibit B.

Section 3.2. The Association shall have two (2) classes of Membership.

(a) Class I. Every person, group of persons or entity, who is a record Owner of a fee interest in any Lot in Whitehall Commons, Sections One through Four, inclusive, shall automatically be a Class I Member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class I Membership shall be appurtenant to and may not be separated from ownership of any Lot in Whitehall Commons. Class I Members shall be entitled to one (1) vote for each Lot owned on all matters pertaining to the Common Area and Common Recreation Area.

(b) Every person, group of persons or entity who is a record owner of a fee interest in Lot One through Thirty Three in the Plat of Whitehall Addition shall automatically be a Class II Member of the Association; provided, however, that any such person, groups of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class II Membership shall be appurtenant to and may not be separated from ownership of any Lot in Whitehall Addition. Class II Members shall be entitled to one (1) vote for each Lot owned only as to matters pertaining to the use and maintenance of the Common Recreation Area. Correspondingly, Class II Membership assessments shall be restricted to maintenance and upkeep of the Common Recreation Areas as set forth below.

(c) If more than one person, group of persons or entity is the record owner of any Lot, then the vote for such Lot 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. In the event agreement is not reached, the vote attributable to such Lot shall not be counted.

ARTICLE IV - ASSESSMENTS

Section 4.1. Creation of the Lien and Personal Obligation of Assessments. By accepting a deed for any Lot in the Properties, each Owner of each Lot covenants and agrees to pay to the Association:

- 1) annual assessments, and
- 2) general special assessments, and
- 3) individual special assessments,

all as provided in this Article. This covenant and agreement is effective whether or not it is expressed in the deed to the Lot.

The annual and both types of special assessments, together with late fees as established by the Board of Directors, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with late fees, costs and reasonable attorney's fees shall also be the personal obligation of each Owner who was an Owner at the time the assessment first became due. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. This assessment shall run with the land and be binding upon each Owner, his or her heirs, successors and assigns.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, Common Recreation Area and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas, Common Recreation Area and facilities.

This fund for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Marion County; provided, however, the Board of Directors may, by majority vote, borrow from these funds paying the interest rate otherwise earned by such fund. However, any monies borrowed from these funds shall be replaced within one year.

Section 4.2. Purpose of Assessments. The annual assessment is the source of regular operating funds for the Association. The annual assessments levied by the Association shall be used to operate the Association, to discharge the duties and responsibilities of the Association, and to secure the rights of the Association. The rate of annual assessment for the Class I members (Whitehall Commons) shall include the cost of maintenance, repair and replacement of both Common Areas and Common Recreation Areas and shall be the same for every Class I Lot (Whitehall Commons). The rate of annual assessment for Class II members (Whitehall Addition) shall include the cost of maintenance, repair and replacement of Common Recreation Areas only and shall be the same for every Class II Lot (Whitehall Addition).

The general special assessments are the source of extraordinary funds for the Association. General special assessments levied by the Association shall be used for the purpose(s) specified in the assessment itself or, if no purpose is specified, for any purpose for which annual assessments could be used. The rate of general special assessments shall be made in the same manner as annual assessments excepting general special assessments shall not be made on Class II members for the benefit of property in which they have no interest.

Individual special assessments shall be used for the purpose(s) which gave rise to the assessment. Individual special assessments arise under Articles V and VII and attach only to a particular Lot and its Owners(s).

Section 4.3. Levy of Assessments.

(a) Annual Assessment. The annual assessment shall be based upon the calendar year. The Board of Directors shall fix the amount of each year's annual assessment at least thirty (30) days in advance of the start of the year. The Board shall have no authority to fix an annual assessment in excess of the greater of:

- (1) a 6% increase over the previous year's annual assessment, or
- (2) such amount as may be approved by a majority of the Association's members who are voting in person or by proxy at a meeting duly called for this purpose at which a quorum is present in person or by proxy.

The above limitation (i.e., the 6% "cap") shall be applied to the annual assessment payable by the Whitehall Commons (Class I) members MINUS: (1) the amount of the assessment attributable to the Common Recreation Areas, and (2) the premiums for the Association's insurance policies. In other words, the 6% cap shall not be applicable to the \$20.00 amount per month payable by all Whitehall Owners for the Common Recreation Areas. That amount was set in 2005 at \$20.00

per month and is not subject to adjustment until the assessments payable for the year 2015. Also, the 6% cap shall not be applicable to the Association's insurance premiums.

(b) General Special Assessments. In addition to the annual assessment, the Association may levy General Special Assessments in such amounts, upon such terms, and for such purposes as may be approved by two-thirds of the Association's members who are voting in person or by proxy at a meeting duly called for levy of a General Special Assessment; provided, however, neither annual assessments or General Special Assessments shall be levied against Class II members for purposes which benefit only Class I members.

(c) Individual Special Assessments. Individual Special Assessments are levied by expenditure of funds after a two-thirds vote of the Board of Directors, as provided in Article V (relating to exterior maintenance of the Whitehall Commons (Class I) homes) and also provided in Article VII (relating to architectural control of the Whitehall Commons (Class I) homes).

Section 4.4. Voting by Members on Assessments. Whenever a vote is to be taken under Section 4.3 above for purposes of (a) (2) or (b) of that Section, the following rules apply:

- (a) Written notice of a meeting called for the purpose of taking such a vote shall be sent to all members entitled to vote not less than 30 nor more than 60 days before the meeting.
- (b) At the first such meeting, the presence or proxies of sixty percent (60%) of members shall be a quorum.
- (c) If the required quorum is not present, another meeting may be called to be held within 60 days of the preceding meeting. The same notice requirements shall apply. The required quorum at such a subsequent meeting shall be one-half (½) of the quorum requirement for the preceding meeting.
- (d) The quorum reduction provision of paragraph (c) above shall be repetitive, halving the previous quorum in each cycle. Except for the reduced quorum, all other requirements of this Section 4.4 shall apply.

Section 4.5. Uniform Rate of Assessment.

(a) Through December 31, 2007, the maximum annual assessment for Class I Members (Whitehall Commons) shall be \$1,692.00, which is \$141.00 per month. This includes the amount attributable to the expenses of the Common Recreation Areas.

(b) For 2004 only, the annual assessment for Class II Members (Whitehall Addition) shall be \$238.20, which is \$19.85 per month. From 2005 through and including 2014, the annual assessment for Class II Members (Whitehall Addition) shall be \$240.00, which is \$20.00 per month. Said amount is deemed to be the amount payable by all Whitehall Owners for the expenses attributable to the Common Recreation Areas.

Thereafter, assessments shall be established as set forth in this Article IV. However, any increases shall be documented by normal accounting procedures and distributed to the Membership to demonstrate that such increases are attributable to increases in operating costs or deficiencies in the replacement reserve fund and no portion of such increases shall inure to the benefit of one class over another with the exception that the President, Treasurer and Secretary are currently being compensated \$315.00 per month, \$315.00 per month and \$150.00 per month, respectively, because of the large amount of time required in the management of the affairs of the Association and such officers may continue to be compensated for the reasonable value of their services as established annually by the Board of Directors of the Association.

(c) Commencing with the annual assessments payable in the year 2015, the annual assessment for Class II Members (Whitehall Addition) shall be fixed by the Board of Directors at an amount equal to \$20.00 per month (\$240.00 per year) plus the percentage increase, if any, in the Consumer Price Index between the index figure for September, 2005, and the index figure for September, 2014. Thus, the \$20.00 per month shall be increased the same rate as inflation. That amount will be fixed for the next ten (10) years. Thereafter, said amount shall be increased in similar manner for successive ten (10) year periods. Said amount is deemed to be the amount payable by all Whitehall Owners for the expenses attributable to the Common Recreation Areas.

As used herein, "Consumer Price Index" means the Consumer Price Index for All Urban Consumers, U.S. City Average of All Items (CPI-U, reference base of 1982-1984=100) published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the publication of the CPI is discontinued, the Association's Board of Directors may substitute comparable statistics on the purchasing power of the consumer dollar published by a responsible financial periodical.

Section 4.6. Miscellaneous Provisions Regarding Assessments.

- (a) Notice. Written notice of annual and special assessments shall be sent to the Owner of every Lot.
- (b) Due Dates. The due dates for all assessments shall be established by the Board of Directors.
- (c) Certificate of Payment. Upon demand and payment of a reasonable charge, the Association shall furnish a certificate signed by an authorized officer or the Association's managing agent setting forth whether the assessments on a specified Lot have been paid.
- (d) Subordinate to First Mortgage. The assessment lien provided in Section 4.1 shall be subordinate to the lien of any first mortgage.
- (e) Sales and Transfers. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien provided in Section 4.1. Each instrument or deed of conveyance shall contain a recital that the Lot being conveyed or transferred is subject to this Amended and

Restated Declaration of Covenants, Conditions and Restrictions and is subject to the lien of assessments for maintenance of Common Properties. It shall further specify the amount of current annual assessments and date of most recent payment.

(f) Non-use of Common Area or Common Recreation Area. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Common Recreation Area or by abandonment of his or her Lot.

(g) Services Provided by Owner. The providing of materials or services by or on behalf of an Owner shall not reduce that Owner's obligation to pay assessments.

Section 4.7. Remedies of the Association. If any assessment (or installment of an assessment, if authorized) is not paid on its due date, the Board may accelerate the entire unpaid assessment for the balance of the fiscal year so that it is immediately due and payable. If the assessment is not paid within ten (10) days after the due date, there shall be added to the Owner's account late fees as established by the Board of Directors and the Association may bring an action at law against the Owner personally obligated to pay the assessment or to foreclose the lien against the property, or both. There shall be added to the amount of such assessment the late fees provided herein, costs, and a reasonable attorney's fee. In any measure to recover an assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover late fees, costs and expenses of such action incurred, including but not limited to collection costs incurred by the Association to a managing agent/property manager (if any) for processing delinquent Owners' accounts and reasonable attorney's fees, from the Owner of the respective Lot, regardless of whether litigation is initiated.

Section 4.8. Insurance Premiums for Fire and Extended Coverage. Pursuant to Article IX, the Association is responsible to provide fire and extended insurance coverage for the portions of the homes in Whitehall Commons for which the Association is responsible to maintain, repair and restore. Commencing with the Association's insurance policy renewal in September of 2006, the Association will pay the premiums for such insurance directly to the insurance company and such costs will be part of the Association's common expenses applicable to Whitehall Commons. As such, the monthly assessments paid by the Owners in Whitehall Commons will include those premium costs.

Prior to that time, those insurance premiums were directly billed by the Association's insurance company to the Whitehall Commons homeowners (or their mortgage companies) on an individual basis. In the event any Whitehall Commons Owner fails to pay such premium when due, the Association may pay the same to the insurance company, add such amount to the Owner's assessments payable to the Association, and treat it like a special assessment. If a Whitehall Commons Owner thereafter fails to pay the Association, the Association shall have the remedies as set forth above in Section 4.7.

ARTICLE V – EXTERIOR MAINTENANCE

Section 5.1. Exterior Maintenance Generally. The Association is generally responsible for exterior maintenance and repair of all Common Area and all Lots and improvements in Whitehall Commons, but the Association has, generally, no responsibility for exterior maintenance or repair of the Lots and improvements in Whitehall Addition.

Section 5.2. Common Area and Common Recreational Area. The Association shall maintain, repair and replace the Common Area and Common Recreational Area, including but not limited to the clubhouse (both interior and exterior), the swimming pool, the tennis court and surrounding fence, and the miscellaneous recreational and park areas. It also shall be the Association's responsibility to maintain, repair and replace the bicycle paths in the Properties, driveways and parking areas within the Common Area, Common Recreational Area, and the Lots within Whitehall Commons, the sidewalks on 47th Street, the streets located within Whitehall Commons (excluding 47th Street which is maintained by the City of Indianapolis), and the underground water lines situated within Whitehall Commons. Additionally, the Association shall be responsible for snow removal on all parking areas in the Common Area and Common Recreational Area, all driveways within Whitehall Commons, and all streets within Whitehall Commons. Further, the Association shall be responsible to provide all lawn mowing, tree trimming, and fertilization and weed killer in all portions of the Common Area and Common Recreation Area and all Lots in Whitehall Commons.

Section 5.3. Whitehall Commons. The Association shall also be responsible to maintain, repair and replace the following portions of Lots within Whitehall Commons, except as may be otherwise limited:

- (a) Window caulking (casing to exterior wall);
- (b) Door frame caulking (caulking to exterior wall);
- (c) Downspout drip trays;
- (d) Exterior wood trim, including painting;
- (e) New and existing front doors and garage doors (paint only);
- (f) Garage concrete (aprons only);
- (g) Gates on ranch units (paint only);
- (h) Fences on ranch units;
- (i) Gutters and downspouts;
- (j) House number signs;

- (k) Masonry for exterior walls only;
- (l) Roofing shingles;
- (m) Roof sealing around original vent pipes;
- (n) False chimneys (vent pipes);
- (o) Shutters;
- (p) Sidewalks from the driveway to the front entrance and the stoops on townhouse units. (Stoop is defined as the small porch or platform at the front entrance of the unit);
- (q) Aluminum, wood and vinyl siding;
- (r) Overhangs;
- (s) Patios installed as original construction.

Section 5.4. Owner's Responsibilities - Whitehall Addition. All Owners of Lots within Whitehall Addition shall maintain all portions of their Lots and all improvements situated thereon. The Association shall have no maintenance responsibilities whatsoever pertaining to such Lots within Whitehall Addition.

Section 5.5. Owner's Responsibilities - Whitehall Commons. The Owners of Lots within Whitehall Commons shall be responsible to maintain, repair and replace the following:

- (a) All storm doors;
- (b) All windows and screens, including any caulking within the window casing;
- (c) All exterior doors and garage doors (with the exception of paint which shall be provided by the Association);
- (d) Shrubs or bushes of any kind located within the Lot, including the fertilization and trimming thereof;
- (e) Patios added or modified by current or prior homeowners;
- (f) Fences and gates on townhouse units;
- (g) Gates on ranch units (with the exception of paint which shall be provided by the Association);
- (h) All exterior lighting;

- (i) All electrical, plumbing, and heating, ventilation and air conditioning systems (including dryer vents);
- (j) Outside water spigots (sill cocks);
- (k) Owner-installed fireplace chimneys and associated roof venting;
- (l) Snow removal from sidewalks and patios areas situated within the Lots;
- (m) All architectural additions made by the current or former owner, with the exception of those items described in Section 5.3 above;
- (n) Any and all other portions of the Lots or improvements situated thereon which are not otherwise listed in Section 5.3 above.

Section 5.6. Additional Owner's Responsibilities. In addition to the Owner's responsibilities described above in this Article V, each Owner shall also be responsible to maintain, repair or replace any portion of his or her Lot for which the Association is responsible pursuant to the above provisions, together with any other portions of the Common Areas or Common Recreational Areas, which may be necessitated by the negligence of the Owner, the Owner's family, guests, or invitees, or any other residents within such Lot. This shall include, but not be limited to, any damage caused by the operation of any vehicles on any portions of the Properties. Additionally, the Owners will be responsible for any damage to the Properties caused by any pets kept by the Owner or resident of such Lot.

Section 5.7. Heating of Dwellings in Whitehall Commons. For the purpose of preventing damage to and breakage of water, sewer and other utility lines and pipes in a Dwelling in Whitehall Commons which might result in damage to that or other Dwellings, all Owners shall maintain the temperature in their Dwellings, at all times, no less than fifty-five (55) degrees Fahrenheit, subject, however, to the inability to maintain such temperature due to causes beyond the Owner's reasonable control. Any damage resulting from the refusal or failure of an Owner to so maintain such minimum temperature may be repaired by the Association and (unless due to causes beyond the Owner's reasonable control) the cost thereof assessed against the Lot or the refusing or failing Owner. However, if the failure to maintain such minimum temperature is due to causes beyond the Owner's reasonable control, the cost of such repair shall be a common expense unless covered by the Association's or the Owner's insurance.

ARTICLE VI – PARTY WALLS

Section 6.1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the attached single family dwellings upon the Properties and placed on the dividing lines between the Lots shall be considered a party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liabilities for property damage due to negligence or willful acts or omissions shall apply.

Section 6.2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 6.3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use.

Section 6.4. Negligent or Willful Acts and Omissions. The rights of an Owner under any rule of law regarding liability for negligent or willful acts and omissions of others shall not be prejudiced by any provision of this declaration; except that an Owner who, by his negligent or willful act, causes a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 6.5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be a part of and pass with the title to the Owner's Lot.

Section 6.6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and a binding decision shall be made by a majority of all the arbitrators.

ARTICLE VII – ARCHITECTURAL CONTROL

Section 7.1. Architectural Control. Any and all changes which alter or affect the exterior appearance of any Lot in Whitehall Commons or the Common Area must first be approved by the Board of Directors of the Association. No building, fence, wall or other structure shall be started, erected, located or maintained upon said Properties, nor shall any exterior addition to or change or alteration of said Properties be made until:

- (a) the plans and specifications showing the nature, kind, shape, height, materials, and location of such addition, change, or alteration have been submitted, in writing, to the Board of Directors of the Association,

AND

EITHER

- (b) the Board approves the plans and specifications in writing,

OR (c) the Board fails to approve or disapprove the plans and specification for thirty (30) days, after receipt of detailed written plans and specifications.

Section 7.2. Approval Process. If the Board approves the plans and specifications, or if the Board fails to either approve or disapprove within the 30 days, this Article will be considered to be fully complied with and work may proceed in accordance with the plans and specifications.

If the Board disapproves of the plans and specifications, in writing, within 30 days, no work shall be done on the proposed project.

Section 7.3. Factors. The Board of Directors shall consider harmony of external design, location and relation to surrounding structures, and topography and general impact upon the neighborhood in reaching its decision to approve or disapprove those plans and specifications submitted to it. The Board may rely upon the advice and assistance of an architectural committee composed of three (3) or more persons appointed by the Board.

Section 7.4. Failure to Comply. Any and all changes which alter or affect the exterior appearance of any Lot or the Common Area which are made without complying with the procedure of this Article shall, upon written demand by the Board of Directors of the Association, be reversed or further altered, as necessary, to achieve the harmony desired by the Board. Such reversal or further alteration of unapproved changes shall be at the expense of the Owner making or authorizing such changes. The cost of such reversal or further alteration shall be a Special Assessment against that Lot until paid. This Article shall have no application to Whitehall Addition, its Owners or their Dwellings.

ARTICLE VIII – GENERAL PROVISIONS

Section 8.1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or thereafter, imposed by the provisions of this Declaration as well as any of the covenants and restrictions set forth in the Plats. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. 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 Association shall be entitled to recover its costs and reasonable attorney's fees incurred in connection with such default or failure against the defaulting or violating Owner.

Section 8.2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 8.3. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded (January 16, 1981), after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed at any time, in whole or in part. Any amendment or change must be approved by a vote (in person or by proxy) of not less than a majority of the total number of Lot Owners at a meeting of the Association duly called and held in accordance with the provisions of the Association's By-Laws. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Office of the Recorder of Marion County, Indiana.

ARTICLE IX – INSURANCE

Section 9.1. Casualty Insurance. Each Owner, and the Association shall carry fire and extended coverage insurance on their respective properties. The Association shall be required to obtain and maintain, to the extent obtainable, a master casualty insurance policy affording fire and extended coverage insurance insuring all of the improvements consisting of the Dwellings (except to the extent as limited below) and Common Areas, covering the interests of the Association, the Board of Directors, the Managing Agent, and all Whitehall Commons Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of all Dwellings in Whitehall Commons and the Association's Common Areas; and such other insurance as the Association may determine. If the Board of Directors can obtain such coverage for reasonable amounts, they shall also obtain "all risk" coverage, or its equivalent "special form".

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Owners in Whitehall Commons or of the invalidity arising from any acts of the insureds or any Owners in Whitehall Commons, and shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the insured, including all mortgagees of Dwellings at least thirty (30) days prior to expiration of then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, and at least once every three years, the Association shall obtain an insurance appraisal of the full replacement value of the Dwellings in Whitehall Commons and the Association's Common Areas.

Section 9.2. Uniformity of Coverage. The Board of Directors may adopt rules and regulations governing the minimum amounts of insurance required to be carried by all Owners in Whitehall Commons together with the Common Recreation Area; certain provisions which may be required to be included in all such insurance policies; and such other terms and provisions pertaining to insurance which may reasonably be deemed necessary or appropriate (1) to assure that all Common Areas in Whitehall Commons and all residences and Common Recreation Areas are insured and that there will be proceeds of insurance to repair or restore the same in the event of a casualty loss thereto; or (2) otherwise to assist or to simplify problems of coordinating insurance coverage between the Owners and the Association. The Association may, by the adoption of rules and regulations, provide that fire and extended coverage on each of the attached single family dwellings shall be carried by the Association or that each Owner in Whitehall Commons shall be required to purchase his fire and extended coverage insurance from the same insurance company which carries the Association's fire and extended coverage insurance.

Section 9.3. Other Insurance – Association. The Board of Directors of the Association shall also have the authority to and shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, 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 general (public) liability insurance policy shall cover the Association, the Board of Directors, any committee or organ of the Association or Board, any Managing Agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the

foregoing with respect to the Whitehall Properties, all Owners of all Lots and all other persons entitled to occupy any Lot or Dwelling as their interests may appear. 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 Association 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 thirty (30) days written notice to the Association. The Association 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 Association and directors and officers 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 Association, the Board of Directors and any Managing Agent acting on behalf of the Association.

Notwithstanding any of the foregoing provisions and requirements relating to casualty or liability insurance, each Owner shall be deemed to have delegated to the Board of Directors his or her right to adjust with the insurance companies all losses under the policies purchased by the Association, the proceeds of which shall be payable to the Association. Also, the Board of Directors, on behalf of the Association, shall act as trustees on behalf of all Owners, having exclusive authority to negotiate losses under any policy providing such casualty or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Owner appoints the Board of Directors as attorney-in-fact for the purpose of purchasing and maintaining such insurance, and for the following additional purposes: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes. The appointment of such attorney-in-fact shall not be affected by the incompetence of such Owner.

The premiums for all insurance described above shall be paid by the Association as part of the common expenses.

Section 9.4. Other Insurance – Owners in Whitehall Addition. Each Owner in Whitehall Addition shall have the right to purchase any additional insurance he or she deems necessary and he shall be responsible for all insurance of his or her own residence and on the contents thereof, additions and improvements thereto and decorating and furnishing and personal property therein, and the Owner's personal property stored elsewhere on the property, and the Owner's personal liability to the extent not covered by the liability insurance for all Owners obtained as a part of the common expenses as above provided. The Association has no obligations to insure any improvements on the Lot of a Whitehall Addition Owner.

Section 9.5. Mandatory Insurance – Owners in Whitehall Commons. Each Owner in Whitehall Commons must carry insurance for his or her own benefit insuring his or her personal liability (including all acts or omissions by which one Owner damages the property or well being of another Owner), and his or her carpeting, floor coverings, wall covering, furniture,

furnishings, decorating, and other personal property, and fixtures and betterments and improvements or other property supplied or installed by him or a previous Owner or tenant. Each Owner's policy (often referred to as an HO-6 policy) must also include coverage for, but not be limited to, appliances, such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security, and housekeeping, even if any of said appliances are "built in". Such policy should also include coverage for the Association's deductible reimbursement (see below). All coverage should be on a replacement cost basis and provide full insurable replacement cost coverage. The Association must be listed on each Owner's policy as an Additional Insured, as their interests may appear. All owners' individual policies must contain waivers of subordination (such that the Association's policy is primary) and subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Owner. If an Owner in Whitehall Commons does not purchase or produce evidence of insurance as required by the Board, the Association may purchase the insurance coverage and charge the premium costs back to such Owner and the Dwelling as a Special Assessment. In no event shall the Association, its Board of Directors, officers, or agents be liable to any person either with regard to the decision not to purchase the insurance, or with regard to the timing of its purchase of the insurance or the amounts or types of coverages obtained. The Board of Directors shall have the power to adopt Rules and Regulations to further clarify this Section.

Section 9.6. Casualty and Restoration. In the event of damage or destruction of any of the Dwellings in Whitehall Commons or the Common Recreation Area, the Association shall cause such damage or destroyed property to be promptly repaired and restored. Repair, reconstruction and restoration shall mean construction or rebuilding of the Dwelling or Common Recreation Area to as near as possible the same condition as they existed immediately prior to the damage or destruction. The proceeds of the insurance carried by the Association and Owner covering their respective obligations hereunder shall be applied to such repair and restoration.

Section 9.7. Liability for Uninsured Amounts, including the Association's Deductible. All insurance claims covered by the Association's master casualty insurance policy carry a deductible in an amount determined by the Board. Notwithstanding anything else contained in this Declaration and the By-Laws, liability for uninsured amounts, including the Association's deductible of up to and including \$5,000.00 per claim, shall be in the following manner for the Owners of Dwellings in Whitehall Commons:

(a) Liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual Owner where the damage results from a negligent or intentional action or omission by an Owner, or that Owner's tenant, or the family, servants, employees, agents, visitors or licensees of that Owner or tenant, or from the failure of or failure to maintain any portion of the property, including any appliance, equipment, or fixture in a Dwelling, which that Owner is responsible to maintain in good working order and condition.

(b) Except as provided in paragraph (a) above, or where the damage is a result of the sole fault of the Association, the liability for the amount of damage within the limits of any applicable insurance deductible on a policy of insurance issued to the

Association shall be the responsibility of an individual Unit Owner where the damage involved is limited solely to that Owner's Unit or Lot.

(c) Except as provided in paragraphs (a) and (b) above, or where the damage is a result of the sole fault of the Association, liability for the amount of damage within the limits of any applicable insurance deductible on a policy of insurance issued to the Association shall be pro-rated between the Association and any involved Owners in proportion to the relative amounts of damage to each of the affected Dwellings and Lots, where the damage involves one or more Dwellings or Lots.

Each Owner is responsible for verifying with his or her own insurance agent that the Owner's share of any such Association deductible is covered under his or her own homeowner's insurance policy (assuming the deductible is not assessed as part of the Common Expenses allocable to all Owners). Any portion of such a deductible which has been assessed to a particular Owner's account will be subject to the same collection procedures as provided elsewhere herein for Assessments.

ARTICLE X - LEASING OF DWELLINGS AND MAXIMUM NUMBER OF DWELLINGS OWNED.

Section 10.1. Applicability to Whitehall Commons Only. The provisions of this Article X shall apply only to the two hundred sixty-eight (268) attached single family dwellings which are part of Whitehall Commons, Sections One through Four, inclusive (hereafter called "Dwellings"). This Article X shall not apply to the thirty-three (33) houses which are part of Whitehall Addition.

Section 10.2. Limits on the Number of Leased Dwellings ("Rental Cap"). In order to insure that the residents within Whitehall Commons share the same proprietary interest in and respect of the Dwellings and the Common Areas, no more than forty (40) of the two hundred sixty-eight (268) Dwellings, which is about fifteen percent (15%), may be leased or rented to non-owner occupants at any given time, except as may be otherwise provided in this Article X. If at any time such percentage of Dwellings are leased or rented, an Owner who wants to rent or lease his or her Dwelling which is not already rented shall be placed upon a waiting list by the Board of Directors. When an existing tenant moves out, the Owner of that Dwelling shall immediately notify the Board of Directors or Managing Agent of such fact and that Dwelling cannot be re-rented until all prior Owners on the waiting list, if any, have had a chance to rent their Dwellings. Prior to the execution of any lease, and in addition to the requirements set forth below, the Owner must notify the Board of Directors or the Managing Agent as to that Owner's intent to lease his or her Dwelling. After receiving such notice, the Board of Directors or the Managing Agent shall advise the Owner if Dwellings may be leased or whether the maximum number of Dwellings within Whitehall Commons is currently being leased. If the maximum number of Dwellings is being leased, the Board of Directors or the Managing Agent shall also notify the Owner of that Owner's position on the waiting list.

Notwithstanding the foregoing, the "rental cap" described above shall not apply to any Dwelling of an Owner in Whitehall Commons who, as of June 1, 2000, is renting or leasing said Dwelling and provides written proof thereof to the Association's Managing Agent by that date.

Such proof shall include a copy of each executed lease by such Owner which identifies the tenant (but which may have the rental amount deleted). The Owners of record of such currently-rented Dwellings shall not be subject to the provisions of this Section 10.2, but shall be subject to the remaining provisions of this Article X. However, when the legal owners of record of any of the above-described Dwellings sell, transfer or convey such Dwelling(s) to another Owner after June 1, 2000, such Dwelling(s) shall immediately become subject to this Section 10.2.

Section 10.3. Hardship Exceptions and Waiver. Notwithstanding Section 10.2 above, if an Owner wishes to rent or lease his or her Dwelling, but the maximum number of forty (40) Dwellings is currently being leased, the Owner may request the Board of Directors to waive the "rental cap" and approve a proposed lease if the Owner establishes to the Board's satisfaction that the "rental cap" will cause undue hardship. If a majority of the entire Board of Directors approves in writing of the Owner's request, the Board of Directors shall permit the Owner to rent or lease said Dwelling, but only if the Owner satisfies all other requirements of this Article X. Such decision shall be at the sole discretion of the Board. Examples of an undue hardship include:

- (1) death, dissolution or liquidation of an Owner;
- (2) divorce or marriage of an Owner;
- (3) necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of Whitehall Commons due to a change of employment or retirement of at least one (1) of such Owners;
- (4) necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of such Owners;
- (5) other similar circumstances.

Section 10.4. General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board of Directors. No portion of any Dwelling other than the entire Dwelling shall be leased for any period. No subleasing shall be permitted. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws, Articles of Incorporation, and any rules and regulations promulgated by the Board of Directors, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling. If such provision is not in the lease, it will be deemed to be in such lease. The Owner shall supply copies of such legal documents to the tenants prior to the effective date of the lease. In addition, the Board of Directors shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing. All Owners who do not reside in the home shall provide the Board of Directors with the name of the tenant(s) and any other residents living in the home.

Section 10.5. One Year Waiting Period. In addition to all other provisions of this Article X, for a period of at least one (1) year after an Owner's acquisition of a Dwelling, said Owner cannot lease such Dwelling. After such time, said Dwelling will be eligible to be leased if all other conditions of this Article X are satisfied and provided further that the Owner is not delinquent in the payment of any assessments or other charges to the Association. Notwithstanding this Section 10.5, if an Owner wishes to lease a Dwelling prior to the end of the one year waiting period, the Owner may apply to the Board of Directors for a waiver. The Board may, in writing, approve an earlier lease if the Owner establishes to the Board's satisfaction that the waiting period will cause undue hardship in the manner as defined in Section 10.3 above.

Section 10.6. Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his or her responsibility to the Association and the other Owners for compliance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws, and any rules and regulations promulgated by the Board of Directors, or from the Owner's liability to the Association for payments of assessments or any other charges.

Section 10.7. Association's Copy of Lease. A copy of each executed lease by an Owner which identifies the tenant (but which may have the rental amount deleted) shall be provided to the Managing Agent by the Owner within thirty (30) days after execution.

Section 10.8. Violations. Any lease or attempted lease of a Dwelling in violation of the provisions of this Article X shall be voidable at the election of the Association's Board of Directors or any other Whitehall Commons Owner, except that neither party to such lease may assert this provision of this Article X to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Whitehall Commons Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 10.9. Maximum Number of Dwellings Owned by a Single Owner. In order to encourage Whitehall Commons being and remaining a community where the Owners reside on the property:

- (a) No Owner may own more than two (2) Dwellings within Whitehall Commons at any time. This restriction shall not apply to any Owner who owns more than two (2) Dwellings which were purchased or with respect to which there was a binding purchase agreement prior to the recording of this restriction.
- (b) If any Owner is the Owner of more than one (1) Dwelling, such Owner or the majority of the principals of such Owner shall and must reside in Whitehall Commons in at least one (1) of such Dwellings, unless otherwise approved in writing by the Board of Directors upon a showing by such Owner, satisfactory to the Board of Directors, of an undue hardship as defined in Section 10.3 above.

As defined in Article I, Section 1.2 of this Declaration, "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers. As used in this Section 10.4 above, "Owner" also means those persons or entities who comprise less than all persons or entities who own in any form or manner the fee simple title or any part thereof to any Dwelling and those persons or entities who have any interest in any form or manner in the fee simple title or any part thereof to any Dwelling. As an example, if any person or entity owns or has any interest in the ownership of two (2) Dwellings, whether in his, her or its name only, as joint tenants, as life tenant or by or through any corporation, partnership, trust, limited liability company, or any other entity, that person cannot own a third Dwelling, whether in his, her or its name only, as joint tenants, as life tenant or by or through a corporation, partnership, trust, limited liability company, or any other entity.

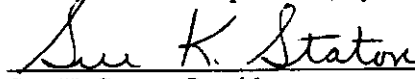
Any purchase agreement, conveyance or lease or rental agreement executed subsequent to the recording of this restriction which violates any provision of this Section 10.9 shall be voidable at the election of the Association's Board of Directors or any Whitehall Commons Owner, except that neither party to such agreement, conveyance or lease may assert this provision of this Article X to avoid its obligations thereunder. In the event of a violation, the Board of Directors, on behalf of the Association, or any Whitehall Commons Owner, shall have the right to exercise any and all available remedies at law or equity.

Section 10.10. Institutional Mortgagees. The provisions set forth in this Article X shall not apply to any institutional mortgagee of any Dwelling which comes into possession of the Dwelling by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement, or deed in lieu of foreclosure.

The undersigned persons hereby represent and certify that all requirements for and conditions precedent for the effectiveness of this Amended and Restated Declaration have been fulfilled and satisfied.

Executed this 7th day of SEPTEMBER, 2006.

The Whitehall Corporation, by:



Sue K. Staton, President

Attest:


Linda L. Butler, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a notary public, in and for said County and State, personally appeared Sue K. Staton and Linda L. Butler, the President and Secretary, respectively, of The Whitehall Corporation, an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true.

Witness my hand and notarial seal this 7 day of September, 2006.


Notary Public - Signature

DOROTHY M. FLAGG
Printed Notary Public, State of Indiana
 County of Marion
Residence County: My Commission Expires June 2, 2012

My Commission Expires:

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

A part of the West Half of the Southwest Quarter of Section 8, and part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the said East Half Quarter Section; thence South 89 degrees 10 minutes 36 seconds West along the South line of the said East Half Quarter Section, 457.00 feet to a point which lies North 89 degrees 10 minutes 36 seconds East 876.28 feet from the Southwest corner of the said East Half Quarter Section; thence North 01 degree 08 minutes 13 seconds West parallel with the East line of the said East Half Quarter Section, 1465.21 feet to the Northerly line of real estate set out in Deed recorded January 12, 1965, as Instrument #65-1848 in the Office of the Recorder of Marion County, Indiana; thence South 86 degrees 23 minutes 43 seconds East along the said Northerly line 1572.49 feet; thence South 01 degree 06 minutes 29 seconds West 219.91 feet; thence South 88 degrees 58 minutes 33 seconds West, 170.78 feet; thence South 45 degrees 09 minutes 16 seconds West, 332.17 feet; thence South 06 degrees 29 minutes 17 seconds West 907.79 feet to the South line of the said West Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West along the said South line, 578.62 feet to the place of beginning, containing 39.566 acres, more or less.

CHICAGO TITLE

EXHIBIT B

A part of the West Half of the Southwest Quarter of Section 8, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning on the South line of the said Half Quarter Section South 88 degrees 58 minutes 33 seconds West, 420.00 feet from the Southeast corner of the said Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West along the South line of the said Half Quarter Section, 340.00 feet to a point which lies North 88 degrees 58 minutes 33 seconds East, 578.62 feet from the Southwest corner of the said Half Quarter Section; thence North 06 degrees 29 minutes 17 seconds East 907.79 feet; thence North 45 degrees 09 minutes 16 seconds East, 332.17 feet; thence North 88 degrees 58 minutes 33 seconds East parallel with the South line of the said Half Quarter Section, 170.78 feet; thence North 01 degree 06 minutes 29 seconds East parallel with the East line of the said Half Quarter Section, 219.91 feet to the Northerly line of real estate set out in deed, recorded January 12, 1965, as Instrument #65-1842 in the Office of the Recorder of Marion County, Indiana; thence South 86 degrees 23 minutes 43 seconds East along the said Northerly line 230.00 feet to the Northeast corner of the Southwest Quarter of the said Southwest Quarter Section; thence South 01 degree 06 minutes 29 seconds East along the East line of the said Half Quarter Section, 1031.35 feet, to a point which lies North 01 degree 06 minutes 29 seconds West, 300.00 feet from the Southeast corner of the said Half Quarter Section; thence South 88 degrees 58 minutes 33 seconds West parallel with the South line of the said Half Quarter Section, 420.00 feet; thence South 01 degree 06 minutes 29 seconds East parallel with the East line of the said Half Quarter Section, 300.00 feet to the place of beginning, containing 15.424 acres, more or less.

EXHIBIT C

All lands designated "Common Properties" in the Plats of Whitehall Commons, Sections One, Two, Three and Four, recorded as Instrs. 72-43201, 73-3139, 73-3140 and 73-6970, respectively, in the Office of Recorder of Marion County, Indiana, excepting property separately described as "Common Recreation Area" as follows, to-wit:

Beginning at the Southeast corner of said Common Property in said Whitehall Commons-Section One (said point is also the Southwest Corner of Whitehall Addition) recorded as Instr. 72-43542); (the next four courses are along the East line of Whitehall Commons-Sections One thru Three and the West line of said Whitehall Addition thence North 06 degrees 29 minutes 17 seconds East 907.79 feet; thence North 45 degrees 09 minutes 16 seconds East 332.17 feet; thence North 88 degrees 58 minutes 33 seconds East 170.78 feet; thence North 01 degrees 06 minutes 29 seconds West (North 01 degrees 06 minutes 29 seconds East by plat) 219.91 feet to the Northeast Corner of Whitehall Commons-Section Three; thence North 86 degrees 23 minutes 43 seconds West along the North line of said Section Three 612.98 feet; thence South 02 degrees 14 minutes East 248.95 feet; thence North 88 degrees 30 minutes 55 seconds West 100.61 feet; thence South 18 degrees 15 minutes 03 seconds West 130.89 feet; thence South 15 degrees 39 minutes 30 seconds East 60.31 feet; thence South 04 degrees 24 minutes 30 seconds West 202.39 feet; thence South 13 degrees 54 minutes 30 seconds West 56.88 feet to a point on a curve on the right of way (cul-de-sac) of West 47th Street (said point lies North 13 degrees 54 minutes 30 seconds East 50.0 feet from the radius point of said curve thence along the curving right of way easterly, southerly, and westerly to a point which lies South 52 degrees 03 minutes 42 seconds West 50.0 feet from the radius point of said curve; thence along the south right of way of West 47th Street North 83 degrees 30 minutes 43 seconds West 93.62 feet; thence South 06 degrees 43 minutes West 117.25 feet; thence South 81 degrees 55 minutes 07 seconds East 85.97 feet; thence South 55 degrees 21 minutes 51 seconds East 95.70 feet; thence South 07 degrees 48 minutes 38 seconds West 144.53 feet; thence South 81 degrees 29 minutes 30 seconds West 86.74 feet; thence South 01 degrees 08 minutes East 310.75 feet to a point on the south line of said Section One; thence along said South line North 88 degrees 58 minutes 33 seconds East 345.61 feet to the place of beginning, containing 13.129 acres.

Also, excepting certain bike paths in said Whitehall Commons, Sections One thru Four, inclusive, containing 3378.5 lineal feet where Grantors retain an easement in common with Owners in Whitehall Commons for their mutual use and enjoyment.

11

Cross Reference: 2006-135392

NOTICE OF RULES AND REGULATIONS--
THE WHITEHALL CORPORATION

The Board of Directors of The Whitehall Corporation ("Association") hereby gives notice of Rules and Regulations which it has adopted and are applicable to Whitehall.

WITNESSETH:

WHEREAS, the Whitehall residential community located in Marion County was established by a certain "Declaration of Covenants, Conditions and Restrictions" which was recorded on June 26, 1972, as Instrument No. 1972-36196 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Whitehall residential community was further established upon the filing of certain Plats with the Office of the Recorder of Marion County, Indiana, whereby two (2) types of homes were created in areas described as Whitehall Commons and Whitehall Addition; and

WHEREAS, Whitehall Commons consists of two hundred sixty-eight (268) attached single family dwellings situated within Whitehall Commons, Sections One through Four; and

WHEREAS, Whitehall Addition consists of thirty-three (33) detached houses; and

WHEREAS, Whitehall Commons and Whitehall Addition are collectively referred to herein as "Whitehall"; and

WHEREAS, the original Declaration was subsequently amended and replaced by the "Amended and Restated Declaration of Covenants, Conditions and Restrictions of Whitehall Commons and Whitehall Addition" which was recorded on September 8, 2006, as Instrument No. 2006-135392 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Board of Directors of The Whitehall Corporation is empowered to adopt rules and regulations; and

WHEREAS, the Board of Directors has adopted and amended such rules and regulations.

NOW, THEREFORE, the undersigned officers of the Board of Directors of The Whitehall Corporation give notice of the following:

1. That the Board of Directors of The Whitehall Corporation has amended its Rules and Regulations applicable to Whitehall, a true and accurate copy of which is attached hereto and is incorporated herein.


2. That said Rules and Regulations were adopted by the Board of Directors of The Whitehall Corporation in January, 2007, and are binding upon all owners and residents within Whitehall.

Dated this 13th day of March, 2007.

The Whitehall Corporation, by:


Sue K. Staton, President

Attest:


Michael McClimon, Secretary

CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Sue K. Staton and Michael McClimon, the President and Secretary, respectively, of The Whitehall Corporation, an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true.

Witness my hand and notarial seal this 13 day of March, 2007.

DOROTHY M. FLAGG
Notary Public, State of Indiana
County of Marion
My Commission Expires June 2, 2012

Dorothy M. Flagg
Notary Public - Signature

DOROTHY M. FLAGG
Printed

My Commission Expires:

Residence County: _____

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." P. Thomas Murray, Jr., Esq.

CHICAGO TITLE

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

WHITEHALL COMMONS **RULES & REGULATIONS**

MOTOR VEHICLES

- No boats or other watercraft, campers, recreational vehicles, off-road motorcycles or mini-bikes, trailers of any kind, buses, mobile homes, *commercial or business trucks or vans or any other vehicles of any description other than automobiles, vans and normal passenger trucks weighing less than (1) ton and street legal motorcycles may be parked or stored anywhere within Whitehall Commons.

**Commercial* vehicles are defined as vehicles on which commercial lettering or equipment is visible or which are larger than normally used for non-commercial purposes.

- Vehicles which fall into the above listed categories will not be prevented from parking or being stored in Whitehall Commons provided that they are completely enclosed within the resident's garage. Any such vehicle must be used solely for the purpose of entering and exiting Whitehall Commons using the shortest route possible via the public roads.
- Vehicles without proper license plates or with expired tags may not be parked in Whitehall Commons.
- Abandoned vehicles and/or vehicles for which ownership cannot be determined may not be parked in Whitehall Commons.
- Motor vehicles incapable of being moved under their own power may not be parked in Whitehall Commons.
- Motor vehicles may be parked only:
 - a. In the driveway assigned to the owner or tenant of the unit,
 - b. In any parking space designated for resident or visitor use,
 - c. Along Whitehall streets if necessary.
- Vehicles may not be parked in the clubhouse parking lot unless the owner of the vehicle is using the swimming pool or the clubhouse.
- Vehicles may not be parked or stored on the cul-de-sacs at the end of 47th Street or any of the courts.
- Vehicles may not be parked or driven on the grass or on the bicycle paths.
- Vehicles may not be parked in such a manner as to prevent the full use of any other parking space or to obstruct the movement of other vehicles through Whitehall Commons.

Motor Vehicles, cont.

- Residents may perform light maintenance on only their own vehicles. Unless work is done in an enclosed garage, it should be of such nature that it is completed in one day. No vehicles may be left on blocks or with parts missing or in any unfinished state.
- No vehicle maintenance or cleaning may be undertaken as a commercial enterprise within Whitehall Commons.
- No vehicle maintenance may be performed in such a manner as to annoy other residents or interfere in their quiet enjoyment of the neighborhood.

ARCHITECTURE AND ESTHETICS

- **Any external alteration, change, addition or replacement to any unit or land in Whitehall Commons (whether on the owner's property or on common property) must be requested in writing and have prior written approval from the Board of Directors. This rule applies, but is not limited to, garage doors, front entrance doors, storm doors, windows, exterior lights, security lights, fences, gates, patios, decks, fireplaces, shrubs, trees and plantings.**
- The owner of the dwelling must submit the request for alteration, change, addition or replacement to the Board of Directors **in writing**. The request must be specific and should include plans, drawings or pictures if appropriate. The Board of Directors will keep all letters, plans, drawings, etc. on file. **All requests must be submitted and approved before any work is done.** The Board will act on the request within thirty (30) days of receipt. In the event of an emergency (i.e. a broken garage door that must be replaced immediately), the owner should contact Association Management as (317) 844-4229 or any member of the Board of Directors for more immediate approval.
- All alterations, changes, additions or replacements must be in accordance with the Architecture and Esthetics Standards, which are on file and available for review in the Whitehall office.
- Owners are responsible for the repair and maintenance of all architectural additions. Example: If a fence has been added, it is the owner's responsibility to keep the fence in good repair and to paint the fence as necessary.
- Window fans, window air conditioners and external television antennae are not permitted.
- Clotheslines are not permitted nor may fences, trees or bushes be used as clotheslines.
- Only draperies, valances, shades, blinds or shutters that have been appropriately hung are to be used as window coverings. Sheets, newspapers, aluminum foil, boards or other similar items are not allowed. New residents may use sheets or similar items to cover windows and broken windows may be covered with a board for a period **not to exceed 45 days**. These regulations apply to garage windows as well.

Architecture and Esthetics, cont.

- Plastic or other insulating material may not be used as an outside covering on windows or doors.
- Moderate holiday decorations and lights may be put up without approval from the Board of Directors. Decorations may not be put up before Thanksgiving and must be taken down by January 15th. Decorations must be mounted in such a way as to not damage the buildings or grounds.

TRASH

- Disposal of trash must conform to the rules and regulations of the Indianapolis Department of Public Works.
- Trash may not be burned in Whitehall Commons.
- Trash containers must be kept inside the garage or patio fence out of sight.
- Trash is not to be put out before 7:00 p.m. or dusk, whichever comes first, on the evening before the day of collection.
- Trash and recycling containers must be removed from the curb no later than 7:00 p.m. on the day of collection.
- If the pick-up is missed, trash and containers must be removed from the curb no later than 7:00 p.m. on the day missed and must be held until the next collection day.
- If trash containers are used instead of trash bags, the container must be made of durable material.
- No dumping is allowed in the creek or park areas.

ANIMALS

- No domestic animal may be allowed to run at large.
- When walking pets, owners should use the bicycle paths and streets and must restrain the animal on a hand leash. Owners are responsible for cleaning up their pet's excrement throughout Whitehall.
- Pets are not to be tied to trees, shrubs, fences or buildings or staked outside in any way that encroaches on common property. Pets are not to be left outside unattended.
- Pets must not be allowed to cause damage to any property (including lawns) in Whitehall Commons. Damage caused by a pet is the pet owner's responsibility to repair.

Animals, cont.

- Pets must not be allowed to annoy or frighten other residents or interfere in any way with their quiet enjoyment of the neighborhood.
- No animals are allowed in the clubhouse, on the tennis court or inside the pool area.
- Homeowners and tenants who keep pets are expected to comply with all City of Indianapolis ordinances governing animals. A copy of these rules is available at the Whitehall office or may be obtained by contacting Animal Care & Control at 327-1397. The City determines penalties and remedies.

TENNIS COURTS

- Tennis courts are to be used for tennis only. No other use is allowed. No bicycles, tricycles, skateboards, roller skates or roller blades are allowed.
- Tennis courts are for the use of Whitehall Commons/Whitehall Addition residents only. Guests are welcome if accompanied by a Whitehall resident.
- Tennis shoes must be worn.
- Courts are available on a first-come, first-served basis. No reservations are available.
- Playing time: Singles – 1 hour, Doubles – 1 & ½ hours
- The gate must be kept closed.

CLUBHOUSE RENTALS

- Only Whitehall Commons/Whitehall Addition residents may rent the clubhouse unless special permission is granted by a majority vote of the Board of Directors.
- When picking up the key for the clubhouse, the resident must sign a rental agreement and pay the current rental fee. A separate check is required for a damage deposit. A thorough inspection will be conducted before and after the clubhouse has been used. If there's been no damage and the clubhouse has been cleaned satisfactorily after use, the full damage deposit will be returned.
- The Whitehall resident who rents the clubhouse must be in attendance during the rental period.
- The Whitehall resident who rents the clubhouse will be held responsible for damage to the clubhouse or to the common property around the clubhouse caused by them or their guests.
- **NO SMOKING** is allowed in the clubhouse. Cigarette butts must be picked up and removed from around the premises.

Clubhouse Rentals, cont.

- No animals are allowed in the clubhouse.
- No bicycles, tricycles, skateboards, roller skates or roller blades are allowed in the clubhouse.
- Residents who fail to follow the rules and regulations regarding use of the clubhouse may be denied the privilege of renting the clubhouse in the future.
- The Board of Directors will determine all monetary penalties with regard to damage.

PROPERTY AND OTHER MAINTENANCE

- Homeowners and/or tenants will be held responsible for repairing any damage caused by driving, backing or parking vehicles on the grass, their own lawns, their neighbors' lawns or the common property.
- Homeowners will be held responsible for repairing any damage to lawns, shrubs, trees or other property in Whitehall caused by the resident, their children, guests or pets.
- No toys, birdbaths, lawn furniture, firewood or other obstructions are to be left on the lawn. Neither the Whitehall Corp. nor the lawn care company is responsible for damage to items left on the lawn.
- "For Sale" signs, "For Rent" signs, political signs or any other type of sign may not be placed on lawns or common property but may be displayed in a window from inside the residence.
- Homeowners/tenants are responsible for the care, trimming and maintenance of shrubs and gardens that are within the homeowner's property limits. The Board of Directors will decide any disputes over what is considered appropriate trimming and maintenance.
- Homeowners/tenants are responsible for the maintenance and upkeep of any items that are not listed in the Maintenance Guidelines as being the responsibility of the Whitehall Corporation; i.e., it is the homeowner's responsibility to repair broken windows and garage doors. The Board of Directors will decide any disputes concerning responsibility and appropriate maintenance.
- Homeowners/tenants are responsible for keeping their property free of debris, trash and any undue clutter.
- Basketball goals, whether permanently mounted or removable, are not allowed.
- Skateboarding is not allowed.

SATELLITE DISHES (ANTENNAS)

- DSB antennas that are one meter or less in diameter may be installed without prior approval from the Board of Directors. Antennas designed to receive satellite signals that are larger than one meter are prohibited.
- Antennas must be installed solely on the individually owned property of the homeowner, situated on the homeowner's lot as designated on the Plat, which is on file with the County Recorder.
- Antennas must not encroach upon any of the Association's common areas or any other homeowner's property.
- Antennas shall be located in a place shielded from view from the street or from other lots to the maximum extent possible; provided, however, that nothing in this rule requires installation in a location from which an acceptable quality signal cannot be received. This section does not permit installation on any of the Association's common areas even if an acceptable quality signal may not be received from an individually owned lot.
- Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations and the manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required.
- Unless the above-cited laws and regulations require a greater separation, antennas shall not be placed with five feet (5') of buried power lines or any other underground utilities. For aboveground power or utility lines, the owner shall comply with the minimum distances that are published by the utility companies. Owners should telephone the "Call Before You Dig" telephone number at 1-800-382-5544 so that underground lines can be marked prior to installation. In no event shall antennas be placed where they may come into contact with electrical power lines.
- Antennas shall not obstruct access to or exit from any other home, walkway, ingress or egress from any common area, electrical service equipment or any other areas necessary for the safe operation of the building in which the owner's home is located.
- Installation must comply with all applicable codes, take aesthetic considerations into account and minimize the impact to the exterior and structure of the owner's home.
- To prevent electrical and fire damage, antennas shall be permanently grounded.
- Antennas are to be mounted in such a way as to withstand the pressure of snow, ice and wind.
- Exterior wiring must be painted to match the color of the structure to which it is installed.

Satellite Dishes, cont.

- If antennas are installed on property for which the Association has maintenance responsibility, the owners retain full responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such cost.
- If maintenance requires the temporary removal of antennas, the Association shall provide owners with ten (10) days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, the Association may do so at the owner's expense. The Association is not liable for any damage to antennas caused by the removal.
- Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement and the correction of any safety hazard.
- If antennas become detached, owners shall remove or repair such detachment within 2 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
- Owners shall be responsible for antenna repainting or replacement if the exterior surface of the antenna deteriorates.
- If an antenna (or any component thereof) was installed upon any property for which the Association is normally responsible for maintenance and repair, removal of such an antenna requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.
- If these rules are violated, the Association, after notice to the owner and an opportunity for the owner to be heard, may bring an action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines the Association's rule is enforceable, the owner must conform to the ruling of the court or the FCC. To the extent permitted by law and the Declarations, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.
- If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.
- These rules shall apply in all respects to tenants.
- These restrictions apply only to the lots within Whitehall Commons and the common areas owned by the Whitehall Corporation. These restrictions are not applicable to the homes and lots within Whitehall Addition.
- This list of rules regarding satellite (antenna) installation is not meant to be all-inclusive. Due to the continually changing FCC rules on satellites (antennas), these rules may be amended at any time without prior notification.

ENFORCEMENT OF RULES

- All violators will be sent a written notice of their violation and given ten (10) days to correct the violation.
- If the violation has not been corrected after ten (10) days, the Board of Directors will take whatever action is necessary to see that the violation is corrected.
- Violators will be responsible for the costs of correcting the violation.
- The Board of Directors may take immediate action in the event of a repeat of the previously notified violation.



CHICAGO TITLE

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February 22, 2011 12:22 PM
Julie L. Voorhies,
Marion County Recorder



Pages: 12

Fee: \$48.50
By: GAW

1260

Cross Reference: 2006-135392 & 2007-46521

NOTICE OF RULES AND REGULATIONS--
THE WHITEHALL CORPORATION

The Board of Directors of The Whitehall Corporation hereby gives notice of Rules and Regulations which it has adopted and are applicable to Whitehall.

WITNESSETH:

WHEREAS, the Whitehall residential community located in Marion County was established by a certain "Declaration of Covenants, Conditions and Restrictions" which was recorded on June 26, 1972, as Instrument No. 1972-36196 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Whitehall residential community was further established upon the filing of certain Plats with the Office of the Recorder of Marion County, Indiana, whereby two (2) types of homes were created in areas described as Whitehall Commons and Whitehall Addition; and

WHEREAS, Whitehall Commons consists of two hundred sixty-eight (268) attached single family dwellings situated within Whitehall Commons, Sections One through Four; and

WHEREAS, Whitehall Addition consists of thirty-three (33) detached houses; and

WHEREAS, Whitehall Commons and Whitehall Addition are collectively referred to herein as "Whitehall"; and

WHEREAS, the original Declaration was subsequently amended and replaced by the "Amended and Restated Declaration of Covenants, Conditions and Restrictions of Whitehall Commons and Whitehall Addition" which was recorded on September 8, 2006, as Instrument No. 2006-135392 in the Office of the Recorder of Marion County, Indiana; and

CHICAGO TITLE

WHEREAS, the Board of Directors of The Whitehall Corporation is empowered to adopt rules and regulations; and

WHEREAS, on March 28, 2007, an instrument entitled "Notice of Rules and Regulations-The Whitehall Corporation" was filed as Instrument No. 2007-46521 in the Office of the Recorder of Marion County, Indiana, to which were attached the Rules and Regulations that the Board of Directors of The Whitehall Corporation had adopted in January of 2007 (hereafter, the "2007 Rules"); and

WHEREAS, the Board of Directors subsequently has amended such 2007 Rules.

NOW, THEREFORE, the undersigned officers of the Board of Directors of The Whitehall Corporation give notice of the following:


1. That the Board of Directors of The Whitehall Corporation has amended its Rules and Regulations applicable to Whitehall, a true and accurate copy of which is attached hereto and is incorporated herein.
2. That said Rules and Regulations were adopted by the Board of Directors of The Whitehall Corporation in September 2010, and are binding upon all owners and residents within Whitehall.
3. That the 2007 Rules are hereby nullified and replaced by the Rules and Regulations attached hereto.

Dated this 14 day of FEBRUARY, 2011.

The Whitehall Corporation, by:


Mike J. Arledge, Jr., President

Attest:


Lisa L. White, Secretary

CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared Mike J. Arledge, Jr. and Lisa L. White, the President and Secretary, respectively, of The Whitehall Corporation, an Indiana nonprofit corporation, who acknowledged execution of the within and foregoing for and on behalf of said corporation and its members and who, being duly sworn, stated that the certifications and representations made therein are true.

Witness my hand and notarial seal this 14 day of February, 2010.

Duke Scuglik
Notary Public - Signature

Vicki Scuglik
Printed

My Commission Expires:
3/1/15

Residence County: Hamilton

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. (317) 536-2565.

*

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CHICAGO TITLE

WHITEHALL COMMONS RULES & REGULATIONS

MOTOR VEHICLES

- No boats or other watercraft, campers, recreational vehicles, off-road motorcycles or mini-bikes, trailers of any kind, buses, mobile homes, commercial or business vehicles (see definition below), or any other vehicles of any description other than automobiles, vans, and normal passenger trucks with a gross vehicle weight rating of 11,000 pounds or less and street-legal motorcycles shall be parked or stored anywhere in Whitehall Commons.
 - Commercial Vehicles are defined as vehicles on which commercial lettering or equipment is visible or which are larger than normally used for non-commercial purposes.
 - Police and Fire Department take-home vehicles are not considered to be commercial vehicles and are permitted to be parked within Whitehall Commons.
- Vehicles which fall into the prohibited categories listed above will not be prevented from parking or being stored in Whitehall provided they are completely enclosed within the resident's garage. Any such vehicle must be used solely for the purpose of gaining entrance to and exit from Whitehall Commons using the shortest route possible to and from the garage, and to the nearest public road.
- The length and/or width of each vehicle parked in Whitehall Commons shall not be so large as to impair ingress and/or egress of neighbors and guests or to prevent the full use of any other parking space.
- The following vehicles shall not be parked within Whitehall Commons. Vehicles in violation will be towed at their owners' expense.
 - Vehicles with improper or expired license plates.
 - Any vehicle that is abandoned or ownership is unable to be determined.
 - Motor vehicles incapable of being moved under their own power.
- Long-term parking of licensed and operational antique or collectable vehicles is permitted within common area parking only with the written agreement of the adjoining neighbors who share the common area parking.
- No vehicles, whether parked or in motion, shall be so loud as to be considered a nuisance by other residents. Please remember that the houses are close to one another, and the noise of one vehicle may reach several houses. Residents are expected to be respectful of one another.

PARKING

- Whitehall Commons has been designed with a set number of parking spaces. It is expected that all residents be courteous to their neighbors and respectful of their rights.
- Motor vehicles shall be parked only:
 - In the driveway assigned to the unit of the resident.
 - In any parking space designated for resident or visitor use.
 - Along Whitehall streets if necessary. In order to ensure the safety of all residents and to facilitate a steady flow of traffic, the parking of motor vehicles along Whitehall streets is discouraged.
- Vehicles may not be parked in the clubhouse parking lot unless the owner of the vehicle is utilizing the swimming pool, clubhouse, or tennis courts.
- Vehicles shall not be parked or stored on the cul-de-sac at the end of 47th Street nor around the circle at the end of any Whitehall Street.
- Vehicles parked on the street shall not impede or block the flow of traffic along the right-of-way. Whenever possible, vehicles shall only be parked along one side of the street at any time.
- Vehicles shall not be parked in such a manner as to prevent the full use of any other parking space within Whitehall Commons.
- Vehicles shall not be parked in such a manner as to impede or block the other vehicles from entering or exiting the adjoining parking spaces within Whitehall Commons.
- Vehicles may not be parked along the sides of the common driveways leading to the garages. This impedes the entrance of emergency vehicles.
 - Common driveways shall be defined as those that serve more than two garages.
- Whitehall Commons Residents are permitted to perform light maintenance on only their own vehicles. Unless work is done in an enclosed garage, it should be of such nature that it is completed in one day. No vehicles outside the garage shall be left on blocks, jack stands, or a jack, or with parts missing, or in any unfinished state.
- No vehicle maintenance or cleaning shall be undertaken as a commercial enterprise within Whitehall Commons.
- No vehicle maintenance shall be performed in such a manner as to annoy residents or interfere in their quiet enjoyment of the neighborhood.

- Motorized vehicles of any kind shall not be parked or driven on the grass or bicycle paths.
- Care shall be taken to avoid unnecessary damages to driving surfaces in Whitehall Commons. The owner of the residence will be held responsible for damages to the driveway, common area parking, or grass due to negligence of the owner, tenants, or guests. Such negligence includes (but is not limited to), surface damage caused by chemical spills, leaks, and spinning tires, as well as damages caused by driving on the lawn, sidewalks, or bicycle paths.

ARCHITECTURE AND ESTHETICS

- **Any external alteration, change, addition or replacement to any unit or land in Whitehall Commons (whether on the owner's property or on common property) must be requested in writing and have prior written approval from the Board of Directors. This rule applies, but is not limited to, garage doors, front entrance doors, storm doors, windows, exterior lights, security lights, fences, gates, patios, decks, fireplaces, shrubs, trees and plantings.**
- The owner of the dwelling must submit the request for alteration, change, addition or replacement to the Board of Directors **in writing**. The request must be specific and should include plans, drawings or pictures if appropriate. The Board of Directors will keep all letters, plans, drawings, etc. on file. **All requests must be submitted and approved before any work is done.** The Board will act on the request within thirty (30) days of receipt. In the event of an emergency (i.e. a broken garage door that must be replaced immediately), the owner should contact Association Management as (317) 844-4229 or any member of the Board of Directors for more immediate approval.
- All alterations, changes, additions or replacements must be in accordance with the Architecture and Esthetics Standards, which are on file and available for review in the Whitehall office.
- Owners are responsible for the repair and maintenance of all architectural additions. Example: If a fence has been added, it is the owner's responsibility to keep the fence in good repair and to paint the fence as necessary.
- Window fans, window air conditioners and external television antennae are not permitted.
- Clotheslines are not permitted nor may fences, trees or bushes be used as clotheslines.
- Only draperies, valences, shades, blinds or shutters that have been appropriately hung are to be used as window coverings. Sheets, newspapers, aluminum foil, boards, or other similar items placed in windows are not allowed. Unsightly window treatment such as torn curtains/draperies, broken blinds, and yellowed and/or curled window shades are not allowed and must be replaced. Residents who have just moved in may use sheets or similar items to cover windows for a period not to exceed 45 days, and windows that have been broken may be covered with a board for a period not to exceed 45 days.
 - These regulations apply to garage windows as well as the windows in the living quarters.

- Plastic or other insulating material may not be used as an outside covering on windows or doors.
- Moderate holiday decorations and lights may be put up without approval from the Board of Directors. Decorations may not be put up before Thanksgiving and must be taken down by January 15th. Decorations must be mounted in such a way as to not damage the buildings or grounds.

TRASH

- Disposal of trash must conform to the rules and regulations of the Indianapolis Department of Public Works.
- Trash may not be burned in Whitehall Commons.
- Trash containers must be kept inside the garage or patio fence out of sight.
- Trash is not to be put out before 7:00 p.m. or dusk, whichever comes first, on the evening before the day of collection.
- Trash and recycling containers must be removed from the curb no later than 7:00 p.m. on the day of collection.
- If the pick-up is missed, trash and containers must be removed from the curb no later than 7:00 p.m. on the day missed and must be held until the next collection day.
- If trash containers are used instead of trash bags, the container must be made of durable material.
- No dumping is allowed in the creek or park areas.

ANIMALS

- No domestic animal may be allowed to run at large.
- When walking pets, owners should use the bicycle paths and streets and must restrain the animal on a hand leash. Owners are responsible for cleaning up their pet's excrement throughout Whitehall.
- Pets are not to be tied to trees, shrubs, fences or buildings or staked outside in any way that encroaches on common property. Pets are not to be left outside unattended.
- Pets must not be allowed to cause damage to any property (including lawns) in Whitehall Commons. Damage caused by a pet is the pet owner's responsibility to repair.

- Pets must not be allowed to annoy or frighten other residents or interfere in any way with their quiet enjoyment of the neighborhood.
- No animals are allowed in the clubhouse, on the tennis court or inside the pool area.
- Homeowners and tenants who keep pets are expected to comply with all City of Indianapolis ordinances governing animals. A copy of these rules is available at the Whitehall office or may be obtained by contacting Animal Care & Control at 327-1397. The City determines penalties and remedies.

TENNIS COURTS

- Tennis courts are to be used for tennis only. No other use is allowed. No bicycles, tricycles, skateboards, roller skates or roller blades are allowed.
- Tennis courts are for the use of Whitehall Commons/Whitehall Addition residents only. Guests are welcome if accompanied by a Whitehall resident.
- Tennis shoes must be worn.
- Courts are available on a first-come, first-served basis. No reservations are available.
- Playing time: Singles – 1 hour, Doubles – 1 ½ hours
- The gate must be kept closed.

CLUBHOUSE RENTALS

- Only Whitehall Commons/Whitehall Addition residents may rent the clubhouse unless special permission is granted by a majority vote of the Board of Directors.
- When picking up the key for the clubhouse, the resident must sign a rental agreement and pay the current rental fee. A separate check is required for a damage deposit. A thorough inspection will be conducted before and after the clubhouse has been used. If there is no damage and the clubhouse has been satisfactorily cleaned after use, the full damage deposit will be returned.
- The Whitehall resident who rents the clubhouse must be in attendance during the rental period.
- The Whitehall resident who rents the clubhouse will be held responsible for damage to the clubhouse or to the common property around the clubhouse caused by them or their guests.
- **NO SMOKING** is allowed in the clubhouse. Cigarette butts must be picked up and removed from around the premises.
- No animals are allowed in the clubhouse.

- No bicycles, tricycles, skateboards, roller skates or roller blades are allowed in the clubhouse.
- Residents who fail to follow the rules and regulations regarding use of the clubhouse may be denied the privilege of renting the clubhouse in the future.
- The Board of Directors will determine all monetary penalties with regard to damage.

PROPERTY AND OTHER MAINTENANCE

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