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Indianapolis Metro Offices
Telephone (317) 684-3800



COVENANTS AND RESTRICTIONS

Woodland Springs

(Hamilton County, IN)

The materials made available here are for general information only and should NOT be relied upon for making any major or final decisions with respect to any of the properties referenced.

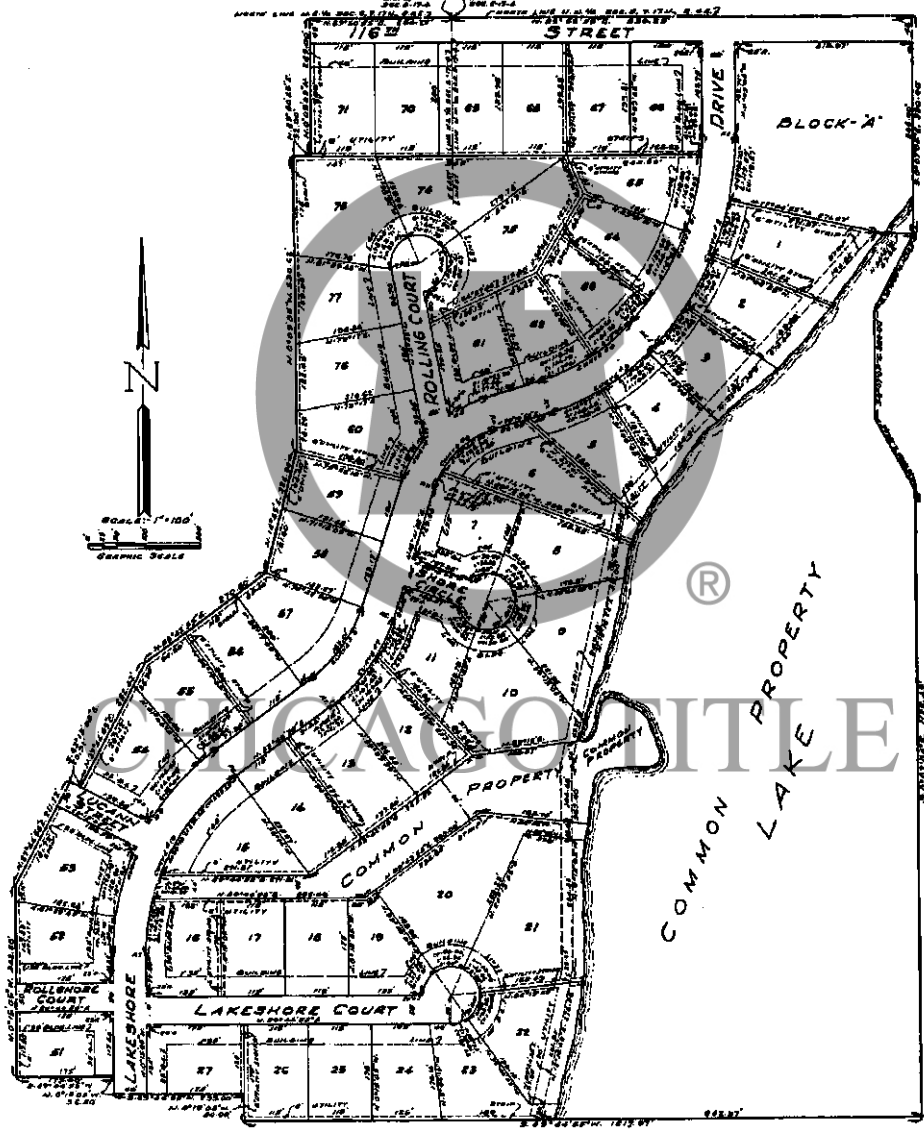
The most current and up-to-date copies of Covenants, Restrictions or other Data relative to any property should be obtained from the current governing body of the Subdivision (generally the Home Owner's Association) if applicable. Chicago Title makes NO representations or warranties with respect to any of the materials contained herein.

DOS=10-27-09

#247

WOODLAND SPRINGS

FIRST SECTION



®
 COMMON PROPERTY
 LAKE PROPERTY

6594

RECEIVED FOR RECORD
AT 11:00 O'CLOCK A.M.

APR 21 1967

BOOK 3 PAGE 20

Charlotte E. Hall
RECORDER HAMILTON COUNTY, INDIANA

WOODLAND SPRINGS

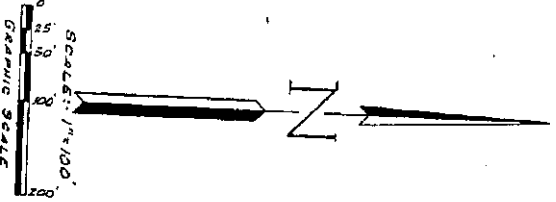
FIRST SECTION

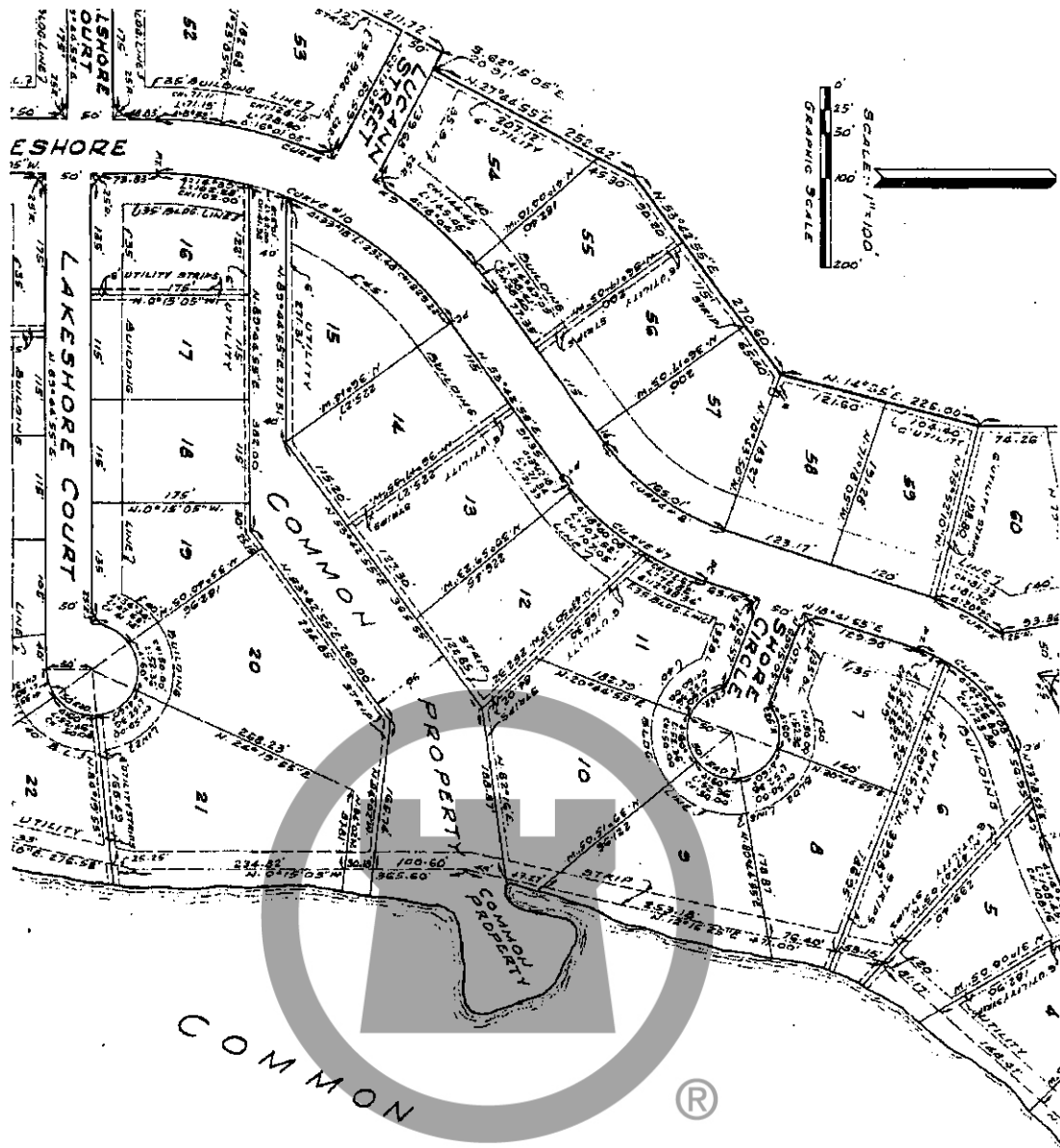
STREET

CURVE DATA

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1+100.00	172.77	384.80
1+200.00	172.77	384.80
1+300.00	172.77	384.80
1+400.00	172.77	384.80
1+500.00	172.77	384.80
1+600.00	172.77	384.80
1+700.00	172.77	384.80
1+800.00	172.77	384.80
1+900.00	172.77	384.80
2+000.00	172.77	384.80
2+100.00	172.77	384.80
2+200.00	172.77	384.80
2+300.00	172.77	384.80
2+400.00	172.77	384.80
2+500.00	172.77	384.80
2+600.00	172.77	384.80
2+700.00	172.77	384.80
2+800.00	172.77	384.80
2+900.00	172.77	384.80
3+000.00	172.77	384.80
3+100.00	172.77	384.80
3+200.00	172.77	384.80
3+300.00	172.77	384.80
3+400.00	172.77	384.80
3+500.00	172.77	384.80
3+600.00	172.77	384.80
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3+900.00	172.77	384.80
4+000.00	172.77	384.80

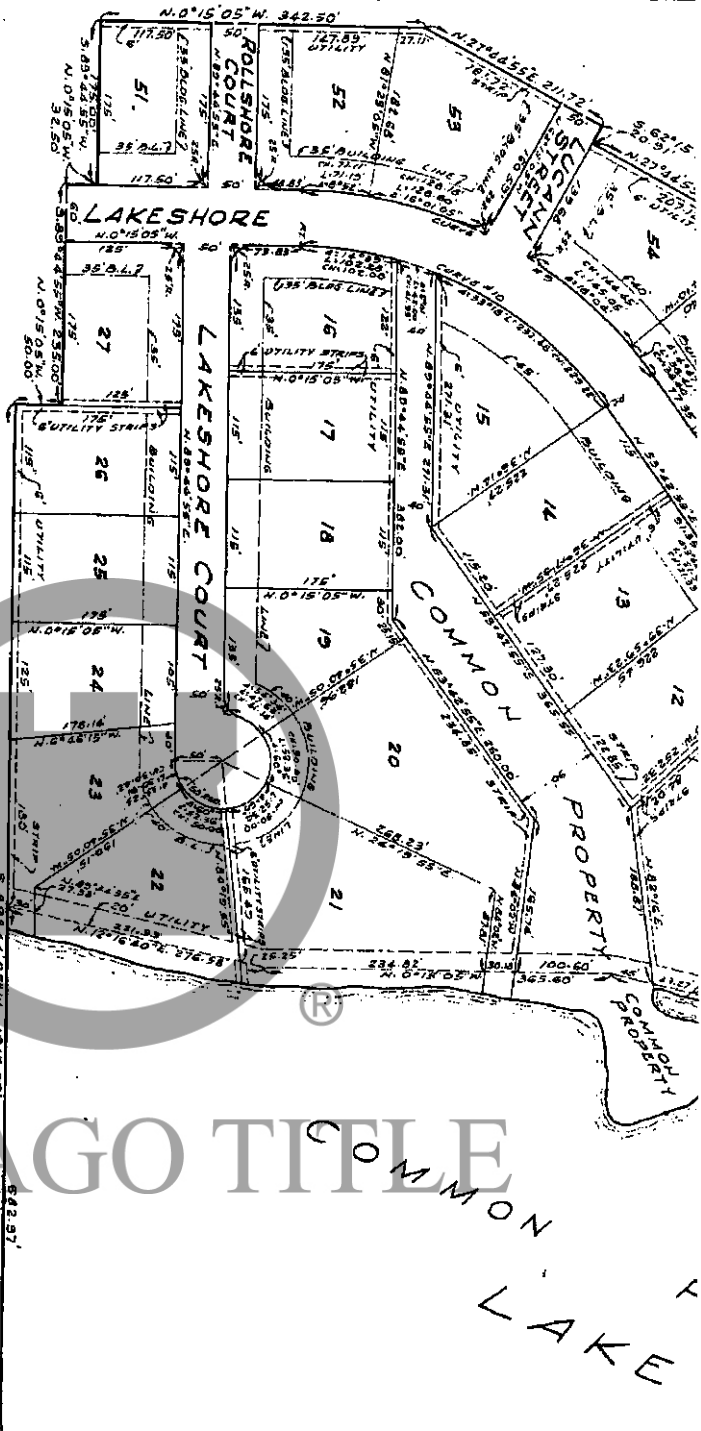
INDICATES GAS UTILITY
NOMOR EASEMENTS





COMMON
LAKE PROPERTY
CHICAGO TITLE

S. 0° 07' 05" E. 1125.43'



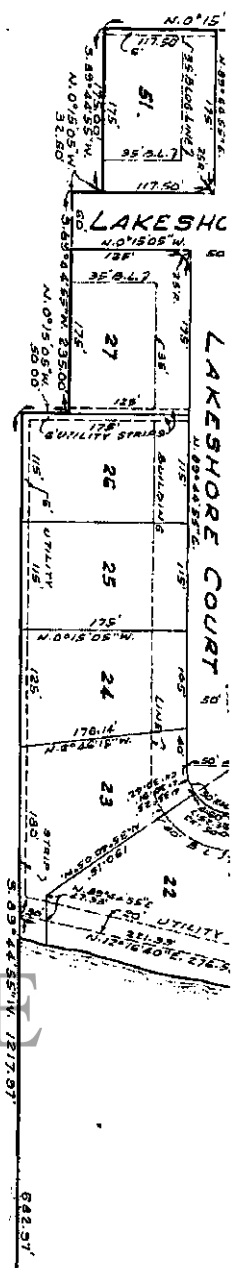
THE DRAIN PLAT REPRESENTS A SUBDIVISION OF PART OF THE NORTHEAST QUARTER SECTION 5, AND PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5; RUNNING THENCE NORTH 89°52'55" EAST AND ALONG THE NORTH LINE OF SAID SECTION 5, 357.25 FEET; THENCE SOUTH 0°07'05" EAST 190 FEET; THENCE SOUTH 89°10'26" WEST 147.65 FEET; THENCE SOUTH 0°07'05" EAST 200 FEET; THENCE SOUTH 89°10'26" WEST 29°28'05" EAST 147.66 FEET; THENCE SOUTH 0°07'05" EAST 1126.45 FEET; THENCE SOUTH 89°44'35" WEST 1817.37 FEET; THENCE NORTH 0°13'05" EAST 52 FEET; THENCE SOUTH 89°44'35" WEST 179 FEET; THENCE NORTH 0°13'05" EAST 32.10 FEET; THENCE SOUTH 89°44'35" WEST 235 FEET; THENCE NORTH 0°13'05" EAST 32.10 FEET; THENCE NORTH 53°48'05" EAST 270.60 FEET; THENCE NORTH 49°40'55" EAST 32 FEET; THENCE NORTH 0°09'35" WEST 245 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE NORTH 89°50'35" EAST AND ALONG SAID NORTH LINE 504.75 FEET TO THE POINT OF BEGINNING, CONTAINING 35 LOTS:

THE SEPARATE LOTS CONSISTS OF 35 LOTS, NUMBERED FROM 1 TO 35, AS SET FORTH HEREIN, BEGINNING WITH THE NORTHWEST CORNER OF SAID SECTION 5, AND ENDING AT THE POINT OF BEGINNING OF SAID SECTION 6, AND CERTAIN AREAS RESERVED FOR COMMON PROPERTY AS SHOWN ON THE PLAT.

WITNESSED BY SIGNATURE AND SEAL OF SAID COUNTY, INDIANA, THIS 15TH DAY OF APRIL, 1967.

CHICAGO TITLE COMMON PROPERTY LAKE



THE WITHIN PLAT REPRESENTS A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5, AND PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 5; CORNING THENCE NORTH 89°52'55" EAST AND ALONG THE NORTH LINE OF SAID SECTION 5; 242.25 FEET; THENCE SOUTH 0°07'08" EAST 390 FEET; THENCE SOUTH 79°10'08" WEST 147.65 FEET; THENCE SOUTH 0°07'08" EAST 200 FEET; THENCE SOUTH 89°44'55" WEST 1217.97 FEET; THENCE NORTH 0°15'05" WEST 1129.43 FEET; THENCE SOUTH 89°44'55" WEST 235 FEET; THENCE NORTH 0°15'05" WEST 33.50 FEET; THENCE SOUTH 89°44'55" WEST 156 FEET; THENCE NORTH 0°15'05" WEST 342.50 FEET; THENCE NORTH 27°44'35" EAST 211.72 FEET; THENCE SOUTH 82°15'05" EAST 80.31 FEET; THENCE NORTH 27°44'35" EAST 252.42 FEET; THENCE NORTH 53°42'15" EAST 270.50 FEET; THENCE NORTH 14°55' EAST 226 FEET; THENCE NORTH 0°39'03" WEST 350.62 FEET; THENCE NORTH 89°40'35" EAST 32 FEET; THENCE NORTH 0°09'06" WEST 285 FEET TO THE NORTH LINE AND ALONG SAID NORTH LINE 254.75 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 58.75 ACRES MORE OR LESS. SUBJECT TO ALL LEGAL HIGHWAYS AND RIGHTS OF WAY.

THIS SUBDIVISION CONSISTS OF 65 LOTS, IN THE NORTH HIGHLIGHTED PORTION OF THE PLAT, IN RANGE 4 EAST, TOWNSHIP 17 NORTH, HAMILTON COUNTY, INDIANA, AND CERTAIN AREAS SHOWN AS "NON-HIGHLIGHTED".

WITNESS MY HAND AND SEAL OF OFFICE THIS 11th DAY OF FEBRUARY, 1967.

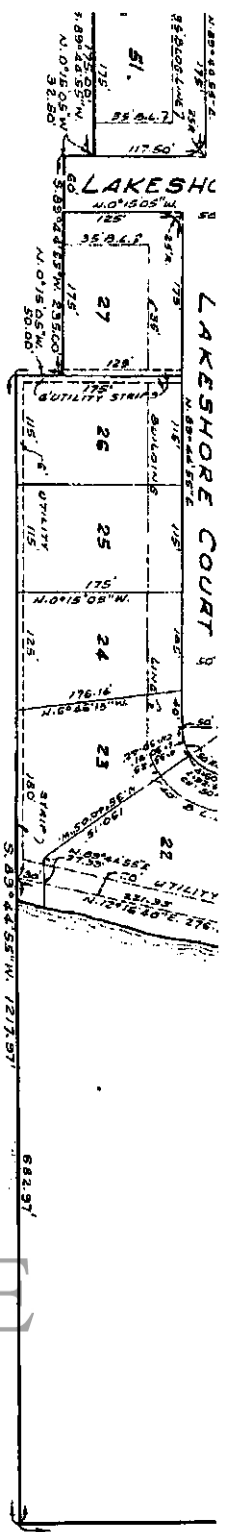
REGISTERED SURVEYOR No. 3705
STATE OF INDIANA

CHICAGO TITLE

CHICAGO TITLE

THE AREA AUTHORITY PROVIDED BY CHAPTER 174, THE GENERAL PROVISIONS OF THE STATE OF INDIANA, APPLICABLE TO THE STATE OF INDIANA, IS HEREBY ACKNOWLEDGED AND THE DISTRICT COURT OF HAMMOND, INDIANA, IS HEREBY REQUESTED TO CONFIRM THIS PLAT.

1967



THE PLAT MAP REPRESENTS A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, AND PART OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 17 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5: BEARING THENCE NORTH 89°52'55" EAST AND ALONG THE NORTH LINE OF SAID SECTION 5: 117.50 FEET: THENCE SOUTH 0°07'05" EAST: 200 FEET: THENCE SOUTH 0°07'05" EAST: 147.60 FEET: THENCE SOUTH 0°07'05" EAST: 118.45 FEET: THENCE SOUTH 89°44'35" WEST: 127.37 FEET: THENCE NORTH 0°13'05" WEST: 55.50 FEET: THENCE SOUTH 89°44'05" WEST: 195 FEET: THENCE NORTH 0°15'05" WEST: 35.50 FEET: THENCE SOUTH 89°44'55" WEST: 144.55 FEET: THENCE NORTH 0°15'05" WEST: 342.50 FEET: THENCE NORTH 27°44'55" EAST: 211.72 FEET: THENCE SOUTH 82°15'05" EAST: 80.91 FEET: THENCE NORTH 27°44'55" EAST: 252.42 FEET: THENCE NORTH 83°32'55" EAST: 270.60 FEET: THENCE NORTH 14°55' 45" EAST: 226 FEET: THENCE NORTH 0°09'05" EAST: 550.62 FEET: THENCE NORTH 49°30'05" EAST: 32 FEET: THENCE NORTH 0°09'05" WEST: 245 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6: THENCE NORTH 89°50'55" EAST AND ALONG SAID NORTH LINE 204.75 FEET TO THE POINT OF BEGINNING, CONTAINING IN ALL 58.75 ACRES MORE OR LESS. SUBJECT TO ALL LEGAL RIGHTS AND EASES OF WAY.

THIS SUBDIVISION CONSISTS OF 53 LOTS, NUMBERED FROM 1 THROUGH 53, BOTH INCLUSIVE, FROM GI THROUGH 71, BOTH INCLUSIVE, AND FROM 74 THROUGH 76, BOTH INCLUSIVE, WITH SPACES AS SHOWN HEREON. RESERVATIONS AND CERTAIN AREAS RESERVED FOR COMMON PROPERTY, AS SHOWN HEREON.

WITNESS MY SIGNATURE AND SEAL OF OFFICE, THIS 12TH DAY OF APRIL, 1967.

NOTARIAL PUBLIC FOR INDIANA

STATE OF INDIANA

DECEMBER 1967

WHEN AUTHORITY PROVIDED BY CHAPTER 174-A OF THE 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, THE 115TH LEGISLATURE, FIRST REGULAR SESSION, AND BY CHAIRMAN JAMES EARL RAY, CHAIRMAN OF THE BOARD OF CHIEFS OF JUSTICE, INDIANA, THIS PLAT WAS GIVEN TO ALL BE OF THE TOWN OF 'LAKE SHORE' AT A MEETING HELD AT THE OFFICE OF THE TOWN CLERK, 'LAKE SHORE', INDIANA, ON APRIL 12, 1967.

CHICAGO TITLE

THIS PLAT WAS FILED FOR RECORD BY CHICAGO TITLE COMPANY

WOODLAND SPRINGS

FIRST SECTION

THE UNDERSIGNED, KEystone Square Company, by RALPH WILFONG, PARTNER, OWNER OF THE SAID DEVELOPMENT AS THE PLAT OF WOODLAND SPRINGS, 1st SEC. DOES HEREBY LAY OFF, PLAT AND SUBDIVIDE THE SAME IN ACCORDANCE WITH THE FOREGOING PLAT OF WOODLAND SPRINGS, FIRST SECTION. THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS WOODLAND SPRINGS, FIRST SECTION.

THE STREETS, IF ANY HERETOFORE DEDICATED, ARE HEREBY DEDICATED TO PUBLIC USE.

THERE ARE STREETS OR PORTIONS OF STREETS AS SHOWN ON THIS PLAT WHICH ARE HEREBY RESERVED FOR USE OF PUBLIC UTILITIES, FOR INSTALLATION AND MAINTENANCE OF POLES, WIRES, WATER, SEWER, DRAINAGE AND SEWAGE, SUBJECT TO ALL TERMS TO THE EXTENT OF THE PROPER PUBLIC OFFICERS AND TO THE EXTENT HEREIN RESERVED. NO PERSONS OR OTHER STRUCTURES SHALL BE ERRECTED OR MAINTAINED ON SAID STREETS, BUT SUCH OWNERS SHALL TAKE THEIR STREETS SUBJECT TO THE RIGHTS OF SUCH PUBLIC UTILITIES AND TO THE RIGHTS OF OWNERS OF OTHER LOTS IN THIS SUBDIVISION, FOR TRAVEL AND ACCESS, IN, ALONG, ACROSS, AND THROUGH THE SEVERAL STRIPS OR ALLEYS. EASEMENTS MAY BE GRANTED ON SAID STREETS.

ALL LOTS IN THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS RESIDENTIAL LOTS. NO STRUCTURE SHALL BE ERRECTED, ALTERED, PLACED OR PERMITTED TO REMAIN ON ANY LOT EXCEPT OTHER THAN ONE SINGLE FAMILY DWELLING.

NO HOTEL, BOARDING HOUSE, OR MERCHANDISE BUILDING, FACTORY, REFRIGERATOR, OR BUILDING OF ANY KIND FOR COMMERCIAL USE SHALL BE ERRECTED OR MAINTAINED ON ANY LOT IN THIS SUBDIVISION.

NO TRAILER, SHED, OR OTHER BUILDING OF A PERMANENT NATURE SHALL BE ERRECTED OR PERMITTED ON ANY LOT EXCEPT DURING THE PERIOD OF CONSTRUCTION OF A HOUSE OR STRUCTURE AND FOR USE BY THE BUILDER FOR HIS MATERIALS AND TOOLS.

ALL LINES AS SHOWN ON THE PLAT IN FRONT BACK UPON THE STREET PROPERTY LINE OR WHERE ESTABLISHED, BETWEEN STREET LINE AND THE STREET PROPERTY LINE THERE SHALL BE ERRECTED OR MAINTAINED AS BUILDING FOOTPRINTS OF ANY KIND OR PART THEREOF.

NO STRUCTURE SHALL BE ERRECTED OR MAINTAINED ON ANY LOT OR LOTS IN THIS SUBDIVISION HAVING A GROUNDED FLOOR AREA EXCLUSIVE OF OPEN PORCHES AND TERRACES OF LESS THAN 1100 SQUARE FEET IN THE CASE OF A ONE STORY BUILDING, OR 800 SQUARE FEET IN THE CASE OF A SECOND STORY BUILDING.

NO STRUCTURE SHALL BE ERRECTED, PLACED OR ALTERED ON ANY RESIDENTIAL LOT IN THIS SUBDIVISION UNTIL THE BUILDING PLANS SPECIFICATION AND PLAT PLAN SHOWING THE LOCATION OF SUCH BUILDING HAVE BEEN APPROVED, AS TO THE CORRECTNESS AND HARMONY OF GENERAL DESIGN WITH EXISTING STRUCTURES HEREIN AND AS TO THE BUILDING WITH RESPECT TO THE TOPOGRAPHY AND FINISHED GRADE SURFACE BY ALL MEMBERS OF THE BUILDING AND DEVELOPMENT COMMISSION OF KEystone Square.

COMMON PROPERTIES, AS SHOWN ON THE PLAT, ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS IN THIS SECTION AND ANY SUBSEQUENT SECTION ON SUBDIVISIONS CARRYING THE SAME NAME, THESE RESERVATIONS INCLUDING THE RIGHT TO LAY OFF AND MAINTAIN DRIVEWAYS, SIDE USES AND ENCLOSURES AS MAY BE REQUIRED BY WOODLAND SPRINGS, INC. IN ITS SUCCESSOR OR ASSIGNS. ALL LOTS RESERVED UPON THE PLAT WHICH ARE A RESIDENTIAL LOT OR OTHERWISE SPECIFICALLY DESIGNATED, IN HEREBY DECLARED AND DESIGNATED AS COMMON PROPERTY, AND SHALL NOT BE DEDICATED TO PUBLIC USE, EXCEPT BY EXPRESS ACTION OF WOODLAND SPRINGS, INC., PURSUANT TO THE ARTICLES OF INCORPORATION.

MAINTENANCE OF COMMON PROPERTIES, MAINTENANCE, PARKING AREAS AND RECREATION AREAS, INCLUDING BUT NOT IN LIMITED THEREOF, THE PAYMENT OF TAXES AND THEREAFTER THEREON, AND THE DESIGN, REPLACEMENT AND ADDITION THEREOF, AND FOR THE COST OF LABOR, EXPENSES, MATERIALS, CONTRACTS AND SUBMITTALS THEREON, SHALL BE BORNE BY WOODLAND SPRINGS, INC., ITS SUCCESSORS OR ASSIGNS, AN INDIANA NOT-FOR-PROFIT CORPORATION, WHO SHALL OWN IN THE SINGLE TITLE AND ARMS DESIGNATED AS "COMMON PROPERTY" AND WHOSE DUTIES SHALL BE COMPLETED BY THE OWNERS OF LOTS OR TRACTS IN THIS SECTION, AND THE COST OF SAID MAINTENANCE, REPAIRS AND REPLACEMENTS SHALL BE PAID BY AGREEMENTS ENTERED BY SAID NOT-FOR-PROFIT CORPORATION, AS WOULD PARTICIPATELTY SET FORTH IN AN INSTRUMENT ENTITLED "DECLARATION OF COVENANTS AND RESTRICTIONS" AS ACCORDED BY INSTRUMENT DATED MAY OF 1967, OFFICE OF THE RECORDS HANCOCK COUNTY, INDIANA, AND THE PURCHASER OF EVERY LOT IN THIS SECTION SHALL BE SUBJECT TO PUBLIC USE, SUBJECT TO THE RIGHTS AND DUTIES DEFINED IN SAID INSTRUMENT.

PARKING. PRIVATE DRIVEN AND MAINTAINED DRIVEWAYS, AS SHOWN BY THE PLAT OR IN THE CASE OF ALLEYS AS PROVIDED IN COMMON PROPERTIES, ARE RESERVED FOR THE COMMON USE AND ENJOYMENT OF THE OWNERS OF LOTS OR TRACTS IN THIS SECTION, THESE PARTING AND THEREON. SAID PARKING AREAS SHALL NOT BE USED FOR PARKING OF MOTOR OR OTHER COMMERCIAL VEHICLES, EXCEPT WHEN NECESSARY OR TEMPORARILY, FOR THE PURPOSE OF PICK-UP AND DELIVERY TO RESIDENCING LOTS AND SHALL NOT BE USED FOR STORAGE OF STABLE VEHICLES, NO RECREATION, BICYCLES, TOYS, OR OTHER ITEMS OF PROPERTY SHALL BE ALLOWED TO REMAIN ON OR THROUGH IN SAID PARKING, PRIVATE DRIVEN AND MAINTAINED DRIVEWAYS, OR WITHIN ANY COMMON PROPERTY AREA, NOR SHALL HAVE BE STORED IN THE OPEN ALONGSIDE BUILDING WALLS OR OTHER LOCATIONS OF PUBLIC VALUE.

KEystone Square Company, in recording their plan, HAS DESIGNATED CERTAIN AREAS OF SAID COMMON PROPERTIES, RESERVED FOR USE BY THE HOMEOWNERS OF WOODLAND SPRINGS SUBDIVISION, FOR RECREATION AND OTHER RELATED ACTIVITIES.

THE AREAS DESCRIBED AREAS ARE NOT DEDICATED HEREBY FOR USE BY THE GENERAL PUBLIC BUT ARE DEDICATED TO THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS OF WOODLAND SPRINGS SUBDIVISION, AS MORE FULLY PROVIDED IN ARTICLE IV, DECLARATION OF COVENANTS AND RESTRICTIONS, APPLICABLE TO WOODLAND SPRINGS SUBDIVISION DATED MAY OF 1967, AND RECORDED WITH THIS PLAT. SAID ARTICLE IV IS HEREBY INCORPORATED AND MADE A PART OF THIS PLAT.

THE SET LINES OF ALL LOTS HAVING FRONTAGE ON THE LANE SHALL TERMINATE AT THE NEAREST CORNER, AND SHALL AUTOMATICALLY RETURN OR REVERSE WITH ANY CHANGE IN THE LANE WITH RELATION.

NO NOISY TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT IN THIS SUBDIVISION, NOR SHALL ANYTHING BE DONE HEREIN WHICH MAY BECOME AN ANNOYANCE OR A NUISANCE TO THE NEIGHBORHOOD AT LARGE.

IF THE PARTIES HERETO OR ANY OF THEM OR THEIR HEIRS OR ASSIGNS SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OF THE COVENANTS, RESTRICTIONS, PROVISIONS OR CONDITIONS HEREIN, IT SHALL BE LAWFUL FOR ANY PERSON OWNING REAL ESTATE IN THIS SUBDIVISION TO PROSECUTE ANY PROCEEDINGS AT LAW OR IN EQUITY AGAINST THE PERSON OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY SUCH COVENANTS, AND TO PREVENT HIM OR THEM FROM DOING SO, OR TO RECOVER DAMAGE OR OTHER MONIES FOR SUCH VIOLATIONS.

THE FOREGOING RESTRICTIONS, COVENANTS, AND PROVISIONS SHALL RUN WITH THE LAND AND SHALL REMAIN IN FULL FORCE AND EFFECT UNTIL JANUARY 1ST, 1968, AT WHICH TIME THE SAID COVENANTS SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF 10 YEARS, UNLESS BY VOTE OF THE MAJORITY OF THE THEN OWNERS OF THE LOTS IN THIS SUBDIVISION, IT IS AGREED TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

INVALIDATION OF ANY OF THE FOREGOING COVENANTS, PROVISIONS, RESTRICTIONS OR CONDITIONS BY JUDGMENT OR COURT ORDER SHALL IN NO MANNER AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

WITNESSE MY SIGNATURE THIS 20th DAY OF April 1967.

KEystone Square Company

By Ralph Wilfong
RALPH WILFONG, PARTNER

STATE OF INDIANA
COUNTY OF HANCOCK

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, APPEARED KEystone Square Company by RALPH WILFONG, PARTNER, WHO SCHEDULED THE FOREGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED FOR THE ONE AND PURPOSE THEREIN EXPRESSED, AND AFFIRMED HIS SIGNATURE THEREON.

WITNESSE MY HAND AND SEAL THIS 20th DAY OF April 1967.

James O. Lewis
NOTARY PUBLIC
HANCOCK COUNTY, INDIANA
My Commission Expires Dec. 3, 1968

BY COMMISSIONER BEING

CERTIFICATE
UNDER AUTHORITY PROVIDED BY CHAPTER 194 - BOOKS OF 1947, ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THEREOF, AND AN ORDINANCE ADOPTED BY THE TOWN BOARD OF TOWNSHIPS OF THE TOWN OF GARRET, INDIANA, THIS PLAT WAS GIVEN APPROVAL BY THE TOWN OF GARRET, AS FOLLOWS:

APPROVED BY THE TOWN PLAN COMMISSION AT A MEETING HELD

APRIL 18, 1967.

James O. Lewis
JAMES O. LEWIS, PRESIDENT
Bette J. Lewis
BETTE J. LEWIS, SECRETARY

8394
RECEIVED
MAY 2 1967
Garrett, Indiana

WOODLAND SPRINGS
First Section

The within plat represents a subdivision of part of the Northwest Quarter of Section 5, and part of the Northeast Quarter of Section 6, Township 17 North, Range 4 East, Hamilton County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the Northwest Quarter of said Section 5, running thence North $89^{\circ}52'55''$ East and along the North line of said $\frac{1}{4}$ Section 830.25 feet; thence South $0^{\circ}07'05''$ East 390 feet; thence South $28^{\circ}10'55''$ West 147.65 feet; thence South $0^{\circ}07'05''$ East 200 feet; thence South $28^{\circ}25'05''$ East 147.65 feet; thence South $0^{\circ}07'05''$ East 1125.43 feet; thence South $89^{\circ}44'55''$ West 1217.97 feet; thence North $0^{\circ}15'05''$ West 50 feet; thence South $89^{\circ}44'55''$ West 235 feet; thence North $0^{\circ}15'05''$ West 32.50 feet; thence South $89^{\circ}44'55''$ West 175 feet; thence North $0^{\circ}15'05''$ West 324.50 feet; thence North $27^{\circ}44'55''$ East 211.72 feet; thence South $62^{\circ}15'05''$ East 20.91 feet; thence North $27^{\circ}44'55''$ East 252.42 feet; thence North $53^{\circ}42'55''$ East 270.60 feet; thence North $14^{\circ}55'$ East 226 feet; thence North $0^{\circ}09'05''$ West 530.62 feet; thence North $89^{\circ}50'55''$ East 32 feet; thence North $0^{\circ}09'05''$ West 245 feet to the North line of the Northeast Quarter of said Section 6; thence North $89^{\circ}50'55''$ East and along said North line 254.75 feet to the point of beginning, containing in all 58.73 acres more or less. Subject to all legal highways and rights of way.

The size of the lots, Block "A", Common Properties and width of the streets are shown in feet and decimal parts thereof.

This subdivision consists of 53 lots, numbered from 1 through 27, both inclusive, from 51 through 71, both inclusive, and from 74 through 78, both inclusive, with streets as shown hereon. Also, Block "A", and certain areas reserved for Common Property, as shown hereon.

Witness my signature this 18th day of April, 1967.
(SEAL) /s/ Robert Scherschel
/t/ Registered Surveyor No. 3907
State of Indiana

CERTIFICATES

Under authority provided by Chapter 174-Acts of 1947, enacted by the General Assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the Town Board of Trustees of the Town of Carmel, Indiana, this Plat was given approval by the Town of Carmel, as follows:

Approved by the Town Plan Commission at a meeting held April 18, 1967.

/s/ James O. Lewis
/t/ James O. Lewis
President

/s/ Bette J. Davis
/t/ Betty J. Davis
Secretary

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BOOK PAGE

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 1st day of May, 1967, by Keystone Square Company, a partnership,

WITNESSETH:

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

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

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

WHEREAS, Declarant has incorporated under the laws of the State of Indiana, as a non-profit corporation, Woodlawn Springs, Inc., for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Keystone Square Company declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions")

hereinafter set forth.

ARTICLE I.

DEFINITIONS

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

(a) "Corporation" shall mean and refer to Woodlawn Spring, Inc.

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

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

(d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.

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

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

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

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

follows:

All of Keystone Square Company's Woodlawn Springs, Addition, as recorded as ~~Instrument No.~~ _____, dated _____, in the Office of the Recorder of Hamilton County, Indiana.

all of which real property shall hereinafter be referred to as "The Properties."

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

Section 3. Covenant to Convey Common Properties. Declarant hereby covenants and declares that all areas now owned by it which are not included in the definition of "Lot" are to be conveyed to the Corporation as and for the Common Properties, on or before December 1, 1967, by a good and sufficient Warranty Deed free and clear of all liens and encumbrances except the lien of current taxes, rights-of-way, the provisions of these covenants and restrictions, and other easements and restrictions of record.

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

(a) Upon approval in writing of the Corporation pursuant to Article 6 of its Articles of Incorporation or any amendment thereof, the owner of any property who is desirous of adding it to the jurisdiction of the Corporation, may file of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property. A Supplemental Declaration adopting by reference the provisions of this Declaration in its entirety shall be sufficient to conform with this Section. In addition, such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary

DECLARATION REVOKE, MODIFY OR ADD TO THE COVENANTS ESTABLISHED BY THIS DECLARATION WITHIN THE PROPERTIES.

(B) UPON A MERGER OR CONSOLIDATION OF THE CORPORATION WITH ANOTHER CORPORATION AS PROVIDED IN ITS ARTICLES OF INCORPORATION, ITS PROPERTIES, RIGHTS AND OBLIGATIONS MAY, BY OPERATION OF LAW, BE TRANSFERRED TO ANOTHER SURVIVING OR CONSOLIDATED CORPORATION OR, ALTERNATIVELY, THE PROPERTIES, RIGHTS AND OBLIGATIONS OF ANOTHER CORPORATION MAY, BY OPERATION OF LAW, BE ADDED TO THE PROPERTIES, RIGHTS AND OBLIGATIONS OF THE CORPORATION AS A SURVIVING CORPORATION PURSUANT TO A MERGER. THE SURVIVING OR CONSOLIDATED CORPORATION MAY ADMINISTER THE COVENANTS AND RESTRICTIONS ESTABLISHED BY THE DECLARATION WITH THE PROPERTIES EXCEPT AS HEREINAFTER PROVIDED.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

SECTION 1. MEMBERSHIP. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE INTEREST IN ANY LOT WHICH IS PART OF THE PROPERTIES AND WHICH IS SUBJECT BY COVENANTS OF RECORD TO ASSESSMENT BY THIS CORPORATION SHALL BE A MEMBER OF THE CORPORATION, PROVIDED THAT ANY SUCH PERSON OR ENTITY WHO HOLDS SUCH INTEREST MERELY AS A SECURITY FOR THE PERFORMANCE OF AN OBLIGATION SHALL NOT BE A MEMBER.

SECTION 2. VOTING RIGHTS. THE CORPORATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP:

CLASS A. CLASS A MEMBERS SHALL BE ALL THOSE OWNERS AS DEFINED IN THIS ARTICLE III, SECTION 1, WITH THE EXCEPTION OF KEYSTONE SQUARE COMPANY. EXCEPT AS OTHERWISE SET FORTH IN ARTICLE 6 OF THE ARTICLES OF INCORPORATION, CLASS A MEMBERS SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT IN WHICH THEY HOLD THE INTEREST REQUIRED FOR MEMBERSHIP BY THIS ARTICLE III, SECTION 1. WHEN MORE THAN ONE PERSON HOLDS SUCH INTEREST OR INTERESTS IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS AND THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONG

themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be Keystone Square Company. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Article III, provided, however, that the Class B membership shall be cancelled and cease to exist after _____ years from the date of incorporation.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within The Properties hereby covenants and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Corporation: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the properties including, but not limited to, the payment of taxes and insurance for the Common

Properties, the grass cutting, yard maintenance and snow removal of the Common Properties and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties and all recreational facilities located thereon. The assessment shall also be for the purpose of providing such municipal services including, but not limited to, trash and garbage pickup which are not provided by the local municipal authorities and for such items of repair, maintenance and alteration of The Properties and/or the individual Dwelling Units as the Board of Directors may, by appropriate action, from time to time authorize.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1968, the annual assessment shall be 75⁰⁰ per Lot. From and after January 1, 1969, the annual assessment may be increased by vote of the Owners, as hereinafter provided for the next succeeding two (2) years and at the end of each such period of two (2) years for each succeeding period of two (2) years.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto; provided that any such assessment shall have the assent of two-thirds of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Corporation is authorized to

participate under its Articles of Incorporation and under Article II, Section 2 hereof.

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

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) per cent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

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

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, which resolution may authorize payment in equal installments no less often than monthly, provided the entire special assessment is paid during the calendar year to which it is applicable.

Section 8. Duties of the Board of Directors. The Board of Directors of the Corporation shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

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

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

Section 9. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date or dates when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns. If, under Section 7 installment payments of special assessments have been authorized, then failure to pay any one installment within ten (10) days after the due date shall accelerate the payment of all installments and the entire unpaid balance of such assessment shall immediately become due and owing without further notice. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation for the statutory

period 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 eight per cent (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 and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

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

Section 11. "Junior Lien" Provision. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure

or deed given in lieu of foreclosure.

ARTICLE V.

PARTY WALLS

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

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

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

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

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

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

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

been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of the Board of Directors of the Corporation, or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to this Article.

ARTICLE VII.

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Woodlawn Springs, Inc., or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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

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

SECTION 3. 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.

IN WITNESS WHEREOF, THE DECLARANT, KEYSTONE SQUARE COMPANY, HAS CAUSED THIS DOCUMENT TO BE EXECUTED BY ONE OF ITS GENERAL PARTNERS THE DAY, MONTH AND YEAR FIRST MENTIONED.

KEYSTONE SQUARE COMPANY


GENERAL PARTNER
KENNETH E. THOMPSON

Prepared by Ralph Wilfong, Partner.



CHICAGO TITLE

RECEIVED FOR RECORD
AT 2:20 O'CLOCK P. M.

SEP 5 1967

BOOK 100 PAGE _____

Charlotte E. Hall
RECORDER HAMILTON COUNTY, INDIANA

64 55693

4223
8998

BOOK 109 PAGE 58
~~BOOK 100 PAGE 41~~

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 1st day of May,
1967, by Keystone Square Company, a partnership,

WITNESSETH:

WHEREAS, Declarant is the owner of or has the right to acquire,
the real property described in Article III of this declaration and desires to
create thereon a residential community with permanent parks, playgrounds, o
open spaces, and other common facilities for the benefit of the community; and

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

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

WHEREAS, Declarant has incorporated under the laws of the
State of Indiana, as a non-profit corporation, Woodlawn Springs, Inc., for
the purpose of exercising the functions aforesaid;

NOW, THEREFORE, Keystone Square Company declares that the
real property described in Article II, and such additions thereto as may here-
after be made pursuant to Article II hereof, is and shall be held, transferred,
sold, conveyed and occupied subject to the covenants, restrictions, easements,
charges and liens (sometimes referred to as "covenants and restrictions")

hereinafter set forth.

ARTICLE I.

DEFINITIONS

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

- (a) "Corporation" shall mean and refer to Woodlawn Spring, Inc.
- (b) "The Properties" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II, hereof.
- (c) "Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties and intended to be devoted to the common use and enjoyment of the owners of The Properties.
- (d) "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of The Properties with the exception of Common Properties as heretofore defined.
- (e) "Dwelling Unit" shall mean and refer to any portion of a building designed and intended for use and occupancy as a residence by a single family.
- (f) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Dwelling Unit situated upon The Properties, but, notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

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

follows:

All of Keystone Square Company's Woodlawn Springs, Addition, as recorded as Instrument No. , dated , in the Office of the Recorder of Hamilton County, Indiana.

all of which real property shall hereinafter be referred to as "The Properties."

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

Section 3. Covenant to Convey Common Properties. Declarant hereby covenants and declares that all areas now owned by it which are not included in the definition of "Lot" are to be conveyed to the Corporation as and for the Common Properties, on or before December 1, 1967, by a good and sufficient Warranty Deed free and clear of all liens and encumbrances except the lien of current taxes, rights-of-way, the provisions of these covenants and restrictions, and other easements and restrictions of record.

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

(a) Upon approval in writing of the Corporation pursuant to Article 6 of its Articles of Incorporation or any amendment thereof, the owner of any property who is desirous of adding it to the jurisdiction of the Corporation, may file of record a Supplementary Declaration of Covenants and Restrictions which shall extend the scheme of the covenants and restrictions of this Declaration to such property. A Supplemental Declaration adopting by reference the provisions of this Declaration in its entirety shall be sufficient to conform with this Section. In addition, such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary

DECLARATION, REVOKE, MODIFY OR ADD TO THE COVENANTS ESTABLISHED BY THIS DECLARATION WITHIN THE PROPERTIES.

(b) UPON A MERGER OR CONSOLIDATION OF THE CORPORATION WITH ANOTHER CORPORATION AS PROVIDED IN ITS ARTICLES OF INCORPORATION, ITS PROPERTIES, RIGHTS AND OBLIGATIONS MAY, BY OPERATION OF LAW, BE TRANSFERRED TO ANOTHER SURVIVING OR CONSOLIDATED CORPORATION OR, ALTERNATIVELY, THE PROPERTIES, RIGHTS AND OBLIGATIONS OF ANOTHER CORPORATION MAY, BY OPERATION OF LAW, BE ADDED TO THE PROPERTIES, RIGHTS AND OBLIGATIONS OF THE CORPORATION AS A SURVIVING CORPORATION PURSUANT TO A MERGER. THE SURVIVING OR CONSOLIDATED CORPORATION MAY ADMINISTER THE COVENANTS AND RESTRICTIONS ESTABLISHED BY THE DECLARATION WITH THE PROPERTIES EXCEPT AS HEREINAFTER PROVIDED.

ARTICLE III.

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

SECTION 1. MEMBERSHIP. EVERY PERSON OR ENTITY WHO IS A RECORD OWNER OF A FEE INTEREST IN ANY LOT WHICH IS PART OF THE PROPERTIES AND WHICH IS SUBJECT BY COVENANTS OF RECORD TO ASSESSMENT BY THIS CORPORATION SHALL BE A MEMBER OF THE CORPORATION, PROVIDED THAT ANY SUCH PERSON OR ENTITY WHO HOLDS SUCH INTEREST MERELY AS A SECURITY FOR THE PERFORMANCE OF AN OBLIGATION SHALL NOT BE A MEMBER.

SECTION 2. VOTING RIGHTS. THE CORPORATION SHALL HAVE TWO CLASSES OF VOTING MEMBERSHIP:

CLASS A. CLASS A MEMBERS SHALL BE ALL THOSE OWNERS AS DEFINED IN THIS ARTICLE III, SECTION 1, WITH THE EXCEPTION OF KEYSTONE SQUARE COMPANY. EXCEPT AS OTHERWISE SET FORTH IN ARTICLE 6 OF THE ARTICLES OF INCORPORATION, CLASS A MEMBERS SHALL BE ENTITLED TO ONE VOTE FOR EACH LOT IN WHICH THEY HOLD THE INTEREST REQUIRED FOR MEMBERSHIP BY THIS ARTICLE III, SECTION 1. WHEN MORE THAN ONE PERSON HOLDS SUCH INTEREST OR INTERESTS IN ANY LOT, ALL SUCH PERSONS SHALL BE MEMBERS AND THE VOTE FOR SUCH LOT SHALL BE EXERCISED AS THEY AMONG

themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be Keystone Square Company. The Class B member shall be entitled to one vote for each Lot in which it holds the interest required for membership by Article III, provided, however, that the Class B membership shall be cancelled and cease to exist after _____ years from the date of incorporation.

ARTICLE IV.

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned by it within The Properties hereby covenants and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay the Corporation: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the properties including, but not limited to, the payment of taxes and insurance for the Common

Properties, the grass cutting, yard maintenance and snow removal of the Common Properties and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties and all recreational facilities located thereon. The assessment shall also be for the purpose of providing such municipal services including, but not limited to, trash and garbage pickup which are not provided by the local municipal authorities and for such items of repair, maintenance and alteration of The Properties and/or the individual Dwelling Units as the Board of Directors may, by appropriate action, from time to time authorize.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January 1968, the annual assessment shall be 25.00 per Lot. From and after January 1, 1969, the annual assessment may be increased by vote of the Owners, as hereinafter provided for the next succeeding two (2) years and at the end of each such period of two (2) years for each succeeding period of two (2) years.

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

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation in which the Corporation is authorized to

participate under its Articles of Incorporation and under Article II, Section 2 hereof.

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

At the first meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast sixty (60) per cent of all of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirement set forth in Sections 4 and 5, and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

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

The first annual assessments shall be made for the balance of the calendar year and shall become due and payable on the day fixed for commencement. The assessments for any year, after the first year, shall become due and payable on the first day of January of said year.

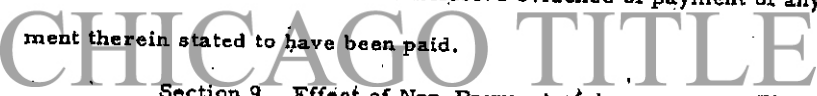
The amount of the annual assessment which may be levied for the balance remaining in the first year of assessment shall be an amount which bears the same relationship to the annual assessment provided for in Section 3 hereof as the remaining number of months in that year bears to twelve. The same reduction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

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment, which resolution may authorize payment in equal installments no less often than monthly, provided the entire special assessment is paid during the calendar year to which it is applicable.

Section 8. Duties of the Board of Directors. The Board of Directors of the Corporation shall fix the date of commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Corporation and shall be open to inspection by any Owner.

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

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



Section 9. Effect of Non-Payment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date or dates when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection, thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns. If, under Section 7 installment payments of special assessments have been authorized, then failure to pay any one installment within ten (10) days after the due date shall accelerate the payment of all installments and the entire unpaid balance of such assessment shall immediately become due and owing without further notice. The personal obligation of the then owner to pay such assessments, however, shall remain his personal obligation for the statutory

period 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 eight per cent (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 and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

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

Section 11. "Junior Lien" Provision. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure purchaser or deed in lieu grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure but subject to the lien hereof for all said charges that shall accrue subsequent to the foreclosure

or deed given in lieu of foreclosure.

ARTICLE V.

PARTY WALLS

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

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

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

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

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

ARTICLE VI.

ARCHITECTURAL CONTROL COMMITTEE

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

been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by an architectural committee composed of the Board of Directors of the Corporation, or by three (3) or more representatives appointed by the Board. In the event said committee, or its designated representatives, fail to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Neither the members of such committee nor its designated representatives shall be entitled to compensation for services performed pursuant to this Article.

ARTICLE VII

GENERAL PROVISIONS

Section 1. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Woodlawn Springs, Inc., or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to change said covenants and restrictions in whole or in part.

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

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

WHEREAS, Keystone Square Company, a partnership (hereinafter called "Declarant") heretofore executed a Declaration of Covenants and Restrictions (hereinafter called "Declaration") and recorded the same in Miscellaneous Record 100, pages 41-52 inclusive, in the office of the Recorder of Hamilton County, Indiana, and rerecorded the same in Miscellaneous Record 109, Instrument No. 4223, in the office of the Recorder of Hamilton County, Indiana, and

WHEREAS, said Declaration contains portions which require clarification or correction and certain other provisions were inadvertently omitted;

NOW, THEREFORE, Declarant hereby amends the Declaration in all of the following particulars:

1. Wherever in the Declaration the words "Woodland Springs, Inc." or "Woodlawn Springs", or "Woodlawn Spring, Inc." appear, the word "Woodland" shall hereafter be substituted for the word "Woodlawn" and the word "Springs" shall hereafter be substituted for "Spring".

2. The fourth "Whereas" clause on the first page of the Declaration is hereby amended to read, and shall hereafter read as follows:

"WHEREAS, Declarant intends to form, or has formed, under the laws of the State of Indiana a not-for-profit corporation named Woodland Springs, Inc."

3. Section 1, subsection (c) of Article I is hereby amended to read and shall hereafter read as follows:

"Common Properties" shall mean and refer to those areas of land shown on any recorded subdivision plat of The Properties or any part thereof as Common Properties, whether heretofore or hereafter recorded."

4. Section 1, subsection (d) of Article I is hereby amended to read and shall hereafter read, as follows:

"Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision plat of The Properties or any part thereof, whether such plat is heretofore or hereafter recorded.

5. Section 1, subsection (f) of Article I is hereby amended to read and shall hereafter read as follows:

"Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any parcel of real estate included in The Properties but, in any event, shall not include a mortgagee unless and until such mortgagee has acquired title to any portion of The Properties".

6. Section 1, of Article II is hereby amended to read and shall hereafter read as follows:

Section 1. Property. The real estate which shall constitute "The Properties" shall be (a) the real estate located in Hamilton County, Indiana which is described in Exhibit A attached to this Amendment of Declaration of Covenants and Restrictions (it being agreed that such portions of such real estate to which Declarant has never had title shall not become part of The Properties until Declarant

acquires title and thereupon shall become part of The Properties without further action and without compliance with Article II, Section 4 of the Declaration), and (b) all real estate added as the result of the filing of a Supplementary Declaration as provided for in Article II, Section 4 hereof.

7. Section 3, of Article II is hereby amended to read, and shall hereafter read, as follows:

Declarant hereby covenants and declares that all Common Properties now owned by it are to be conveyed to the Corporation as and for the Common Properties on or before January 1, 1970, and all portions of The Properties which hereafter become Common Properties shall be conveyed not later than ninety (90) days after completion of all improvements which Declarant desires to erect thereon, by a good and sufficient Warranty Deed, free and clear of all liens and encumbrances except the lien of current taxes and subject to all easements, highways, and rights-of-way, agreements, covenants, conditions and restrictions of record.

8. Article III is hereby amended to read, and shall hereafter read, as follows:

ARTICLE III
Membership and Voting Rights
in the Corporation

Section 1. Membership. Every person who is shown of record as owning a fee interest in any part of The Properties shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member. When more than one person is the owner of a Lot, all such persons shall be deemed members but among them they shall be entitled to one vote on each matter upon which Class A members are entitled to vote.

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

Class A. Class A members shall be all Owners except Class B members. Except as otherwise set forth in the Articles of Incorporation of the Corporation, each Class A member shall, so long as any Class B member has any right to vote on any matter, be entitled to one vote for each Lot of which such member is the Owner only with respect to those matters for which a vote of Class A members is required under Sections 3 and 4 of Article IV hereof, and Section 4 of Article III hereof. When all voting rights of Class B members have terminated, each Class A member shall thereafter be entitled to one vote for each Lot of which such member is the Owner with respect to all matters on which members are entitled to vote.

Class B. Class B members shall be Declarant and all successors and assigns of Declarant as Owners of any portion of The Properties who are designated by Declarant or any other Class B member in a written notice mailed or delivered to the Resident Agent of Corporation at the principal office of the Corporation as Class B members. Each Class B member shall be entitled to two votes for each Lot of which it is the Owner and two votes for each one-half (1/2) acre or part thereof of The Properties of which it is the Owner which is not within the area included in a recorded subdivision plat, on all matters requiring a vote of members of Corporation.

9. Section 2 of Article IV, of the Declaration is hereby amended to read and shall hereafter read as follows:

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular, for the improvement and maintenance of property, services and facilities devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon the properties including, but not limited to, the payment of taxes and insurance for the Common Properties, the grass cutting, yard maintenance and snow removal of the Common Properties and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties and all recreational facilities located thereon. The assessment shall also be for the purpose of providing such municipal services which are not provided by local municipal authorities as the Board of Directors of the Corporation deems it advisable to provide, and for such repairs, maintenance and alterations of The Properties other than Common Properties as the Board of Directors of the Corporation shall authorize.

10. Section 3 of Article IV of the Declaration is hereby amended to read and shall hereafter read as follows:

Section 3. Basis and Maximum of Annual Assessment. For the period commencing on the day of recording of this Amendment and ending April 30, 1969, the annual assessment shall be computed at the rate of \$75.00 per Lot subject to such assessment and shall be deemed paid upon the payment by the Owner of each Lot of a total sum arrived at by multiplying \$6.25 by the number of months from and including the month following the recording of this Amendment to and including April 1, 1969. For the twelve-month period commencing May 1, 1969 and each twelve-month period thereafter the annual assessment shall be \$75.00 due and payable on May 1, 1969 and the first day of each May thereafter; PROVIDED, HOWEVER, that the annual assessment for any year may be increased by affirmative vote of a majority of the Class A members voting in person or by proxy at a meeting duly called for such purpose, written notice of which shall be given to all members at least thirty days in advance and shall set forth the purpose of the meeting. The Board of Directors of the Corporation may, after consideration of current maintenance costs and future needs of the Corporation, fix the actual assessment for any year at a lesser amount.

As to any Lot hereafter conveyed to an Owner, the annual assessment for such Lot then in effect shall be due and payable at the time of execution and delivery of a deed to such Lot to such Owner and shall be determined by multiplying 1/12 of the annual assessment then in effect by the number of months from and including the month after the date of execution and delivery of such deed to and including the last month of the period with

respect to which such annual assessment is applicable.

Notwithstanding anything hereinabove contained, the Class B members of the Corporation shall have no obligation to pay any assessments with respect to any portion of The Properties owned by them including any Lots, and no portion of The Properties owned by them, nor any Lots owned by them, shall be subject to the liens herein provided for. However, the Corporation may enter into an agreement with Declarant or others, under which Declarant assumes all or part of the duties of maintenance of the Common Properties under terms satisfactory to the Corporation and Declarant or such others. While any Owner is in default of payment of any assessment, such Owner shall not be entitled to vote on any matter submitted to a vote of the members of the Corporation or to use and enjoy the lake, clubhouse, swimming pool or any other of the Common Properties.

11. Section 6 of Article IV of the Declaration is hereby amended to read, and shall hereafter read, as follows:

Quorum For Any Action of the Members. A quorum required for any action of the members shall be such number of members as is specified in the bylaws of Woodland Springs, Inc. as a quorum.

12. Section 7 of Article IV of the Declaration is hereby amended to read and shall hereafter read as follows:

Section 7. Date of Commencement of Annual Assessment. Notwithstanding the provisions of Section 3 of this Article IV, the Board of Directors may from time to time, change the commencement date of the periods to which annual assessments are applicable and the date upon which assessments are payable. Until such time as the date is thus changed the commencement date of the periods shall be May 1 of each year and assessments shall be due and payable upon such date.

13. Article V of the Declaration is hereby deleted and shall hereafter be null and void and of no force and effect.

14. Article VII of the Declaration is hereby amended so that Section 4 is added thereto, which Section shall read as follows:

Section 4.

Amendment of Declaration. This Declaration may be amended from time to time hereafter upon the affirmative vote of a majority of the Class A members of the Corporation present and voting at a meeting duly held pursuant to notice as required by law, and the affirmative vote of a majority of the total number of votes which could have been cast by Class B members; a certificate of resolution of the members, pursuant to such vote, signed by the Secretary of the Corporation and recorded in the office of the Recorder of Hamilton County, Indiana, shall be conclusive evidence of such amendment. Notwithstanding anything to the contrary herein contained, the approval in writing of the Corporation provided for in

Article II, Section 4(a) hereof shall mean approval only of the Board of Directors of the Corporation.

15. Upon this Amendment of Declaration of Covenants and Restrictions being recorded in the office of the Recorder of Hamilton County, Indiana, Declarant shall be deemed to have ratified and confirmed the provisions of the Declaration except insofar as the same shall have been amended by the terms hereof, as to which Amendments the terms and provisions hereof shall supersede and supplant the terms of such Declaration. All portions of The Properties not heretofore conveyed by deed from Declarant shall be subject to all of the terms and provisions of the Declaration, as herein amended, and the Declaration is incorporated herein by this reference and shall hereafter run with and be appurtenant to and binding upon all portions of The Properties not heretofore conveyed by deed from Declarant as if the Declaration, as herein amended, had been executed and recorded concurrently on the date hereof. Each Lot heretofore conveyed by Declarant was conveyed subject to the terms and provisions of the Declaration, and upon the Owner of any such Lot executing a separate instrument which is placed of record in the office of the Recorder of Hamilton County, Indiana, under which such Owner accepts the terms and provisions of the Declaration as herein amended, or affixes his or their signature hereto in the place hereinafter provided, thereby indicating such Owner's acceptance of such terms and provisions, such Lot shall be deemed subject to the terms and provisions of the Declaration, as herein amended, in all respects the same as if the Declaration, as herein amended, had been executed and recorded prior to the conveyance of such portions by deed by Declarant.

Executed this 13th day of October, 1968



KEYSTONE SQUARE COMPANY

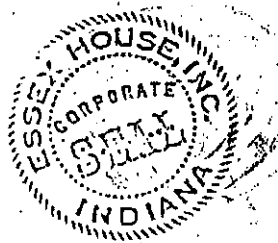
By Ralph Wilfong
Ralph Wilfong

and by LANDMARK DEVELOPMENT CO.

By Milton J. Fineberg
Milton J. Fineberg,
General Partner

and by ESSEX HOUSE, INC.

By Glenn D. Hester
Glenn D. Hester,
President



ATTEST:

Kathryn Eden
Kathryn Eden, Secretary

This instrument prepared by Philip D. Pecar, Attorney at Law.

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

BOOK 110 PAGE 6

SS:

Before me, a Notary Public in and for said County and State, personally appeared RALPH WILFONG, partner in Keystone Square Company, and acknowledged the execution of the foregoing Amendment of Declaration of Covenants and Restrictions for and on behalf of Keystone Square Company.

WITNESS my hand and Notarial Seal this 23^d day of October

1968



My commission expires:

9-4-71

Philip D. Pecar

Philip D. Pecar

Notary Public

STATE OF INDIANA)
)
COUNTY OF HAMILTON)

SS:

Before me a Notary Public in and for said County and State, personally appeared MILTON J. FINEBERG, general partner in Landmark Development Co., an Indiana limited partnership which is a partner in Keystone Square Company and acknowledged the execution of the foregoing Amendment of Declaration of Covenants and Restrictions for and on behalf of Landmark Development Co., which executed such Amendment for and on behalf of Keystone Square Company.

WITNESS my hand and Notarial Seal this 23^d day of October

1968



My commission expires:

9-4-71

Philip D. Pecar

Philip D. Pecar

Notary Public

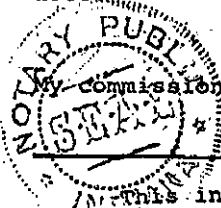
STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

Before me, a Notary Public in and for said County and State, personally appeared GLENN D. HESTER and KATHLEEN EDEN, President and Secretary respectively of Essex House, Inc., partner in Keystone Square Company, who acknowledged execution of the foregoing Amendment of Declaration of Covenants and Restrictions for and in behalf of Essex House, Inc., pursuant to proper corporate authority, who executed the foregoing Amendment for and on behalf of Keystone Square Company.

WITNESS my hand and Notarial Seal this 23^d day of October

1968



My commission expires:

9-4-71

Philip D. Pecar

Philip D. Pecar

Notary Public

This instrument prepared by Philip D. Pecar, Attorney at Law.

PART OF THE NORTHWEST QUARTER AND PART OF THE NORTHEAST QUARTER OF SECTION 5, ALSO PART OF THE NORTH EAST QUARTER OF SECTION 6, ALL BEING IN TOWNSHIP 17 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 5: RUNNING THENCE NORTH 89°52'55" EAST AND ALONG THE NORTH LINE OF SAID $\frac{1}{4}$ SECTION 2679.45 FEET TO THE NORTHEAST CORNER THEREOF: THENCE SOUTH 0°25'20" EAST AND ALONG THE EAST LINE OF SAID NORTHWEST QUARTER SECTION 734.60 FEET: THENCE SOUTH 89°50'50" EAST 731.26 FEET TO THE CENTER LINE OF HAVERSTICK ROAD: THENCE SOUTH 17°14'10" WEST 880.53 FEET TO THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHEAST QUARTER SECTION: THENCE SOUTH 89°28'15" WEST AND ALONG SAID SOUTH LINE 464.05 FEET TO THE SOUTHWEST CORNER OF SAID $\frac{1}{4}$ - $\frac{1}{4}$ SECTION: THENCE NORTH 89°39'25" WEST AND ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID NORTHWEST QUARTER SECTION 1595.23 FEET TO A POINT 1090.77 FEET MEASURED SOUTH 89°39'25" EAST AND ALONG SAID SOUTH LINE FROM THE NORTHWEST CORNER THEREOF: THENCE SOUTH 22°15'35" WEST 49.85 FEET: THENCE SOUTH 44°05'05" WEST 78.88 FEET: THENCE SOUTH 6°37'05" WEST 80.15 FEET: THENCE SOUTH 34°27'05" WEST 83.90 FEET: THENCE SOUTH 11°24'05" WEST 146.35 FEET TO A POINT 396 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER SECTION, AND 930.67 FEET EAST OF THE WEST LINE THEREOF: THENCE SOUTH 89°39'25" EAST 722.40 FEET: THENCE SOUTH 0°26'05" WEST 925.88 FEET TO THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 5: THENCE NORTH 89°35'30" WEST AND ALONG SAID SOUTH LINE 1644.45 FEET TO THE SOUTHWEST CORNER THEREOF: THENCE NORTH 0°06'05" WEST 129.52 FEET TO THE SOUTHWEST CORNER OF LOT 38 IN WOODLAND SPRINGS, SECOND SECTION: THENCE SOUTH 89°35'20" WEST AND ALONG SAID SOUTH LINE 1592.50 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF NEW STATE ROAD 431: (THE NEXT SIX COURSES BEING ALONG SAID RIGHT-OF-WAY): THENCE NORTH 1°03'35" EAST 71.40 FEET: THENCE NORTH 0°30'25" EAST 498.95 FEET: THENCE NORTH 1°33'40" WEST 350.09 FEET: THENCE NORTH 0°15'05" WEST 800 FEET: THENCE NORTH 2°43'30" EAST 250.34 FEET: THENCE NORTH 0°39'40" WEST 37.62 FEET: THENCE NORTH 89°50'55" EAST 898.96 FEET: THENCE NORTH 0°09'05" WEST 750 FEET TO THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6: THENCE NORTH 89°50'55" EAST AND ALONG SAID NORTH LINE 686.75 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIPTION INCLUDES WOODLAND SPRINGS, SECTIONS ONE, TWO, THREE AND FOUR, WHICH ARE RECORDED IN THE HAMILTON COUNTY RECORDER'S OFFICE.

ALSO A PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 17 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED IS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID $\frac{1}{4}$ SECTION, DISTANT 1644.45 FEET MEASURED SOUTH 89°35'30" EAST ALONG SAID SOUTH LINE FROM THE SOUTHWEST CORNER THEREOF: RUNNING THENCE NORTH 0°26'05" EAST 925.88 FEET TO A POINT 396 FEET SOUTH OF THE NORTH LINE OF THE SOUTH HALF OF SAID NORTHWEST QUARTER SECTION: THENCE EASTERLY PARALLEL WITH SAID NORTH LINE TO A POINT IN THE CENTER OF HAVERSTICK ROAD, SOMETIMES CALLED CHESTER ROAD: THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE CENTER OF SAID ROAD TO THE CENTER OF SAID SECTION 5: THENCE NORTH 89°35'30" WEST AND ALONG ALONG THE SOUTH LINE OF SAID $\frac{1}{4}$ SECTION TO THE POINT OF BEGINNING.

ALSO:

BOOK 110 PAGE 8
PART OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF SECTION 5,
TOWNSHIP 17 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA,
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID $\frac{1}{2}$ - $\frac{1}{4}$ SECTION,
DISTANT 1361.43 FEET MEASURED NORTH $89^{\circ}39'25''$ WEST ALONG SAID
NORTH LINE FROM THE NORTHEAST CORNER THEREOF: RUNNING THENCE
NORTH $89^{\circ}39'25''$ WEST AND ALONG SAID NORTH LINE 53.79 FEET:
THENCE SOUTH $21^{\circ}58'25''$ WEST 426 FEET: THENCE SOUTH $89^{\circ}39'25''$
EAST 53.79 FEET: THENCE NORTH $21^{\circ}58'25''$ EAST 426 FEET TO THE
POINT OF BEGINNING, CONTAINING 0.53 ACRES MORE OR LESS.

ALSO:

PART OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 18 NORTH,
RANGE 4 EAST, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID $\frac{1}{4}$ SECTION: RUNNING
THENCE SOUTH $89^{\circ}50'55''$ WEST AND ALONG THE SOUTH LINE OF SAID
 $\frac{1}{4}$ SECTION 770 FEET: THENCE NORTH $0^{\circ}09'05''$ WEST 480 FEET:
THENCE NORTH $42^{\circ}39'05''$ WEST 706.85 FEET: THENCE NORTH $87^{\circ}19'$
WEST 168.52 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE
OF NEW STATE ROAD 431: (THE NEXT SIX COURSES BEING ALONG SAID
RIGHT OF WAY LINE): RUNNING THENCE NORTH $2^{\circ}50'$ EAST 99.20 FEET:
THENCE NORTH $87^{\circ}01'$ WEST 52.60 FEET: THENCE NORTH $0^{\circ}12'$ EAST
194.32 FEET: THENCE NORTH $4^{\circ}56'38''$ EAST 149.34 FEET: THENCE
NORTH $4^{\circ}17'15''$ EAST 438.70 FEET: THENCE NORTH $5^{\circ}20'25''$ EAST
769.46 FEET TO THE NORTH LINE OF SAID $\frac{1}{4}$ SECTION: THENCE
NORTH $89^{\circ}48'10''$ EAST AND ALONG SAID NORTH LINE 1328.0 FEET TO
THE NORTHEAST CORNER OF SAID $\frac{1}{4}$ SECTION: THENCE SOUTH $0^{\circ}26'05''$
EAST 2658.92 FEET TO THE POINT OF BEGINNING, CONTAINING 73.86
ACRES MORE OR LESS.

SUBJECT TO ALL LEGAL HIGHWAYS AND/OR RIGHTS OF WAY.

ACCEPTANCE OF DECLARATION
AS AMENDED

Book 110 PAGE 9

For Value Received, the undersigned, as owners of the real estate described opposite their signatures affixed below, hereby accept the terms and provisions of that certain Declaration of Covenants and Restrictions recorded on September 5, 1967, at Miscellaneous Record 100, pages 41-52 inclusive, in the office of the Recorder of Hamilton County, Indiana, which has been rerecorded as Instrument No. 4223 at Miscellaneous Record 109 in the office of the Recorder of Hamilton County, Indiana, and the foregoing Amendment to Declaration of Covenants and Restrictions, and agree that the real estate owned by the undersigned, described below, is and hereby becomes and hereafter shall be subject to all the terms and provisions of such Declaration of Covenants and Restrictions and the foregoing Amendment thereto. The terms hereof shall run with the real estate owned by the undersigned and described below and be binding upon and inure to the benefit of the undersigned and their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the undersigned have affixed their hands.

Leo Kaplan
LEO KAPLAN

Executed 10-24, 1968

Lot No. 131 in Woodland Springs, 2nd Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3 page 28-29 in the office of the Recorder of Hamilton County, Indiana

Henriette Kaplan
HENRIETTE KAPLAN

Executed 10-24, 1968

Durine Sigler
DURINE SIGLER

Executed 10-24, 1968

Lot No. 19 in Woodland Springs, 1st Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3 page 20 in the office of the Recorder of Hamilton County, Indiana

Ruth M. Sigler
RUTH M. SIGLER

Executed 10-24, 1968

John L. Moren
JOHN L. MOREN

Executed 10-24, 1968

Lot No. 118 in Woodland Springs, 5th Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3 page 28-29 in the office of the Recorder of Hamilton County, Indiana

Irene R. Moren
IRENE R. MOREN

Executed 10-24, 1968

Stewart S. Segafosse
STEWART S. SEGAFOSSE

Executed 10-24, 1968

Lot No. 31 in Woodland Springs, 2nd Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3 page 28-29 in the office of the Recorder of Hamilton County, Indiana

Margaret L. Segafosse
MARGARET L. SEGAFOSSE

Executed 10-24, 1968

Anna W. Harts, Executed Oct. 24, 1968
ANNA W. HARTS

E. M. Harts, Executed Oct. 24, 1968
E. M. HARTS

Jack C. Badger, Executed Oct. 24, 1968
JACK C. BADGER

Jila Ann Baber, Executed _____, 1968

Robert J. Meyers, Executed 10-24, 1968

Robert J. Meyers, Executed 10-24, 1968

Mildred Williams, Executed Oct. 24, 1968
MILDRED WILLIAMS

Paul E. Williams, Executed _____, 1968
PAUL E. WILLIAMS

William N. Davidson, Executed Oct. 24, 1968
WILLIAM N. DAVIDSON

Jeanne W. Davidson, Executed _____, 1968
JEANNE W. DAVIDSON

John R. Cass, Executed Oct. 24, 1968
JOHN R. CASS

Patsy R. Cass, Executed Oct. 24, 1968
PATSY R. CASS

Donald J. Engle, Executed 10-24, 1968
DONALD J. ENGLE

Julia S. Engle, Executed Oct. 24, 1968
JULIA S. ENGLE

Lot No. 58 in Woodland Springs, 1st Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 20 in the office of the Recorder of Hamilton County, Indiana

Lot No. 45 in Woodland Springs, Second Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 25-27 in the office of the Recorder of Hamilton County, Indiana

Lot No. 60 in Woodland Springs, First Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 20, in the office of the Recorder of Hamilton County, Indiana.

Lot No. 26 in Woodland Springs, First Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 20 in the office of the Recorder of Hamilton County, Indiana

Lot No. 119 in Woodland Springs, 2d Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

Lot No. 48 in Woodland Springs, 1st Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

Lot No. 126 in Woodland Springs, 2d Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

Eleanor W. Kahn, Executed Oct. 29, 1968
ELEANOR W. KAHN

Lot No. 41 in Woodland Springs, Second Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

Allan W. Kahn, Executed Oct. 29, 1968
ALLAN W. KAHN

Charles F. Hathaway, Executed Oct. 29, 1968
CHARLES F. HATHAWAY

Lot No. 35 in Woodland Springs, Second Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

Martha Hathaway, Executed Oct. 29, 1968
MARTHA HATHAWAY

Eugene O. Brimm, Executed Oct. 29, 1968
EUGENE O. BRIMM

Lot No. 59 in Woodland Springs, First Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 20 in the office of the Recorder of Hamilton County, Indiana

Elizabeth T. Brimm, Executed Oct. 29, 1968
ELIZABETH T. BRIMM

Jean G. Brown, Executed Oct. 29, 1968
JEAN G. BROWN

Lot No. 123 in Woodland Springs, Second Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

H. Gilmour Brown, Executed Oct. 29, 1968
H. GILMOUR BROWN

Orval M. Gaines, Executed Oct. 29, 1968
ORVAL M. GAINES

Lot No. 65 in Woodland Springs, First Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 20 in the office of the Recorder of Hamilton County, Indiana

Joann E. Gaines, Executed Oct. 29, 1968
JOANN E. GAINES

Edward L. Grinnan, Executed Oct. 29, 1968
EDWARD L. GRINNAN

Lot No. 120 in Woodland Springs, Second Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

Agnes V. Grinnan, Executed Oct. 29, 1968
AGNES V. GRINNAN

H. E. Witsken, Executed Oct 24, 1968
 Marilyn Witsken HENRY E. WITSKEN, JR.

Lot No. 61 in Woodland Springs,
1st Section, a subdivision in
 Clay Township, Hamilton County,
 Indiana, as per Plat Book 3,
 page 20 in the office of the
 Recorder of Hamilton County,
 Indiana

Marilyn Witsken, Executed Oct 24, 1968
 MARILYN E. WITSKEN

Carter M. Fortune, Executed Oct 24, 1968
 CARTER M. FORTUNE

Lot No. 64 in Woodland Springs,
First Section, a subdivision in
 Clay Township, Hamilton County,
 Indiana, as per Plat Book 3,
 page 20 in the office of the
 Recorder of Hamilton County,
 Indiana

Wendy M. Fortune, Executed Oct 24, 1968
 WENDY M. FORTUNE

Carl R. Feller, Executed Oct 24, 1968
 CARL R. FELLER

Lot No. 47 in Woodland Springs,
Second Section, a subdivision in
 Clay Township, Hamilton County,
 Indiana, as per Plat Book 3,
 page 28-29 in the office of the
 Recorder of Hamilton County,
 Indiana

Arlene Feller, Executed Oct 24, 1968
 ARLENE FELLER

Brendon P. Ina, Executed Oct 24, 1968

Lot No. 11 in Woodland Springs,
First Section, a subdivision in
 Clay Township, Hamilton County,
 Indiana, as per Plat Book 3,
 page 20 in the office of the
 Recorder of Hamilton County,
 Indiana

Mike J. Ina, Executed Oct 24, 1968
 MIKE J. INA
 PRESIDENT

Robert E. Jenkins, Executed Oct 24, 1968
 ROBERT E. JENKINS

Lot No. 62 in Woodland Springs,
1st Section, a subdivision in
 Clay Township, Hamilton County,
 Indiana, as per Plat Book 3,
 page 20 in the office of the
 Recorder of Hamilton County,
 Indiana

Marcella J. Jenkins, Executed Oct 24, 1968
 MARCELLA J. JENKINS

W.C. Williamson, Executed Oct 24, 1968
 W.C. WILLIAMSON

Lot No. 68 in Woodland Springs,
First Section, a subdivision in
 Clay Township, Hamilton County,
 Indiana, as per Plat Book 3,
 page 20 in the office of the
 Recorder of Hamilton County,
 Indiana

Marjorie E. Williamson, Executed Oct 24, 1968
 MARJORIE E. WILLIAMSON

Phillip R. Duke, Executed Oct. 24, 1968
PHILLIP R. DUKE

Lot No. 130 in Woodland Springs, Second Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

Marcia L. Duke, Executed Oct 24, 1968
MARCIA L. DUKE

Jay N. Musselman, Executed 10/24, 1968
JAY N. MUSSELMAN

Lot No. 51 in Woodland Springs, First Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3 page 20 in the office of the Recorder of Hamilton County, Indiana

Donna M. Musselman, Executed 10/24, 1968
DONNA M. MUSSELMAN

Howard R. Brunner, Executed 10/24, 1968
HOWARD R. BRUNNER

Lot No. 104 in Woodland Springs, Second Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

Shirley Mae Brunner, Executed 10/24, 1968
SHIRLEY MAE BRUNNER

Kathleen H. Fleming, Executed 10/24, 1968
KATHLEEN H. FLEMING

R. H. Fleming, Executed 10/24, 1968
RICHARD H. FLEMING

Lot No. 106 in Woodland Springs, Second Section, a subdivision in Clay Township, Hamilton County, Indiana, as per Plat Book 3, page 28-29 in the office of the Recorder of Hamilton County, Indiana

THIS INSTRUMENT WAS PREPARED BY
PHILIP D. PECAR, ATTORNEY
STATE OF INDIANA

COUNTY OF HAMILTON) SS:

CHICAGO TITLE

Before me, a notary public in and for said County and State, this day personally appeared LEO KAPLAN and HENRIETTE KAPLAN and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

My commission expires:
10-29-71

Philip D. Pecar
Philip D. Pecar Notary Public

STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

BOOK 110 PAGE 14

Before me, a notary public in and for said County and State, this day personally appeared DURNE SIALER and RUTH M. SIALER and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

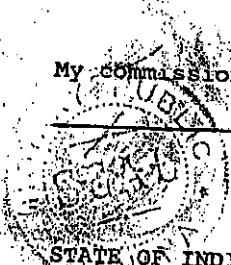
Philip D. Pecar

Philip D. Pecar

Notary Public

My commission expires:

9-4-71



STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

Before me, a notary public in and for said County and State, this day personally appeared JOHN L. MOREN and IRENE R. MOREN and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

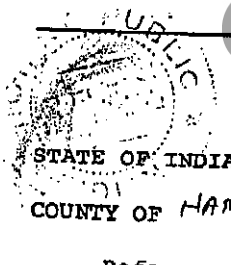
Philip D. Pecar

Philip D. Pecar

Notary Public

My commission expires:

9-4-71



STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

Before me, a notary public in and for said County and State, this day personally appeared STEWART S. SEAROSE and MARGARET L. SEAROSE and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

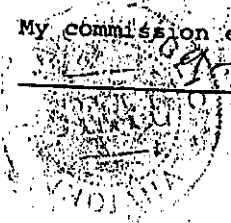
Philip D. Pecar

Philip D. Pecar

Notary Public

My commission expires:

9-4-71



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

BOOK 110 PAGE 15

Before me, a notary public in and for said County and State, this day personally appeared ANNA W. HARTIS and E.M. HARTIS and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

Philip D. Pecar

Philip D. Pecar Notary Public

My commission expires:

9-4-71



STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a notary public in and for said County and State, this day personally appeared JACK G. BRADGER and _____ and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

Philip D. Pecar

Philip D. Pecar Notary Public

My commission expires:

9-4-71



STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a notary public in and for said County and State, this day personally appeared ROBERT J. MEINERS and EILEEN V. MEINERS and acknowledged the execution of the foregoing Acceptance.

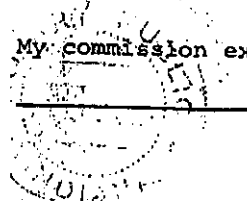
WITNESS my hand and Notarial Seal this 24th day of October, 1968.

Philip D. Pecar

Philip D. Pecar Notary Public

My commission expires:

9-4-71



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

Before me, a notary public in and for said County and State, this day personally appeared MILDRED WILLIAMS and _____ and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

Philip D. Pecar

Philip D. Pecar Notary Public

My commission expires:



9-4-71

STATE OF INDIANA)
COUNTY OF ~~HAMILTON~~)

SS:

Before me, a notary public in and for said County and State, this day personally appeared _____ and _____ and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this ~~24th~~ day of ~~October~~, 1968.

Philip D. Pecar

Notary Public

My commission expires:

~~9-4-71~~

CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

Before me, a notary public in and for said County and State, this day personally appeared WILLIAM W. DAVIDSON and ~~James W. Davidson~~ and acknowledged the execution of the foregoing Acceptance.

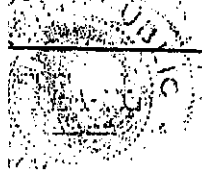
WITNESS my hand and Notarial Seal this 24th day of October, 1968.

Philip D. Pecar

Notary Public

My commission expires:

9-4-71



Philip D. Pecar

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

BOOK 110 PAGE 17

Before me, a notary public in and for said County and State, this day personally appeared ~~_____~~ and PATSY R. GASS and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October 1968.

Philip D. Pecar
Notary Public

My commission expires: 9-4-71

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a notary public in and for said County and State, this day personally appeared JULIA S. ENGLE and _____ and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October 1968.

Philip D. Pecar
Notary Public

My commission expires: 9-4-71

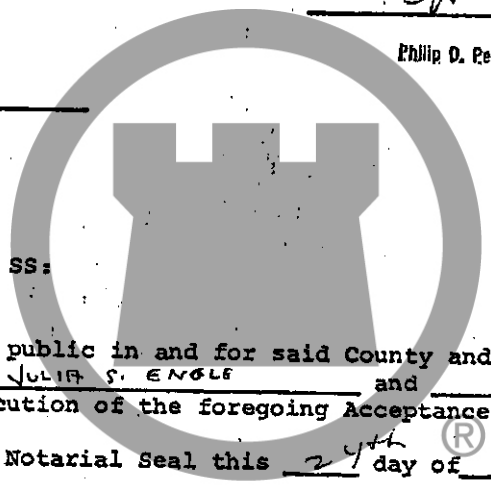
STATE OF INDIANA)
COUNTY OF ~~HAMILTON~~) SS:

Before me, a notary public in and for said County and State, this day personally appeared _____ and _____ and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this ~~_____~~ day of ~~_____~~ 1968.

~~Philip D. Pecar~~
Notary Public

My commission expires: ~~_____~~



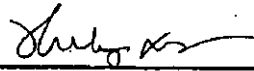
CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

BOOK 110 PAGE 18

Before me, a notary public in and for said County and State, this day personally appeared ELEANOR W. KAHN and ALEXANDER W. KAHN and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.



Philip D. Pecar Notary Public

My commission expires: 9-4-71

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a notary public in and for said County and State, this day personally appeared CHARLES F. HATHAWAY and MARTHA HATHAWAY and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.



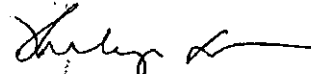
Philip D. Pecar Notary Public

My commission expires: 9-4-71

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a notary public in and for said County and State, this day personally appeared EUGENE O. BRIMM and ELIZABETH T. BRIMM and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.



Philip D. Pecar Notary Public

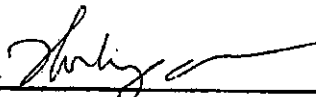
My commission expires: 9-4-71

STATE OF INDIANA)
)
) SS:
COUNTY OF HAMILTON)

BOOK 110 PAGE 19

Before me, a notary public in and for said County and State, this day personally appeared H. GILMORE BROWN and JEAN J. BROWN and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.



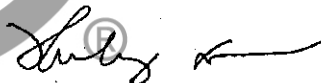
Notary Public
Philip D. Pecar

My commission expires: 09-4-71

STATE OF INDIANA)
)
) SS:
COUNTY OF HAMILTON)

Before me, a notary public in and for said County and State, this day personally appeared ORVAL M. GAINES and JOANN E. GAINES and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.



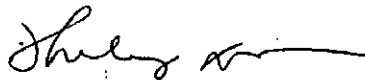
Notary Public
Philip D. Pecar

My Commission expires: 09-4-71

STATE OF INDIANA)
)
) SS:
COUNTY OF HAMILTON)

Before me, a notary public in and for said County and State, this day personally appeared EDWARD L. GRINNAN and HELEN V. GRINNAN and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.



Notary Public
Philip D. Pecar

My commission expires: 09-4-71

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

BOOK 110 PAGE 20

Before me, a notary public in and for said County and State, this day personally appeared HENRY E. WITSKEN, JR. and MARILYN WITSKEN and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October 1968.

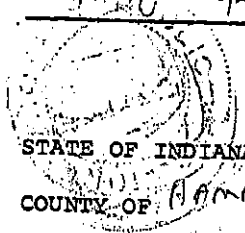
Philip D. Pecar

Notary Public

Philip D. Pecar

My commission expires:

9-4-71



STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a notary public in and for said County and State, this day personally appeared CAROL M. FORTUNE and WENDY M. FORTUNE and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October 1968.

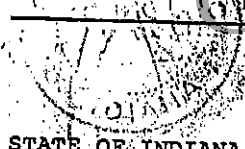
Philip D. Pecar

Notary Public

Philip D. Pecar

My commission expires:

9-4-71



STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a notary public in and for said County and State, this day personally appeared CARL FELLER and BARBARA FELLER and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October 1968.

Philip D. Pecar

Notary Public

Philip D. Pecar

My commission expires:

9-4-71



CHICAGO TITLE

STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

BOOK 110 PAGE 22

Before me, a notary public in and for said County and State, this day personally appeared PHILIP R. DUKE and MARCIA L. DUKE and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

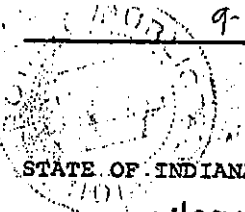
Philip D. Pecar

Philip D. Pecar

Notary Public

My commission expires:

9-4-71



STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

Before me, a notary public in and for said County and State, this day personally appeared JAY N. MUSSELMAN and DAVINA M. MUSSELMAN and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

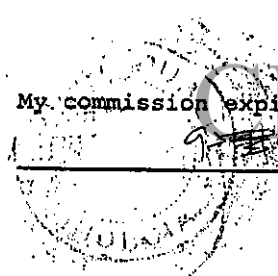
Philip D. Pecar

Philip D. Pecar

Notary Public

My commission expires:

9-4-71



STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

Before me, a notary public in and for said County and State, this day personally appeared HOWARD R. BRUNNER and SHIRLEY M. BRUNNER and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October, 1968.

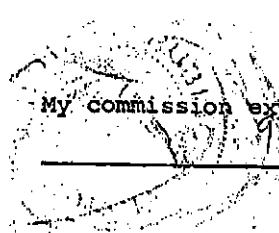
Philip D. Pecar

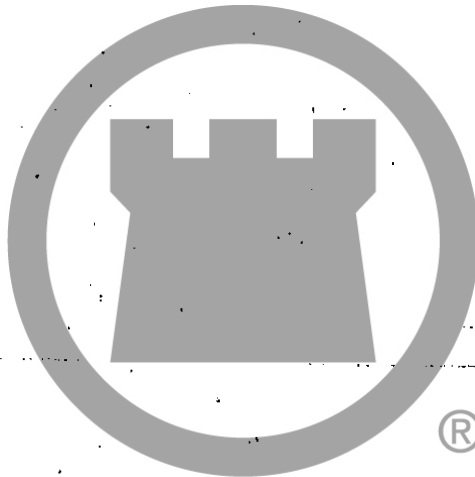
Philip D. Pecar

Notary Public

My commission expires:

9-4-71





®

STATE OF INDIANA)
COUNTY OF HAMILTON)

SS:

BOOK 110 PAGE 23

CHICAGO TITLE

Before me, a notary public in and for said County and State, this day personally appeared KATHLEEN A. FLEMING and RICHARD H. FLEMING and acknowledged the execution of the foregoing Acceptance.

WITNESS my hand and Notarial Seal this 24th day of October 1968.

This Instrument Recorded Nov. 29, 1968
CHARLOTTE E. HALL, RECORDER HAMILTON COUNTY, IND.

Philip D. Pecar
Notary Public



THIS INSTRUMENT WAS PREPARED BY
PHILIP D. PECAR, ATTORNEY AT LAW