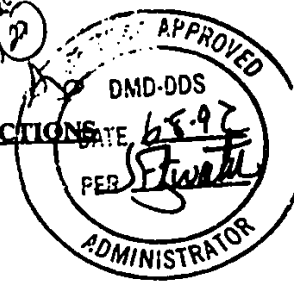


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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

RECORDED
JUN 8 10 15 AM 1992 JUN -8 11 9 51
PARC ESTATES



WAYNE TOWNSHIP
ASSESSOR
PLAT APPROVED
Date: June 5, 1992
By: Charles R. Spears
CHARLES R. SPEARS
ASSESSOR

THIS DECLARATION is made this 27th day of MAY, 1992, by J&M DEVELOPMENT COMPANY, an Indiana Corporation ("Developer").
IAC.

RECITALS

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto and made a part hereof (the "Initial Real Estate").
2. Developer has subdivided the Initial Real Estate into residential lots as generally shown on the plat for Parc Estates, Section 1, as recorded in the office of the Recorder of Marion County, Indiana ("Plat").
3. In addition to those covenants and restrictions contained on the Plat ("Plat Covenants"), Developer desires to subject the Initial Real Estate to certain other rights, privileges, covenants, conditions, restrictions, easements, assessments, charges and liens for the purpose of preserving and protecting the value and desirability of the Initial Real Estate for the benefit of each owner of all or any part thereof.
4. Developer further desires to create an organization to which shall be delegated and assigned the powers of maintaining and administering the common areas and certain other areas of the Initial Real Estate, administering and enforcing the covenants and restrictions contained in this Declaration and Plat Covenants, and collecting and disbursing the assessments and charges as herein provided.
5. Developer may from time to time subject additional real estate located within tracts adjacent to the Initial Real Estate, as more particularly described in Exhibit B attached hereto and made a part hereof, to the provisions of this Declaration (the Initial Real Estate, together with any such additions, as and when the same becomes subject to the provisions of this Declaration as herein provided, is hereinafter referred to as the "Real Estate").

NOW, THEREFORE, Developer hereby declares that the Initial Real Estate, together with any additions as and when the same become subject to this Declaration as hereinafter provided, is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens, which shall run with the Initial Real Estate and shall be binding upon, and inure to the benefit of, Developer and any other person or entity hereafter acquiring or having any right, title or interest in the Initial Real Estate, of any part thereof.

DECLARATION

ARTICLE I.

DEFINITIONS

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

1.1. "Association" means Parc Estates Homeowners' Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, its successors and assigns.

1.2. "Committee" means the Parc Estates Architectural Control Committee established pursuant to Article VI, paragraph 6.1, of this Declaration for the purposes herein stated.

1.3. "Common Areas" means the portions of the Real Estate designated on the Plat and on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana as "Common Area".

1.4. "Common Area Lot" means those Lots which abut or adjoin a Common Area.

1.5. "Common Area Lot Owners" means those Owners who own a Common Area Lot.

1.6. "Common Area Maintenance Expenses" means the costs and expenses of and in connection with the performance of the responsibilities and duties of the Association to maintain the Common Areas, exclusive of the costs or expenses incurred in insuring the Common Areas, as such responsibilities and duties are enumerated herein, in the Plat Covenants and in the subdivision plat covenants and restrictions contained on any other subdivision plat of the Real Estate now or hereafter recorded in the office the Recorder of Marion County, Indiana.

1.7. "Common Expenses" means (i) expenses of administration of the Association; (ii) except Common Area Maintenance Expenses, expenses of and in connection with the performance of the responsibilities and duties of the Association, including without limitation all costs and expenses incurred in obtaining and maintaining insurance for the Association, as such responsibilities and duties are enumerated herein, in the Plat Covenants and in the subdivision plat covenants and restrictions contained on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana; (iii) all sums lawfully assessed against the Owners by the Association; and (iv) all sums declared by this Declaration to be Common Expenses.

1.8. "Developer" means J&M Development Company, Inc., an Indiana Corporation, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Developer hereunder, including, without limitation, any mortgagee

acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Developer.

1.9. "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Developer no longer owns any Lot within or upon the Real Estate.

1.10. "Drainage and Utility Easement (D.&U.E.)" means the portions of the Real Estate designated on the Plat and on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the recorder of Marion County, Indiana as Drainage and Utility Easement (D.&U.E.).

1.11. "Drainage, Utility & Sanitary Sewer Easement (D.U.&S.S.E.)" means the portions of the Real Estate designated on the Plat and on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, as Drainage Utility & Sanitary Sewer Easement (D.U.&S.S.E.).

1.12. "Lot" means a numbered parcel of land shown and identified as a lot on the Plat and on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.13. "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

1.14. "Nonaffiliated Owner" means any "Owner" other than Developer, or any entity or person related to Developer or its principal shareholders.

1.15. "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner, as used herein, shall include Developer so long as Developer shall own any Lot.

1.16. "Public Street" means the portions of the Real Estate designated on the Plat and on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana as "R/W".

ARTICLE II.

NAME

The name by which the Real Estate shall be known is "Parc Estates".

ARTICLE III.

APPLICATION

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

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title thereto or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such Lot, or (ii) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of Developer and the Association provided for by this Declaration, and for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with Developer and the Owners from time to time of the Lots, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE IV.

COMMON AREAS

4.1. Easement to Owners. Developer hereby creates and grants a non-exclusive easement in favor of each Owner for the visual and aesthetic enjoyment of the Common Areas which shall run with and be appurtenant to each Lot, subject to the following provisions:

(i) the right of the Association to suspend the voting rights and right to the use and/or enjoyment of any Common Areas by an Owner for any period not to exceed sixty (60) days for any material infraction of its published rules and regulations;

(ii) the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be set forth in the instrument of dedication or transfer, upon the approval of two-thirds (2/3) of the members of the Association;

(iii) the rights of the Developer as provided in this Declaration and in the Plat and any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana;

(iv) the terms and provisions of this Declaration and the terms and provisions of the Plat Covenants and all amendments thereto; and

(v) the easements reserved elsewhere in this Declaration and in the Plat and in any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana.

4.2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association and any reasonable and nondiscriminatory rules and regulations promulgated from time to time by the Association, his right of enjoyment of the Common Areas to his family members, his tenants or contract purchasers who reside on the Lot.

4.3. Conveyance of Common Areas. Upon final completion of the Common Areas, Developer shall convey all of its right, title and interest in and to such areas to the Association by quitclaim deed, and such areas shall then be the property of the Association.

ARTICLE V.

ASSOCIATION

5.1. Membership. Each Owner shall, automatically upon becoming an Owner, be a member of the Association and shall remain a member of the Association until such time as his ownership of a Lot ceases, at which time his membership will terminate and the new Owner of his Lot shall be a member of the Association.

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

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

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

5.3. Applicable Date. As used herein, the term "Applicable Date" shall mean the date which is the earlier of (a) the end of the Development Period; or (b) December 31, 1997.

5.4. Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest

in such Lot shall determine among themselves, but in no event shall more than one (1) vote (in the case of Class A membership) be cast with respect to such Lot.

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

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

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

(i) Installation, maintenance, repair and replacement of such fences, walls, foliage, landscaping, signs, sign illumination, street lights and other improvements in and upon (a) the "Sign and Landscape Easement", as designated on the Plat, and (b) the Common Areas, as the Association deems necessary or appropriate and maintenance of the Sign and Landscape Easement and Common Areas and any installation thereon in a clean and attractive condition and in good repair.

(ii) Management and control of retention in and upon the Common Areas and easement areas (shown and identified as such on the Plat and any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana) for maintenance of the same in a clean, attractive and sanitary condition; installation and replacement of such improvements in and upon said Common Areas and easements as the Association deems necessary or appropriate; and maintenance of any such improvements installed by Developer or the Association in good condition and repair. Without limiting the generality of the foregoing, such maintenance obligations shall include maintenance to protect the Common Areas from erosion, algae control and maintenance of levels, if applicable. It is intended that such actions shall be taken in accordance with recommendations regarding the same from applicable governmental agencies having jurisdiction, but nothing herein shall constitute an undertaking or duty to exceed the requirements of applicable law.

(iii) Maintenance, repair and replacement, if necessary, of a drainage system in and upon the easements which are shown and identified, in one manner or another, as drainage easements on the Plat and on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, as the Association deems necessary or appropriate, subject, however, to (i) the rights, obligations and/or responsibilities of the Indianapolis Department of Public Works to maintain such drainage system and to enforce compliance with applicable codes, ordinances, rules and regulations, and (ii) the obligations of the Owner of a Lot subject to such drainage easements to (a) keep the portion of the

easements on his Lot free from obstructions so that the surface water drainage will be unimpeded, and (b) to comply with all applicable codes, ordinances, rules and regulations relating to such drainage easements.

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

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

(vi) Assessment and collection from the Owners of Regular or Special Assessments, sufficient in amount to pay the Common Expenses.

(vii) Assessment and collection from the Common Area Lot Owners of Common Area Maintenance Assessments sufficient in amount to pay the Common Area Maintenance Expenses.

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

(ix) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration or the Plat Covenants) governing the use and/or enjoyment of the Common Areas by the Owners of Lots, and the management and administration of the Association, as the Association deems necessary or advisable, and enforcement of the same. As part of such rules and regulations, the Association may provide for reasonable interest and late charges on past due installments of any Regular or Special Assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

(x) Replacement and maintenance of any street identification signs within and upon the Real Estate designated as street signs, except to the extent the same is the responsibility of any governmental agency or subdivision.

(xi) Procuring and maintaining for the benefit of the Association, its Board of Directors, Developer, and the Owners, a general liability insurance policy in an amount not less than Three Million Dollars (\$3,000,000.00) providing coverage for injury to person or property arising on, in or about the Common Areas, and the easement areas.

(xii) Ensuring compliance with each and every commitment set forth in that certain "Commitments Concerning the Use and Development of Real Estate made in Connection with Rezoning of Property", recorded January 8, 1991, as Instrument No. 91-2173 in the office of the Recorder of Marion County, Indiana.

(xiii) Actively maintaining the water quality, safety, taste, and odor of any surface water discharging into and out of the storm water retention system servicing the Real Estate. Any special water treatment required as a result of water pollution or a general decrease in the quality of the raw water resources and water system of the Civil Town of Speedway, Indiana due to the discharge from the storm water retention system servicing the Real Estate shall be the responsibility of the Association.

5.8. Compensation. No Director of the Association shall receive compensation for his services as such Director, except to the extent expressly authorized by a two-thirds (2/3) vote of the Owners.

5.9. Non-Liability of Directors and Officers. The Directors and Officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as Directors or Officers of the Association, except for their own individual willful misconduct or gross negligence. The Association shall indemnify and hold harmless and defend each person, his heirs, assigns or legal representatives, who is or was a Director or Officer of the Association against any and all liability to any person, firm or corporation arising out of contracts made by or at the direction of the Board of Directors (or the managing agent, if any) of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and Officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

5.10. Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives (collectively, the "Indemnitee"), made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or Officer of the Association, against all costs and expenses, including attorneys' fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except (unless otherwise specifically provided herein) in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director or Officer was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action or suit of proceeding against an Indemnitee, no Director or Officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director or Officer relied on the books and records of the Association or statements or advice made by or prepared by the managing agent of the Association (if any) or any officer or employee of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such Director or Officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for gross negligence or willful misconduct by virtue of the fact that he failed or

neglected to attend a meeting or meetings of the Board of Directors of the Association. The costs and expenses incurred by an Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification as provided in this paragraph 5.10.

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

ARTICLE VI.

PARC ESTATES ARCHITECTURAL CONTROL COMMITTEE

6.1. Creation. There shall be, and hereby is, created and established the Parc Estates Architectural Control Committee to perform the functions provided for herein. Until the Applicable Date, the Committee shall consist of three (3) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the Applicable Date, the Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association.

6.2. Purposes and Powers of Committee. The Committee shall regulate the external design, appearance and location of residences, buildings, structures or other improvements placed on any Lot, and the installation and removal of landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each Owner and to maintain a harmonious relationship among structures and the natural vegetation, ecology and topography.

(i) In General. No residence, building, structure or improvement of any type or kind shall be constructed or placed on any Lot without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the Lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly

and clearly designated. Such plans and specifications shall set forth the composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. When required by the Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for the Building Permit shall bear the stamp or signature of the committee acknowledging the approval thereof.

(ii) Power of Disapproval. The Committee may refuse to grant permission to construct, place or make the requested improvement, when:

(a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this Declaration or the Plat or any other subdivision plat of the Real Estate recorded in the office of the Recorder of Marion County, Indiana;

(b) The design of a proposed improvement is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or

(c) The proposed improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of any other Owner.

(iii) Rules and Regulations. The Committee may, from time to time, make, amend and modify such additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in this Declaration or the Plat or any other subdivision plat of the Real Estate recorded in the office of the Recorder of Marion County, Indiana, as long as the same are not inconsistent with this Declaration or such subdivision plat(s).

6.3. Duties of Committee. The Committee shall approve or disapprove proposed construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One (1) copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval.

6.4. Liability of Committee. Neither the Committee, Developer, the Association nor any agent of any of the foregoing shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

6.5. Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI. However, no such inspection, or failure to inspect, by the Committee shall result in any liability

on the part of the Committee, nor shall the Owner be relieved of any obligation to painting, construction or improvements in accordance with the approved plans therefor.

6.6. Nonapplication to Developer. Notwithstanding the provisions of this Article VI or any other provisions of this Declaration requiring the approval of the Committee, Developer and any entity related to Developer shall not be required to apply for or secure the approval of the Committee in connection with any construction or installation by Developer, or any affiliate of Developer of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Real Estate.

ARTICLE VII.

ASSESSMENTS

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

7.2. Purpose of Assessments. The Regular or Special Assessments levied by the Association shall be used exclusively (i) to promote the health, safety and welfare of the residents occupying the Real Estate, (ii) for the improvement, maintenance and repair of the Sign and Landscape Easement shown and identified as such on the Plat and on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, (iii) for the performance of the responsibilities and duties of the Association,

including without limitation obtaining and maintaining the insurance policies and coverages as required herein, and (iv) for such other purposes as are specifically or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain. The Common Area Maintenance Assessments levied by the Association against the Common Area Lot Owners and the Common Area Lots shall be used exclusively for the improvement, maintenance and repair of the Common Areas shown and identified as such on the Plat and on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, and for the performance of the responsibilities and duties of the Association relating thereto.

7.3. Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix, from time to time, the Regular Assessment against each Lot (including Common Areas Lots) at any amount not in excess of the maximum Regular Assessment hereinafter provided.

(i) Until January 1, 1995, the maximum Regular Assessment on any Lot shall not exceed TEN Dollars (\$ 10.00) per month; and

(ii) From and after January 1, 1995, the maximum Regular Assessment on a Lot may not be increased by more than fifteen percent (15%) above the annual Regular Assessment for the previous calendar year without the approval of two-thirds (2/3) of those members of the Association who cast votes in person or in proxy at a meeting of the members of the Association duly called for such purpose.

7.4. Special Assessments. In addition to regular Assessments, the Association, may make Special Assessments against each Lot (including Common Area Lots) for the purpose of reconstructing, repairing or replacing any capital improvement which the Association is required to maintain. In addition, the Association may make Special Assessments to recover any operating deficits which the Association may from time to time incur.

7.5. Common Area Maintenance Assessments. In addition to Regular Assessments and Special Assessments, the Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix, from time to time, the Common Area Maintenance Assessment against each Common Area Lot at any amount not in excess of the maximum Common Area Maintenance Assessment hereinafter provided.

(i) Until January 1, 1995, the maximum Common Area Maintenance Assessment on any Common Area Lot shall not exceed TEN Dollars (\$ 10.00) per month; and

(ii) From and after January 1, 1995, the maximum Common Area Maintenance Assessment on a Common Area Lot may not be increased by more than fifteen percent (15%) above the annual Common Area Maintenance Assessment for the previous calendar year without the approval of two-thirds (2/3) of the Common Area Lot Owners who cast votes in person or in proxy at a meeting duly called for such purpose.

7.6. Uniform Rate of Assessment. The Regular Assessments, Special Assessments and Common Area Maintenance Assessments levied by the Association shall be uniform for all Lots and Common Area Lots, as applicable, except that all of the provisions of this Declaration notwithstanding, Developer shall not be liable for the payment of Regular Assessments, Special Assessments and Common Area Maintenance Assessments.

7.7. Date of Commencement of Regular Assessments and Common Area Maintenance Assessments: Due Dates. The Regular Assessment and the Common Area Maintenance Assessment shall commence as to each Lot and/or Common Area Lot, as applicable, on the first day of the first calendar month following the first conveyance of such Lot or Common Area Lot to a Nonaffiliated Owner.

The Board of Directors of the Association shall fix the amount of the Regular Assessment and the Common Area Maintenance Assessment on an annual basis for the upcoming calendar year no later than the first day of December of the then current year. Written notice of the assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

7.8. Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Regular Assessments, Special Assessments and Common Area Maintenance Assessments, as applicable, or from contributing toward the Common Expenses and/or the Common Area Maintenance Expenses, as applicable, and toward any other expense lawfully agreed upon, by abandonment of the Lot belonging to him. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment on the Owner's Lot may be filed and foreclosed by the Board of Directors of the Association for and on behalf of the Association in the same manner as a mortgage on real property or as otherwise provided by law. Upon the failure of any Owner to make timely payments of any assessment (or a periodic installment of an assessment, if applicable) when due, the Board may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable for the payment to the Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association may, at its option, bring a suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and

interest at a rate of twelve percent (12%) per annum from the date such assessments were due, until paid.

(ii) Notwithstanding anything contained in this paragraph 7.8 or elsewhere in this Declaration, any sale, or transfer of a Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor.

ARTICLE VIII.

INSURANCE

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

8.2. Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of Three Million Dollars (\$3,000,000.00) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and easement areas (shown and identified as such upon the Plat and on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana) and shall insure Developer, the Association, its Board of Directors, officers, agents and employees of any of the foregoing with respect to the Real Estate, all Owners and all other persons entitled to occupy any Lot. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association, Developer or other Owners.

8.3. Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workmen's

compensation and occupational disease insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance.

ARTICLE IX.

MAINTENANCE AND DECORATION

9.1. Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. In the event the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by a unanimous vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be an additional assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

9.2. Additional Restrictions Concerning Residences and Other Structures.

(i) Existing or newly planted trees on any Lot shall not be removed by an Owner, after commencement of his occupancy, without the prior written approval of the Committee; provided, however, that nothing herein shall prevent the removal of trees by Developer, or any affiliate of Developer, during the development of the Real Estate and during the construction by Developer, or any affiliate of Developer, of a residence of accessory building on any Lot; and

(iii) In order to preserve the aesthetic appearance of the Real Estate, any mailbox must be approved by the Committee as to size, location, height or appearance before it is installed.

ARTICLE X.

MORTGAGES

10.1. Notice to Association. Any Mortgagee who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of such Mortgagee. A record of such mortgage and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown

in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

10.2. Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and defaults of the Owner of such Lot, if any, in the performance of such Owner's obligation under this Declaration or any other applicable documents, which defaults have not been cured within sixty (60) days.

ARTICLE XI.

AMENDMENT

11.1. By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration, the Plat Covenants and the subdivision plat covenants and restrictions contained on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, shall be proposed and adopted in the following manner.

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

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by any Owner who is in good standing with the Association. An Owner shall be deemed in good standing if he has paid all assessments that are then due and payable.

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

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a two-thirds (2/3) majority vote of all Owners; provided however, that any such amendment shall require the prior written approval of Developer so long as Developer or any entity related to Developer owns any Lots within and upon the Real Estate. In the event any Lot is subject to a first mortgage, each Mortgagee shall be notified of the meeting and the proposed amendment in the manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.1.

(v) Special Amendments. No amendment shall be adopted which changes any provision of this Declaration, the Plat Covenants or the subdivision plat covenants and restrictions contained on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 402.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, without the approval of all Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 10.1.

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

11.2. By Developer. Developer hereby reserves the right, so long as it, or any entity related to Developer, owns any Lot within and upon the Real Estate, to make such amendments to this Declaration, the Plat Covenants and the subdivision plat covenants and restrictions contained on any subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, as may be deemed necessary or appropriate by Developer in its sole discretion, without the approval of any other person or entity; provided that Developer shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagee, nor which substantially increases the obligations imposed by this Declaration on any Owner.

11.3. Recording. Each amendment to the Declaration, the Plat Covenants and the subdivision plat covenants and restrictions contained on any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, shall be executed by Developer only in any case where Developer has the right to make such amendment without any further consent or approval, and otherwise by the President or Vice President and Secretary of the Association; provided, that any amendment requiring the consent of Developer shall contain Developer's written consent. To the extent that any amendments concern or affect development standards or other matters within the scope of authority of the City of Indianapolis Department of Metropolitan Development ("DMD"), such amendments must be reviewed by DMD prior to being recorded. All amendments shall be recorded in the office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE XII.

GENERAL PROVISIONS

12.1. Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration, the Plat or in any other subdivision plat of all or any part of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, shall be grounds for an action by Developer, the Association, any Owner, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that neither Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out any such covenants, conditions or restrictions.

12.2. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions provided in this Declaration or in any subdivision plat of all or any part of the Real Estate shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

12.3. Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons claiming under them, until twenty (20) years after the date of recording hereof, and thereafter said covenants and restrictions shall be automatically extended for successive periods of the ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then Owners of Lots within and upon the Real Estate, it is agreed that this Declaration shall terminate in its entirety. In the event the Association shall vote to terminate this Declaration as provided above, the Secretary of the Association shall cause to be recorded in the Office of the Recorder of Marion County a copy of the adopting resolution and the original signatures thereto of the majority of the Owners voting to terminate.

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

12.5. Titles. The underlined titles preceding the various paragraphs and subparagraphs of this Declaration are for the convenience of reference only, and none of them shall be used as an aid to the construction of any provisions of this Declaration. Wherever and whenever

applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

12.6. Applicable Law. This Declaration shall be governed, interpreted, construed and regulated by the laws of the State of Indiana.

12.7. Annexation. At any time prior to January 31, 1999, additional land within the tracts described in the attached Exhibit B may be annexed by Developer to the Real Estate (and from and after such annexation shall be deemed a part thereof for all purposes of this Declaration) by execution and recordation in the office of the Recorder of Marion County, Indiana, of a supplemental declaration by Developer; and such action shall require no approvals or action of the Owners. Subject to the provisions of paragraph 12.8 hereof, additional residential property may be annexed to the Real Estate with the consent of two-thirds (2/3) of the members of the Association by the President or Vice President and Secretary of the Association of a declaration applicable to the annexed Real Estate which incorporates therein the terms of this Declaration, as the same may be amended from time to time.

12.8. Sales Offices and Models. Notwithstanding anything to the contrary contained in this Declaration, the Plat or any other subdivision plat of the Real Estate now or hereafter recorded in the office of the Recorder of Marion County, Indiana, Developer, and any affiliate of the Developer, during the Development Period, shall be entitled to construct, install, erect and maintain such facilities upon any portion of the Real Estate owned by Developer as, in the sole opinion of Developer, may be reasonably required or convenient or incidental to the development of the Real Estate and the sale of Lots and the construction of residences thereon. Such facilities may include, without limitation, storage areas, parking areas, signs, model residences, construction offices and sales offices.

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

J&M DEVELOPMENT COMPANY, INC.

By: 
Joseph F. Sexton, Chairman of the Board

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Joseph F. Sexton, the Chairman of the Board, of J&M Development Company, Inc., an Indiana

corporation, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Parc Estates for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 27TH day of MAY, 1992.



Signature Glenn E Christian

Printed GLENN E. CHRISTIAN
NOTARY PUBLIC

My Commission Expires:

APRIL 30, 1994

County of Residence:

HAMILTON

This instrument was prepared by Robert G. Evans, Attorney at Law, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282; Telephone: (317) 236-2490.

DUR/Csl
KOB/aa

LEGAL DESCRIPTION

A part of the Northeast Quarter of Section 35, Township 16 North, Range 2 East, Wayne Township, Marion County, Indiana, being more particularly described as follows:

Beginning at the Northwest corner of said Northeast Quarter; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) along the North line of said Northeast Quarter a distance of 400.36 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 25.00 feet to the South right-of-way line of West 21st Street per Indiana State Highway plans for "I Project No. 465-4 (16), Fiscal Year 1959", the following three (3) courses are along said right-of-way line; (1) thence South 82 degrees 12 minutes 19 seconds East a distance of 216.26 feet; thence South 89 degrees 30 minutes 47 seconds East a distance of 300.00 feet; thence South 82 degrees 44 minutes 17 seconds East a distance of 506.98 feet to a point on the West right-of-way line of Interstate Highway 465 per Indiana State Highway plans for "I Project No. 465-4 (16) Fiscal Year 1959", the following two (2) courses are along said right-of-way line, said point also being on a curve to the left having a central angle of 01 degrees 23 minutes 42 seconds and a radius of 7,162.02 feet; (1) thence southeasterly along said curve an arc distance of 174.38 feet (said arc being subtended by a chord having a bearing of South 19 degrees 30 minutes 58 seconds East and a length of 174.36 feet); (2) thence South 19 degrees 30 minutes 58 seconds East non-tangent to last described curve a distance of 599.40 feet; thence South 84 degrees 04 minutes 16 seconds West 286.67 feet; thence South 83 degrees 30 minutes 00 seconds West 170.00 feet; thence North 06 degrees 30 minutes 00 seconds West 19.29 feet; thence South 83 degrees 30 minutes 00 seconds West 175.07 feet; thence North 24 degrees 19 minutes 48 seconds West 13.18 feet; thence North 57 degrees 46 minutes 19 seconds West 97.68 feet; thence North 17 degrees 11 minutes 16 seconds West 177.93 feet; thence South 57 degrees 24 minutes 18 seconds West 144.66 feet; thence South 66 degrees 44 minutes 21 seconds West 50.82 feet; thence South 55 degrees 18 minutes 19 seconds West 131.89 feet; thence North 49 degrees 22 minutes 01 seconds West 283.49 feet; thence North 36 degrees 07 minutes 08 seconds West 143.82 feet; thence North 00 degrees 00 minutes 00 seconds East 123.85 feet; thence North 83 degrees 30 minutes 00 seconds West 144.16 feet; thence North 82 degrees 13 minutes 25 seconds West 50.16 feet; thence North 84 degrees 29 minutes 01 seconds West 140.16 feet to the West line of said Quarter Section; thence North 00 degrees 37 minutes 42 seconds East along said West line 377.60 feet to the place of beginning, containing 23.493 acres, more or less, subject to all legal highways, rights-of-ways, easements and restrictions of record.

EXHIBIT "A"

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(WAB-R)(DDO-F)

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LAND DESCRIPTION

A part of the Northeast Quarter of Section 35, Township 16 North, Range 2 East, Wayne Township, Marion County, Indiana, being more particularly described as follows:

Beginning at the Northwest corner of said Northeast Quarter; thence North 90 degrees 00 minutes 00 seconds East (assumed bearing) along the North line of said Northeast Quarter a distance of 400.36 feet; thence South 00 degrees 00 minutes 00 seconds East a distance of 25.00 feet to the South right-of-way line of West 21st Street per Indiana State Highway plans for "I Project No. 465-4 (16), Fiscal Year 1959", the following three (3) courses are along said right-of-way line; (1) thence South 82 degrees 12 minutes 19 seconds East a distance of 216.26 feet; thence South 89 degrees 30 minutes 47 seconds East a distance of 300.00 feet; thence South 82 degrees 44 minutes 17 seconds East a distance of 506.98 feet to a point on the West right-of-way line of Interstate Highway 465 per Indiana State Highway plans for "I Project No. 465-4 (16) Fiscal Year 1959", the following six (6) courses are along said right-of-way line, said point also being on a curve to the left having a central angle of 01 degrees 23 minutes 42 seconds and a radius of 7,162.02 feet; (1) thence southeasterly along said curve an arc distance of 174.37 feet (said arc being subtended by a chord having a bearing of South 19 degrees 30 minutes 58 seconds East and a length of 174.36 feet); (2) thence South 19 degrees 30 minutes 58 seconds East non-tangent to last described curve a distance of 599.40 feet; (3) thence South 17 degrees 16 minutes 13 seconds East a distance of 393.00 feet to the beginning of a curve to the right having a central angle of 04 degrees 02 minutes 55 seconds and a radius of 8,469.51 feet; (4) thence southeasterly along said curve an arc distance of 598.45 feet (said arc being subtended by a chord having a bearing of South 17 degrees 29 minutes 30 seconds East and a length of 598.33 feet); (5) thence South 12 degrees 31 minutes 45 seconds East non-tangent to last described curve a distance of 295.61 feet to the beginning of a curve to the right having a central angle of 01 degrees 03 minutes 28 seconds and a radius of 8,459.51 feet; (6) thence southerly along said curve an arch distance of 156.16 feet (said arc being subtended by a chord having a bearing of South 12 degrees 56 minutes 19 seconds East and a length of 156.16 feet) to the North right-of-way line of the Baltimore & Ohio Railroad; thence North 74 degrees 41 minutes 43 seconds West along said North right-of-way line a distance of 2,166.73 feet to the West line of said Northeast Quarter; thence North 00 degrees 37 minutes 41 seconds East along said West line a distance of 1,665.17 feet to the POINT OF BEGINNING. Containing 75.2081 acres, subject to all legal highways, rights-of-way, easements and restrictions of record.

EXHIBIT "B"

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8/29/90

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