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DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

BEAUMONT ON THE GREEN

SECTION I

FILED

(73) MAR 24 1981

HARRISON COUNTY AUDITOR

THIS DECLARATION, made on the date hereinafter set forth by BEAUMONT ON THE GREEN, INC., an Indiana for-profit-corporation, (hereinafter called "Declarant"), whose principal business address is located at 5150 Plantation Drive, Indianapolis, Indiana.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in Indianapolis, County of Marion, State of Indiana, which is more particularly described on Exhibit "A" (subject to certain Easements for utilities servicing the property) attached hereto and made a part hereof. The real estate described on Exhibit "A" is hereinafter called Beaumont on the Green or "Properties", and

WHEREAS, Declarant intends to develop the Properties by subdividing the predominant portion of the Properties into "Lots" that are to be used for residential purposes as well as, common area real estate that is owned by a homeowners association to which the owner of a Dwelling must belong and pay lien-supported maintenance assessments, and

WHEREAS, the Declarant by this Declaration intends to subdivide a certain portion of the Properties into "Lots" for construction residential Dwellings, and

WHEREAS, at the time of the conveyance of a Dwelling on a lot to an Owner, the Declarant intends to make available the Common Amenities on the Properties, if any, as they are built, and at the time of completed development, the entire Properties described in Exhibit "A", excluding the Lots and dedicated streets, if any, shall be conveyed without cost or charge to the Association.

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NOW, THEREFORE, the Declarant hereby declares that all of the platted Lots and lands located within the Properties as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Covenants, Conditions and Restrictions, all of which are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Properties as a whole and of each of said Lots to be platted therein. All of the restrictions shall run with the land and shall be binding upon the Declarant and upon the parties having or acquiring any right, title or interest, legal or equitable in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Declarant and every one of the Declarant's successors in title to any real estate in the Properties. The Declarant specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Declarant of a particular Lot or tract within the Properties as shown on Exhibit "A", to exclude any real estate so provided, however, that the Declarant may not plat and therefore include more than a maximum of 9 residential Lots , each Lot containing 1 two-family Building within the lands shown on Exhibit "A".

ARTICLE I

DEFINITIONS

Section 1. "Declarant" shall mean and refer to HAROLD E. YOUNG, JR., his successors and assigns as a Declarant.

Section 2. "Association" shall mean and refer to BEAUMONT ON THE GREEN HOMEOWNERS ASSOCIATION, INC., to be formed as a not-for-profit corporation, its successors and assigns.

Section 3. "Owner" shall mean and refer to the record owner, including Declarant, whether one or more persons or entities, of a fee simple title to any Dwelling located within the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 4. "Properties" shall mean and refer to the certain real estate described on Exhibit "A".

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Section 5. "Lot" shall mean and refer to any plat of land designated as such upon a recorded subdivision map of the Properties upon which a Building containing two attached Dwellings have been or are to be constructed. The Declarant has planned nine (9) Lots on the Properties. Each Lot shall contain one (1) two-family attached residential Building, each side with a two-car garage, attached or detached. Each Dwelling shall contain an area which exceeds the exterior face of the foundation wall dimensions of the structure; and shall include the Dwelling's side of one-half (1/2) of any party wall dividing a Dwelling structure from any other Dwelling structure on that same Lot.

Section 6. "Dwelling" shall mean and refer to each of the two individual family living units within a Building and portion of a Lot conveyed to an Owner at the time of closing.

Section 7. "Common Area" shall mean all the real estate (including retention ponds, undedicated streets and other improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

ARTICLE II

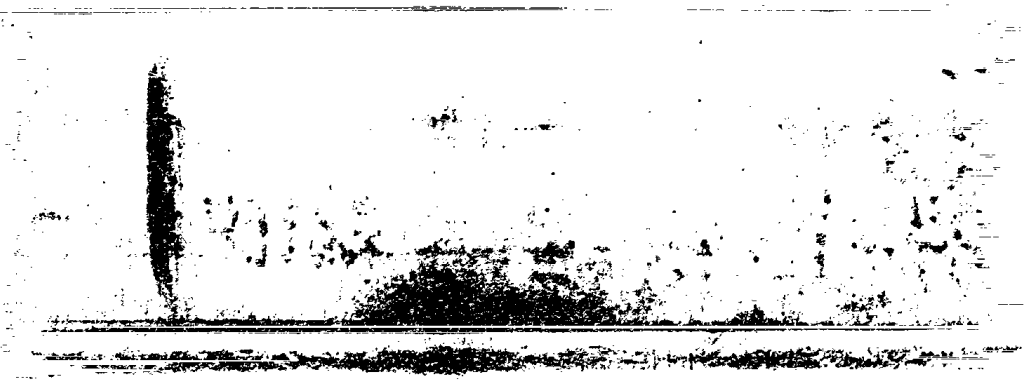
PROPERTY RIGHTS IN COMMON AREA

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

a) The right of the Association to suspend the voting rights and right to the use of the Common Area by an Owner for any period during which any assessment against his Dwelling remains unpaid; and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each Class Members, agreeing to such dedication or transfer, has been recorded.

c) The right of the Association or Declarant to place reasonable restrictions upon the use of the Common Area beneficial to all Owners.



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

Section 3. Title to Common Area. The Declarant shall convey all Common Area to the Association in fee simple absolute no later than the time of the final platting of all Lots on the Properties. Declarant reserves the right to make such conveyance in whole or in part at any time prior to the final platting of all Lots. Any such conveyance shall be subject to taxes for the year of conveyance, and to restrictions, conditions, limitations and easements of record.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Homeowners Association. There is hereby created a not-for-profit Homeowners Association, known as the Beaumont on the Green Homeowners Association, Inc., which shall be responsible for the maintenance upon the Common Area and upon each Lot as more specifically set forth in these Articles.

Section 2. Membership of Association. Every Owner of a Lot or Dwelling which is subject to assessment, and defined in Article IV, Section 1, shall be a member of the Association. For the purposes of determining classes of membership, a Class A Member shall be the Owner of any conveyed Dwelling, and a Class B Member shall be the Declarant.

Section 3. Classes of Membership. The Association shall have two (2) classes of Membership.

a) Class A. Every person, group of persons or entity which is a record Owner of a fee interest in any Dwelling or Owner of a portion of a Lot upon which a residence has not yet been erected within the Property, shall automatically be a Class A Member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class A Membership shall be appurtenant to and may not be separated from ownership of any Dwelling or Lot portion upon which a residence has not been constructed which is subject to assessment. Class A Members shall be entitled to one (1) vote for each Dwelling or Lot portion in which they hold the interest required for membership. In the event that more than one person, group of persons or entity is the record Owner of a fee interest in any Dwelling or Lot portion, then the vote for the membership

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appurtenant to such Dwelling portion shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Dwelling. In the event agreement is not reached, the vote attributable to such Dwelling shall not be cast.

b) Class B. The Class B Member shall be the Declarant and shall be entitled to three (3) votes for each platted and unplatted Lot owned. For purposes of determining voting rights and duties, it shall be assumed there is a total of nine (9) platted and unplatted Lots within the Properties and Declarant shall have the automatic right to plat and record Sections, not to contain in excess of nine (9) Lots without the consent or approval of the Association or any other person, firm or corporation. If Declarant has conveyed a portion of a Lot to an Owner, Declarant shall be entitled to 1 1/2 votes for the remaining unconveyed portion. The Class B Membership shall cease and be converted to a Class A Membership on the happening of either of the following events, whichever occurs earlier:

i) Whenever the total votes outstanding of Class A Membership equal the total votes outstanding in Class B Membership, or

ii) Ten (10) years from the recording date of this Declaration, in the event all the lots have not been conveyed or the Class B Memberships have not been surrendered by the then holders thereof for cancellation on the books of the Association.

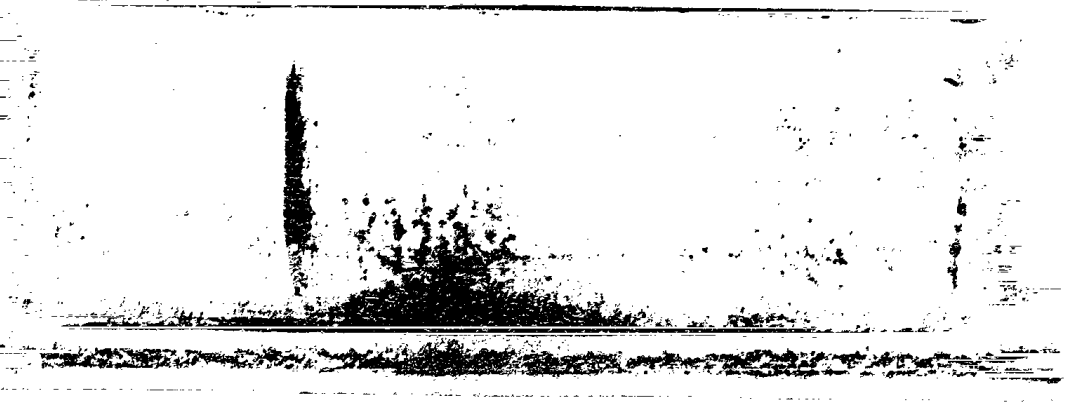
ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

CLASS A & CLASS B MEMBERS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot or Dwelling by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be establisned and collected as hereinafter provided.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Area and facilities, which funds



shall be used for those purposes and not for usual and ordinary repair expenses of the Common Area and facilities. This fund for capital expenditures shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in the county in which the Association is established. That portion of the assessment allocable to the replacement reserve fund shall be deposited and maintained in a separate interest bearing account as defined above.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the Dwellings and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall be also the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but such delinquent accounts shall remain a lien upon the Dwelling subject to foreclosure.

Section 2. Purpose of Assessments. The assessments levied by the Association on a Dwelling shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area, and of the Dwellings situated upon the Properties.

Section 3. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein, shall commence as to each Owner of a Dwelling located within the Properties, on the first day of the month following the initial conveyance of the Dwelling to the Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment to be paid by each Class A and Class B Member against each Dwelling at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Class A and Class B Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Dwelling have been paid. A properly executed certificate of the Association as to the status of assessment on a Dwelling is binding upon the Association on the date of its issuance.

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Section 4. Uniform Rates of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Dwellings and Lots, based upon the living square footage certified by the Declarant to the Association. Annual assessments may be paid in a monthly, quarterly or semi-annual basis, as determined by the Board of Directors of the Association, but, if paid on other than an annual basis, default in the payment of any one installment, shall cause the entire unpaid assessment for the year in which the delinquency occurs to become immediately due and payable.

Section 5. Maximum Annual Assessment. For the ensuing three calendar years after the first annual assessment, because of uncertainties in usual and ordinary Common Area expenses due to the Indiana real property reassessment, rising cost of energy and other unforeseeable operating expenses, the Board of Directors of the Association may increase the assessment by a sum not to exceed twenty percent (20%) per annum without vote of the Membership. However, any such increases shall be documented by normal accounting procedures and distributed to the Membership to demonstrate that such increases are attributable to increases in operating expenses and no portion of such increases shall inure to the benefit of the Declarant and the moneys received shall be entirely expended on Association expense.

a) The maximum annual assessment per Dwelling may be increased each year without a vote of the Membership, as provided below on the basis of "The Revised Consumer Price Index - Cities (1957-1959 = 100)" (hereinafter called "CPI"), published by the Bureau of Labor Statistics of the United States Department of Labor. The CPI Number indicated in the column for the City of Indianapolis, entitled "All Items", for the month of November of the year preceding the year in which the conveyance of the first Dwelling to an Owner occurs shall be the "Base CPI Number"; and the corresponding CPI Number for the month of November of the year in which the conveyance of the first Dwelling to an Owner shall be "Current CPI Number". The Current CPI Number shall be divided by the Base CPI Number. From the quotient thereof, there shall be subtracted an Integer of One (1); and the resulting positive number shall be deemed to be the maximum percentage that the annual assessment per Dwelling may be increased upon the maximum assessment for the previous year without a vote of the Membership. Each succeeding year thereafter, the maximum percentage increase of assessment over the previous year without a vote of the Membership shall be determined in a like manner; provided, however, the Current CPI Number for each previous year shall be deemed the Base CPI Number for each succeeding year in the computation of the max-

imum percentage increase. In the event the actual percentage increase of assessment in any year by the Association is less than the maximum allowed without a vote of the Membership, the difference, between the actual percentage increase and the maximum percentage increase, may be added to the percentage increase for the following year in determining the maximum percentage increase of assessment allowed without a vote of the Membership for such year.

b) From and after January 1 of the year immediately following the conveyance of the first Dwelling to an Owner, the maximum annual assessment per Dwelling may be increased above the maximum percentage determined in Paragraph a) of this Section 5 by a vote of two-thirds (2/3) of the votes of each Class of Members who are voting, either in person or by proxy, at a meeting duly called for this purpose.

c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum provided herein.

Section 6. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of Members who are voting either in person or by proxy at a meeting duly called for such purpose.

Section 7. Notice and Quorum for any Action Authorized Under Sections 5 and 6. Written notice of any meeting called for the purpose of taking any action authorized under Sections 5 or 6 shall be sent to all Class A and Class B Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Class A and Class B Members or of proxies entitled to cast two-thirds (2/3) of all the votes of the Class A and B Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment for a Class A or Class B Membership not paid within thirty (30) days after the due date

shall become delinquent. If an assessment is not paid within thirty (30) days after the due date, the assessment shall bear a late charge of One and One-Half percent (1 1/2%) per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Dwelling. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his Dwelling. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for in this Article shall be subordinate to the lien of any first mortgage. Sale or transfer of any Dwelling shall not affect the assessment lien. However, the sale or transfer of any Dwelling pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Dwelling from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V
EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Dwelling is subject to assessment hereunder, as follows: paint, repair, replacement and care for roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks and collector pads and other exterior improvements. Such exterior maintenance shall not include glass surfaces, doors, windows or private patios. In the event the need for maintenance or repair of a Dwelling or the improvements thereon is caused through the willful or negligent act of the family, guests or invitees of the Dwelling or improvements thereon needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become a part of the assessment to which such Dwelling is subject. The Association, its employees, agents or designees are hereby granted a blanket easement over and upon the Properties, except for the interior of any Dwelling, for the purpose of exterior and ground maintenance.

ARTICLE VI
PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of a Building

and placed on the dividing line between the Dwellings thereon shall constitute a party wall, to the extent not inconsistent with the provisions of this Article, the general rules of law of the State of Indiana regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

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

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

Section 4. Weatherproofing. Notwithstanding any other provisions 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 Contribute Runs with Land. The right of any Owner to a contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. These covenants, conditions and restrictions may be enforced by the Marion County Metropolitan Development Commission, its successors or assigns, the Association or any Owner. Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate

any covenant, condition or restriction, either to restrain or enjoin violation or to recover damages, and against the land to enforce any lien created by these covenants; and the failure or forbearance by the Association or any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. There shall e and there is hereby created and declared to be conclusive presumption that any violation or breach of any of the within covenants, conditions or restrictions cannot be adequately remedied by action at law or by recovery of damages.

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

Section 3. Duration. Except where permanent easements or other permanent rights or interests are herein created, 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 the Association, or the Owner of any Dwelling subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date of the recording of this Declaration, after which the said covenants shall be automatically extended for successive periods of ten (10) years each, unless by a two-thirds (2/3) vote of all Class A Members of the Association, such covenants and conditions are amended, altered or revoked.

Section 4. Amendment. This Declaration may be amended during the first twenty-five (25) year period by an instrument signed by not less than seventy-five percent (75%) of all Members, and thereafter by an instrument signed by not less than two-thirds (2/3) of all Members. Any amendment must be recorded in the Office of the Recorder of Marion County, Indiana. No such agreement to amend, in whole or in part, shall be effective unless written notice of the proposed agreement is sent to every Member at least thirty (30) days in advance of any action taken and no such agreement shall be effective with respect to any permanent easements or other permanent rights or interest relating to the Common Area herein created.

Section 5. Reservation of Rights. Declarant reserves the following rights in the Properties until ten (10) years after the recording date of this document or his conveyance of the last Dwelling whichever comes first:

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a) A blanket easement over and upon the Properties, except for the interior of any Dwelling, for the purpose of completing improvements for which provision is made in this Declaration, zoning restrictions or covenants where access thereto is otherwise not reasonably available;

b) An easement over and upon the Properties, except for the interior of any Dwelling, for the purpose of making repairs required pursuant to this Declaration, contracts of sale made with lot purchases;

c) The right to maintain sales and management offices, model units and advertising signs upon the Common Area and Lots owned by him.

ARTICLE VIII

MORTGAGEE'S RIGHTS

Section 1. Notice of Rights of Mortgagee of a Lot. Upon written request by a mortgagee to the Association, a mortgagee of a Dwelling shall be entitled to receive written notification of any default, not cured within sixty (60) days after its occurrence, by the Owner of the Lot or Dwelling of any obligation of the Owner under the Declaration, the By-Laws of the Association or the Articles of Incorporation of the Association. The request for notification can be made by any mortgagee of a Dwelling its successor or assign. The notification shall be sent not later than the 65th day after the occurrence of an uncured default.

Section 2. Rights of First Refusal. No first mortgagee, its successor or assign, of a Dwelling who comes into possession of that Dwelling pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, a deed or assignment taken in lieu of foreclosure shall be subject to any rights of first refusal which the Owner may have given to the Association or other Owners of the Dwellings.

Section 3. Rights of Mortgagee. Unless at least seventy-five percent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), or the Class A Members have given their prior written approval, the Association shall not:

a) by an act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Properties or Common Area or improvements located thereon which are owned directly or indirectly by the Association for the benefit of the Dwellings. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Properties by the Association shall not be deemed a transfer within the meaning of this clause.

b) change the method of determining the obligations, assessments, dues or other charges which may be levied against a Lot or Dwelling.

c) by act or omission change, waive or abandon any scheme of regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Dwellings, the exterior maintenance of the Dwellings, the maintenance of party walls or common fences, driveways or the upkeep of lawns and plantings in the Properties.

d) fail to maintain fire and extended coverage insurance on insurable common property on current replacement cost basis in an amount not less than ninety percent (90%) of the insurable value (based on current replacement cost).

e) use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such improvements.

Section 4. Right to Examine Books and Records. Mortgagees, their successors or assigns, shall have the right to examine the books and records of the Association.

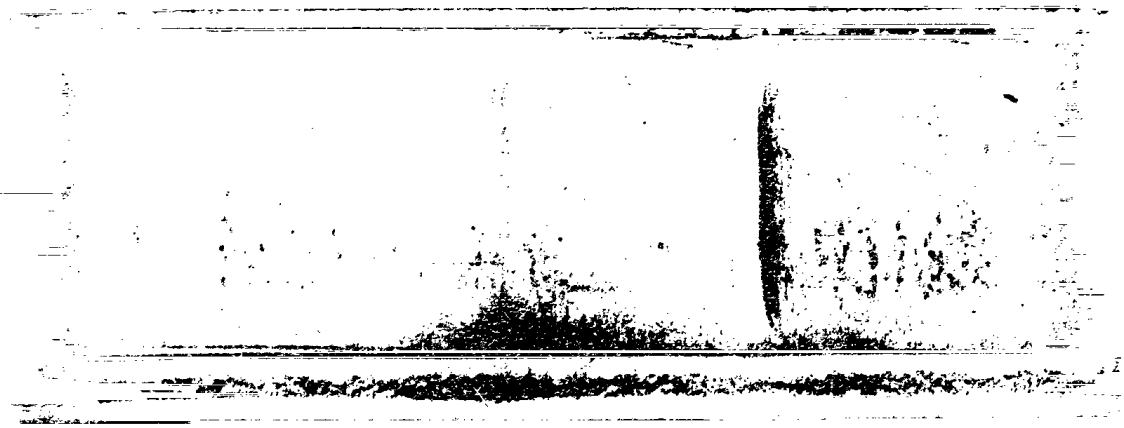
Section 5. Taxes and Insurance. First mortgages of Dwellings may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Area and may pay overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Common Area and first mortgagees making such payments shall be owed immediate reimbursement therefore from the Association. Entitlement to such reimbursement shall be reflected in an agreement in favor of all first mortgagees duly executed by the Association, and an original or certified copy of such agreement shall be possessed by the seller.

Section 6. Insurance Proceeds and Condemnation Awards. No provision of the constituent documents shall give a Dwelling Owner or any other party, priority over any rights of first mortgages of Dwellings within the Properties pursuant to their mortgages in the case of a distribution to Dwelling Owners of insurance proceeds or condemnation awards for losses to or taking of Common Areas.

ARTICLE IX

HARMONY AND ENVIRONMENTAL CONTROLS

Section 1. Architectural Control Committee. Except for original construction or as otherwise in these covenants provided, no



building, fence, sidewalk, drive, walk, or other structure shall be erected, placed, altered, or maintained upon the Properties nor shall any exterior addition to or change (including any change in color) or alteration therein be made until the proposed building plans, specifications, exterior color and finish, plot plans (showing the proposed location of such building or structure, drives and parking areas), general contractor and all subcontractors, and construction schedule shall have been submitted to and approved in writing by the Board of Directors of the Association, or by any architectural control committee composed of not less than three (3) members appointed by said Board of Directors. Refusal of approval of plans, location or specification by said Board of Directors or architectural control committee may be based upon any ground, including, without limitation, lack of harmony of external design, color, location or relation to surrounding structures and topography and purely aesthetic considerations which, in the sole and uncontrolled discretion of said Board of Directors or architectural control committee shall seem sufficient. No alterations may be made in such plans after approval by the Board of Directors or architectural control committee is given except by and with their prior written consent. One copy of all plans, specifications and related data shall be furnished the Board of Directors or architectural control committee for its records. In the event the Board of Directors, or its designated committee, fails to approve or disapprove such design and location within 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. Notice of disapproval shall be by certified mail, return receipt requested.

Section 2. Fences. Except for original construction, no fence, hedges or wall shall be constructed upon the Properties without the prior written approval of the Board of Directors of the Association or its duly empowered Architectural Control Committee.

Section 3. Prohibited Uses and Nuisances. Except for the activities of the Declarant during original construction:

a) No noxious or offensive trade or activity shall be carried on upon any Lot or any Dwelling, nor shall anything be done therein or thereon which may be or become an annoyance or nuisance to the neighborhood or the Owners of the Lots or Dwellings.

b) The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number,

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shall be and is hereby prohibited on any Lot or within any Dwelling situated upon the Properties, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds or other unobjectionable domestic pets provided they are not kept, bred or maintained for commercial purposes. All animals, when outside of a Dwelling, shall be kept on leash, and their owners shall be fully responsible for any additional expense incurred by Declarant or the Association by reason of damage done by an animal. An Owner shall be responsible for any mess created by his pet off of the Owner's Dwelling.

c) Except as elsewhere provided, no junk vehicle, motorcycles, commercial vehicle, trailer truck, camper, camp truck, housetrailer, boat or the like, shall be kept upon the Properties (except in enclosed garages) nor (except in bona fide emergencies) shall the repair of extraordinary maintenance of automobiles or other vehicles be carried out thereon. The Association may, in the discretion of its Board of Directors, provide and maintain in a suitable area designated for the parking of such vehicles or the like.

d) Trash and garbage containers shall not be permitted to remain in public view except on days of trash collection.

e) In order to facilitate the free movement of passing vehicles, no automobiles belonging to Owners shall be parked on the paved portion of any joint driveway or streets, public or private, except during bona fide temporary emergencies.

f) Except as may be approved in writing by the Board of Directors or their designated committee, no structure of a temporary character, trailer, tent, shack, barn or other outbuilding shall be used on any portion of the property at any time.

g) Except for entrance signs, directional signs, community "theme" and the like, no signs of any character shall be erected, posted or displayed upon, in or about any Lot situated upon the Properties, provided however, if specifically permitted by a written resolution adopted by the Board of Directors.

h) No structure, planting or other material other than driveways or sidewalks shall be placed or permitted to remain upon any portion of the Properties which may damage or interfere with any easement for the installation or maintenance of utilities, or which may change, obstruct or retard direction or flow of any drainage channels.

i) Garage doors and the doors of any other storage room or the like shall be maintained in a closed position when not being used for immediate ingress and egress.

j) No outside television or radio aerial or antenna, or other aerial or antenna, for reception or transmission shall be maintained upon any Lot without the prior written consent of the Board of Directors unless such structure is a part of the basic design of a Dwelling or group of Dwellings.

k) There shall be no violation of any rules for the Common Area which may from time to time be adopted by the Board of Directors or promulgated among the membership by them in writing, and the Board of Directors is hereby and elsewhere in the By-Laws, authorized to adopt such rules.

l) In addition to the foregoing restrictions, all restrictions of the Plat as to the use of the Properties are incorporated by reference herein as restrictions of this Declaration.

m) The Property shall be developed and used only for double family residential uses and for the use and maintenance of non-commercial recreational facilities constructed as an amenity to and owned in common by the Owners of double family residences thereon pursuant to the Property's D-12 zoning.

n) No more than nine (9) double family dwelling units shall be constructed upon the Property; however, it is permitted that recreational faciilities and similar amenities may be constructed so long as such facilities are not made available for public use.

o) Each Dwelling unit shall be separately platted in such a manner as will permit it to be individually sold as a part of a permanent home community.

p) All structures upon the land shall be restricted to two stories in height and the minimum square footage shall be 1,660 square feet.

q) All Dwelling units shall have a two-car garage.

Section 4. Right of Association to Remove or Correct Violations of this Article. The Association may, in the interest of the general welfare of all the Owners of the Lots and after reasonable notice to the Owner, enter upon any Lot or the exterior of any Dwelling at reasonable hours on any day for the purpose of removing or correcting any violations or breach or any attempted violation of any of the covenants and restrictions contained in this Article, or for the purpose of abating anything herein defined as a prohibited use or nuisance, provided, however, that no such action shall be taken without a resolution of the Board of Directors of the Association or by an architectural control committee composed of three (3) or more members appointed by the Board.

Section 5. Site Distances at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sightline limitations shall apply to any Lot within 10 feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foilage line is maintained at sufficient height to prevent obstruction of such sight lines.

ARTICLE X

EASEMENTS AND RIGHT-OF-WAYS

Section 1. Public and Semi-Public Utility Easements and Right-of-Ways. There shall be and hereby are reserved, whether or not shown upon any Subdivision Plat of the Properties, easements and rights-of-way for the benefit of governmental agencies, authorities and instrumentalities and for the benefit of public utilities, and for the benefit of the Association and the Owners, on, under and through the Properties for the ownership, use, operation and maintenance, repair and replacement of water, sewage, gas, electrical and other facilities, including lines, pipes, wires, valves, switches, etc., and all parts of the Properties may be entered under reasonable circumstances for maintenance and repair of the aforementioned utilities or facilities.

Section 2. Access to Utility, Sewage and Drainage Easements. The utility, sewage and drainage easements designated on the plat of any Section shall constitute a non-exclusive easement for the installation and maintenance of public and private utilities, sewers, drainage and fire protection facilities (including storm sewers, gas and water, phone and electricity) and is hereby reserved and granted to public or private utility companies, the City of Indianapolis, the Association and any Owner whose use and occupancy of a Dwelling is conditioned therefrom for the installation, construction, operation and maintenance of lines, mains, sewers, drains, hydrants, or any appurtenances and facilities installed in connection with any of the foregoing, whether under or above ground, subject to the condition that following any such construction, installation or maintenance, the area within the utility, sewage and drainage easements involved shall be returned to the condition existing prior thereto at the cost and expense of the party responsible for having any such installations made, construction performed or maintenance done.

Section 3. Improvements and Landscaping Within Utility, Sewage and Drainage Easements. No fence, wall ,tree, hedge or shrub planting, or temporary or permanent structure or other improvements not now existing shall be altered, erected, placed

or permitted to remain within the utility, sewage and drainage easements, unless by Declarant, without the prior written approval of the Architectural Control Committee,or the Association's Board of Directors if there is no such Architectural Control Committee, its successors or assigns, nor shall any such improvements be installed and/or constructed which substantially interfere with said easements.

Section 4. Utilities Maintenance. The water main and hydrants constructed within the utilities, sewage, and drainage easements shall be maintained by the Association and all charges in connection with water supplied for fire protection service shall be separately billed to and be paid by the Association. All other utilities constructed within the utilities, sewage and drainage easements shall be maintained as required by the party responsible for the installation thereof or who is otherwised charged with responsibility for the maintenance thereof by contract, rule, regulation, ordinance, law or in some other way and all charges for such other utility service, including water service, to each Dwelling shall be billed to the Owner thereof without liability on the part of the Association.

Section 5. Other Maintenance. The Association shall maintain all easements included within the Properties (subject to the provisions of Article X in the case where utilities installations are made or construction or maintenance work performed) by keeping the grass mowed, the weeds reasonably cut and providing for the removal of trash and rubbish.

ARTICLE XI

Non-Dedicated Street

Section 1. Use. All the Non-Dedicated Streets constructed within the Properties are reserved and granted for the common use of Owners, their families, guests and invitees, by commercial vehicles authorized to make pick ups and deliveries, by public and private utilities' personnel, trucks and equipment, by postal authorities and mail carriers, by emergency personnel and vehicles such as police, fire and ambulance, and by such other persons or classes of persons authorized by the Board, as a means of ingress and egress, and for such other uses as may be authorized from time to time by the Board. Such Non-Dedicated Streets may also include mains, sewers or other facilities to transmit and carry storm water drainage. Except as provided by this Declaration, no acts shall be taken or things done by an Owner or the Association which are inconsistent with the reservation and grant of use and enjoyment hereinabove provided.

Section 2. Snow Removal, Maintenance, Reconstruction or Resurfacing. The Association, at the cost and expense of the Association, shall provide snow removal from, maintenance

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to and resurfacing or reconstruction of any Non-Dedicated Streets or any storm water drainage facilities included as a part thereof or installed thereunder, as it deems necessary or appropriate from time to time within its sole discretion.

The undersigned persons executing this Declaration on behalf of Beaumont on the Green, Inc., represent and certify that they are duly elected officers of Beaumont on the Green, Inc., and have been fully empowered, by proper resolution of the Board of Directors of Beaumont on the Green, Inc., to execute this Declaration.

IN WITNESS WHEREOF, Beaumont on the Green, Inc. has caused this Declaration to be executed this 12th day of March, 1981.

ATTEST:

By: Harold E. Young, Jr.
Harold E. Young, Jr.,
President

By: Betty C. Young
Betty C. Young,
Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Harold E. Young, Jr., and Betty C. Young, the President and Secretary, respectively of Beaumont on the Green, Inc. who acknowledged the execution of the foregoing Declaration for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein are true.

Witness my hand and seal this 12th day of March, 1981.

My Commission Expires:
7-11-81

County of Residence
Boone

Notary Public

John W. Tousley
Printed

Prepared by:
John W. Tousley
Attorney at Law
600 Union Federal Bldg.
45 N. Pennsylvania St.
Indianapolis, Indiana 46204
(317) 635-4300

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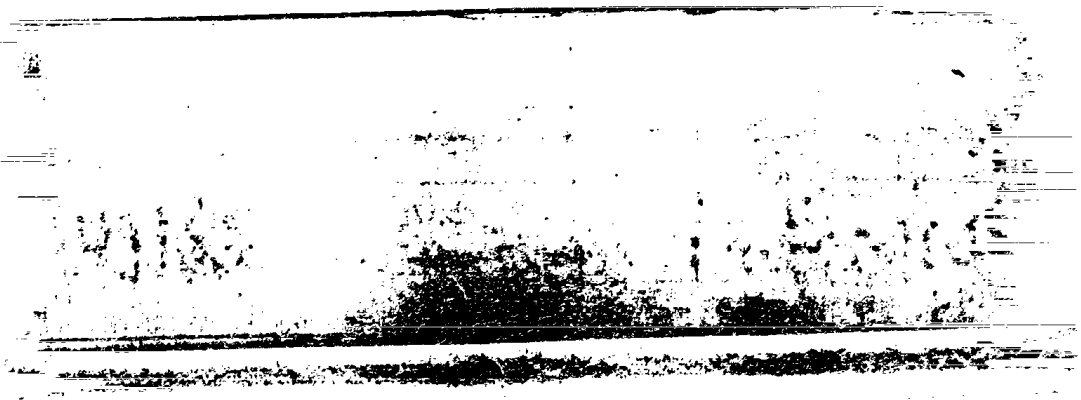
Exhibit "A"

Beginning on the South line of the Southwest Quarter of Section 21, Township 17 North, Range 4 East 1075.04 feet North 90 degrees 00 minutes 00 seconds East (assumed bearing) from the Southwest corner of said Southwest Quarter; thence North 90 degrees 00 minutes 00 seconds East on said South line 439.29 feet; thence North 00 degrees 52 minutes 19 seconds East parallel with the West line of said Southwest Quarter 524.34 feet; thence North 89 degrees 07 minutes 41 seconds West 150.35 feet to a point on a non-tangent curve, the radius point of which bears South 83 degrees 13 minutes 49 seconds West 595.00 feet from said point; thence Southerly on said curve 85.43 feet; thence North 88 degrees 32 minutes 34 seconds West 130.38 feet; thence North 05 degrees 00 minutes 31 seconds West 74.93 feet; thence South 79 degrees 08 minutes 13 seconds West 237.57 feet; thence South 12 degrees 05 minutes 41 seconds East 10.92 feet to the point of curvature of a curve to the left, the radius point of which bears North 77 degrees 54 minutes 19 seconds East 380.00 feet from said point; thence Southerly on said curve to the left 25.01 feet; thence South 83 degrees 10 minutes 00 seconds West 105.62 feet; thence South 10 degrees 56 minutes 12 seconds East 114.96 feet; thence South 52 degrees 24 minutes 35 seconds East 87.07 feet; thence South 04 degrees 44 minutes 26 seconds East 99.51 feet; thence South 05 degrees 19 minutes 16 seconds West 40.00 feet; thence South 84 degrees 40 minutes 44 seconds East 41.10 feet to the point of curvature of a curve to the left, the radius point of which bears North 05 degrees 19 minutes 16 seconds East 170.00 feet from said point; thence Easterly on said curve to the left 24.74 feet; thence South 03 degrees 01 minutes 04 seconds East 92.82 feet to a point which is North 00 degrees 00 minutes 00 seconds of the place of beginning; thence South 00 degrees 00 minutes 00 seconds 25.00 feet to the place of beginning, containing 5.878 acres, more or less. Subject to all legal easements and rights of way.

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