3359

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR THE BUCKMOOR MANOR ASSOCIATION, INC.
AN INDIANA NOT-FOR-PROFIT CORPORATION

THIS DECLARATION made this 21st day of March, 1985, by NICHOLS COLLECTION, an Indiana Limited Partnership, hereinafter referred to alternatively as the "Developer" and/or "Declarant".

W I T N E S S E T H :

WHEREAS, the Developer is the owner of certain real property, hereinafter described, in White River Township, Johnson County, Indiana, and desires to create thereon a residential subdivision with open spaces and other common areas and amenities for the benefit of the owners and residents of the homes in the subdivision; and

WHEREAS, the Developer desires to provide for the preservation of the values of the properties and amenities within the subdivision and for the maintenance of the said open spaces and common areas and facilities, and to this end, desires to subject the real property described in this Declaration, together with such additions as may hereafter be made thereto, as provided herein, to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is for the benefit of the said property and each owner thereof; and

WHEREAS, the Developer deems it desirable, for the efficient preservation of the said values and amenities in the subdivision, to create an entity to which should be delegated and assigned the power of maintaining and administering the common properties, amenities and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has incorporated under the laws of the State of Indiana, as a not-for-profit corporation, The

Buckmoor Manor Association, Inc., for the purpose of exercising the above-mentioned functions, all as set forth herein.

NOW, THEREFORE, NICHOLS COLLECTION, an Indiana Limited Partnership, declares that the real estate described in Article II of this Declaration, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, assessments, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

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

(a) "Corporation" shall mean and refer to The Buckmoor Manor Association, Inc.

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

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

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

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

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

(g) "Subdivision" shall mean and refer to The Buckmoor Manor Subdivision as platted and approved by the Johnson County Plan Commission and County Commissioners.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

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

> Part of the North half of the Southeast Quarter of Section 2, Township 13 North, Range 3 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described in the legal description attached hereto and incorporated herein as "Exhibit A".

all of which said property shall hereinafter be referred to as "the Properties".

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

Section 3. Covenant to Convey Common Properties. Declarant hereby covenants and declares that all areas within the Subdivision now owned by it which are not included in the definition of "Lot" and have not been dedicated to the public for street rights-of-way or other easement purposes, shall be conveyed to the Corporation as and for the Common Properties, at such time after Declarant has sold and conveyed ninety percent

(90%) of the Lots in the Subdivision to initial Owners as, in the discretion of the Declarant, will be in the best interests of the Owners and the Subdivision, by a general warranty deed free and clear of all liens and encumbrances, except the lien of current taxes, rights-of-way, the provisions of these covenants and restrictions and other easements and restrictions of record. Declarant may, in its sole discretion, convey the said Common Properties to the Corporation prior to the sale and conveyance of ninety percent (90%) of the Lots in The Properties, should Declarant determine such conveyance to be in the best interests of the Owners and the Subdivision.

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

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

(b) Upon a merger or consolidation of the Corporation with another corporation, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated corporation or, alternatively, The Properties, rights and obligations of another corporation pursuant to the merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration with The Properties, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE CORPORATION

Section 1. Membership. Every person or entity who is a record owner of a fee interest in any Lot which is part of The Properties and which is subject by covenants of record to assessment by this Corporation shall be a member of the Corporation, provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Corporation shall have two (2) classes of voting membership:

Class A. Class A members shall be all those Owners as defined in this Article III, Section 1, with the exception of NICHOLS COLLECTION, an Indiana Limited Partnership. Except as otherwise set forth in the Articles of Incorporation, Class A members shall be entitled to one vote for each Lot in which they hold the interest required for membership by this Article III, Section 1. When more than one person hold such interest or interests in any Lot, all such persons shall be members and the vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. Class B members shall be NICHOLS COLLECTION, an Indiana Limited Partnership. The Class B member shall be entitled to one (1) vote for each Lot in which it holds the interest required for membership by Article III, provided, however, that the Class B membership shall be cancelled and ceases to exist upon conveyance of the Common Properties from Declarant to the Corporation.

ARTICLE IV

COVENANT FOR MAINTENANCE AND ASSESSMENTS

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

Section 2. Purpose of Assessments. The assessment levied by the Corporation shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in The Properties and in particular, for the improvement and maintenance of property, services and facilities

devoted to this purpose and directly related to the use and enjoyment of the Common Properties and of the homes situated upon The Properties including, but not limited to, the payment of taxes and insurance for the Common Properties, installation and maintenance of street lights, the grass cutting, yard maintenance and snow removal of the Common Properties, and adjacent street rights-of-way, payment of applicable utility charges and repair, replacement and additions thereto and for the cost of labor, equipment, materials, management and supervision for the Common Properties, right-of-way areas, and all recreational facilities located thereon, all as may be approved by the Board of Directors, from time to time.

Section 3. Basis and Maximum of Annual Assessments. Until the year beginning January, 1989, the annual assessment shall be One Hundred Fifty Dollars ($150.00) per Lot owned by Class A members of the Corporation. From and after January 1st, 1989, the annual assessment may be incurred by vote of the members of the Corporation, as hereinafter provided, for the next succeeding two (2) years and at the end of each such period of two (2) years for each succeeding period of two (2) years. Notwithstanding the foregoing, Lots within The Properties owned in fee by the Class B members shall not be subject to annual assessments as provided herein, however, the Developer shall participate in and contribute to the expense of maintaining the Common Properties and right-of-way areas, as may be reasonably required in the best interests of The Properties.

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

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Corporation may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Properties, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of each class of its membership, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein specified, the Corporation may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period, provided that any such change shall have the assent of two-thirds (2/3) of each class of its membership, voting in person or by proxy (as defined and required in Section 6 below), at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting, provided further that the limitations of Section 3 hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger of consolidation in which the Corporation is authorized to participate under its Articles of Incorporation and under Article II, Section 2 hereof.

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

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

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

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

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

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

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

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

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

Section 9. Fund for Capital Expenditures. All sums assessed by the Corporation shall be determined and established by using generally accepted accounting principles approved on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas and facilities, which funds shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas and facilities. The said fund for capital expenditures in repair and

replacement of Common Areas and facilities shall be maintained in a separate interest bearing account with a bank or savings and loan association authorized to conduct business in Johnson County, Indiana. Assessments collected for contribution to this fund shall not be subject to Indiana gross income tax or adjusted gross income tax.

Section 10. Effect of Nonpayment of Assessments; The Personal Obligation of the Owner; The Lien; Remedies of Corporation. If the assessments are not paid on the date or dates when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property which shall bind such property in the hands of the then Owner, his heirs, devisees, successors and assigns. If, under Section 7 installment payments of special assessments have been authorized, then failure to pay any one installment within ten (10) days after the due date shall accelerate the payment of all installments and the entire unpaid balance of such assessment shall immediately become due and owing without further notice. The Grantee of any Lot in which the Properties shall be jointly and severally liable with the Grantor for all unpaid assessments against the latter for his share of the Common Properties' expenses, as herein provided, incurred up to the time of the conveyance, without prejudice, however, to the Grantees' right to recover from the Grantor the amounts paid by the Grantee therefor. However, any such Grantee shall be entitled to a statement from the Corporation setting forth the amount of unpaid assessments against the Grantor and such Grantee shall not be liable for, nor shall the Lot so conveyed be subject to a lien for any unpaid assessments against the Grantor in excess of the amount certified by the Corporation to the Grantee.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of thirteen percent (13%) per annum, and the Corporation may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action.

Section 11. Subordination of Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon The Properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessment.

Section 12. "Junior Lien" Provision. If any promises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the foreclosure on the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or

deed of trust with the foreclosure purchaser or deed in lieu Grantee taking title free of the lien hereof for all such charges that have accrued up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to the lien hereof for all said charges that shall accrue subequent to the foreclosure or deed given in lieu of foreclosure.

ARTICLE V

INCORPORATION OF PLAT RESTRICTIVE COVENANTS

The Developer has caused to be executed and placed of record with the Recorder of Johnson County, Indiana, certain Restrictive Covenants governing construction upon and the use of all Lots within The Properties; and here declares that those said Restrictive Covenants of Buckmoor Manor, Section One, and all subsequent restrictive covenants recorded in connection with the platting of subsequent sections of Lots within The Properties are hereby incorporated in this Declaration and thus may be enforced by the undersigned and the Corporation as these Covenants are enforced.

ARTICLE VI

GENERAL PROVISIONS

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

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

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

Section 4. Payment of Fees and Expenses of Litigation. Class A members and others acting for, on behalf of, or through any Class A member violating the terms and restrictions of these Covenants shall be responsible for and pay all professional fees and expenses for any litigation, arbitration or other proceedings, including negotiations, and time and services otherwise incurred in enforcing the terms and provisions of this Declaration and/or the Restrictions of the Plat of Buckmoor Manor and the collection of assessments and other sums due by these provisions.

IN WITNESS WHEREOF, the Declarant, NICHOLS COLLECTION, an Indiana Limited Partnership, has caused this document to be

executed by one of its General Partners the day, month and year first mentioned.

NICHOLS COLLECTION,

an Indiana Limited Partnership

By Daniel R. Nichols, General Partner
DANIEL R. NICHOLS, General Partner

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared NICHOLS COLLECTION, an Indiana Limited Partnership, by DANIEL R. NICHOLS, who executed the within Declaration stating that the representations therein contained are true and correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal this 23rd day of April, 1985.

NOTARY PUBLIC
STATE OF IND.

Elizabeth Melvin
Elizabeth Melvin Notary Public

My Commission Expires:
June 24, 1985

County of Residence: Johnson

This Instrument Prepared By:

MICHAEL J. KIAS
FORBES, KIAS & PENNAMPED, P.C.
131 East Ohio Street
Indianapolis, IN 46204
Phone: (317) 634-7094

Legal Description

Part of the North half of the Southeast Quarter of Section 2, Township 13 North, Range 3 East of the Second Principal Meridian in Johnson County, Indiana, being more particularly described as follows:

Beginning at a point on the East line of said Half-Quarter Section, distant 412.50 feet South of the Northeast Corner thereof; running thence South on and along the said East line, 927.50 feet to the Southeast Corner of said Half-Quarter Section; thence West on and along the South line of said Half Quarter Section, 2566.4 feet to a point in the East Right-of-Way line of the Illinois Central Gulf Railroad; thence North and parallel to the West line of said Half-Quarter Section, on and along said railroad East Right-of-Way Line, 596 feet to a point; thence East and parallel to the North line of said Half-Quarter Section, on and along said railroad East Right-of-Way Line, 25 feet to a point; thence North and parallel to the West line of said Half-Quarter Section, on and along said railroad East Right-of-Way Line, 736 feet to a point in the North line of said Half-Quarter Section; thence East on and along the North line of said Half-Quarter Section, 422.33 feet to a point; thence South and parallel to the West line of said Half-Quarter Section, 412.50 feet to a point; thence East and parallel to the North line of said Half-Quarter Section, 747.6 feet to a point; thence North and parallel to the West line of said Half-Quarter Section, 412.50 feet to a point in the North line of said Half-Quarter Section; thence East on and along the North line of said Half-Quarter Section, 308.57 feet to a point; thence South and parallel to the East line of said Half-Quarter Section, 412.50 feet to a point; thence East and parallel to the North line of said Half-Quarter Section, 1056 feet to a point on the East line of said Half-Quarter Section and the place of beginning, containing 61.1 acres, more or less.

"EXHIBIT A"

APR 25 8 25 AM '85

RECEIVED FOR RECORD
BOOK 57 PAGE 583
S. KATHRYN PITTS
JOHNSON COUNTY RECORDER

3369

BUCKMOOR MANOR--SECTION ONE
RESTRICTIVE COVENANTS

The undersigned, DANIEL R. NICHOLS, General Partner of NICHOLS COLLECTION, an Indiana Limited Partnership, owner of the attached described real estate, hereby lays off, plats and subdivides said real estate described in the attached, in accordance with the plat and certificate.

This subdivision shall be known and designated as "Buckmoor Manor, Section One", and is more particularly described in the legal description attached hereto and incorporated herein as "Exhibit A".

The streets, if not heretofore dedicated, are hereby dedicated to public use.

There are strips of ground marked "Utility and Drainage Strips" shown on the plat which are hereby reserved for public utilities, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take their titles subject to the easements hereby created and subject at all times to the rights of proper authorities to service the utilities and the easements hereby created, and no permanent structure of any kind, and no part thereof, except fences, shall be built, erected or maintained on said "Utility and Drainage Strips". Utility and drainage easements are to be open and accessable at all times for the builder's or developer's use in constructing a house on any adjacent lot.

All lots in this subdivision by present and future owners or occupants shall be subject to the following conditions and restrictions, which shall run with the land.

1. No lot shall be used except for residential purposes and no building shall be erected, altered, or placed on any lot, other than one detached single family dwelling not to exceed two stories in height and an optional private garage for not more than two (2) cars. Carports with open sides shall not be permitted.

2. No dwelling shall be permitted on any lot unless the ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 1000 square feet for a one story dwelling, nor less than 750 square feet for a dwelling of more than one story; two-story dwellings shall contain no less than 1,300 total square feet.

3. No building shall be located on any lot nearer to the front lot line or nearer the side street line than the minimum building set-back lines as shown on the recorded plat. No building shall be located nearer than 6 feet to a side yard line, and the total side yard set-back (both sides) must be at least 14 feet. No building shall be erected closer than 15 feet to the rear lot line. Unless otherwise approved by the Architectural Control Committee, as to use, location and harmonious design, no garage or storage building may be constructed separate and apart from the main dwelling.

4. Certain additional covenants and restrictions of use are made applicable to each lot and the common areas within the plat of this addition as contained in the Declaration of Covenants & Restrictions for "The Buckmoor Manor Association, Inc.", a Not-For-Profit Corporation and homeowners association established in the said Declaration and incorporated in the State of Indiana. The said Association was formed, incorporated and exists for the purposes of maintenance of the common areas within the plat, street lights, entrys from State Road 135 and Stella Drive; entry and directional signs and all other amenities, establishing assessments, for all such common expenses and all similar purposes for the common benefit of the properties within the plat. The said Declaration was recorded in the office of the Johnson County Recorder on April 25, 1985, as Instrument Number

3359, in Book 57 at page 583.

5. No building shall be erected, place or altered on any lot until the construction plan and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structure, exterior paint and roof colors, and as to location with respect to topography and finish grade elevations. No fence or wall or mail box and post shall be erected, placed, or altered on any lot unless approved by the Architectural Control Committee. Approval shall be as provided in Part 7 hereof. No fences or structures of any nature will be erected upon any lot within this plat without prior written approval of the Architectural Control Committee. No building additions or remodeling involving exterior changes or additions shall be permitted without prior written approval of the Architectural Control Committee.

6. The Architectural Control Committee is composed of three members, appointed by the developer. A majority of the Committee may designate a representative to act for it. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of 90 percent of the lots, including the developer, shall have the power through a duly recorded written instrument to change the membership of the Committee or to withdraw from the Committee or restore to it any of its power and duties.

7. The Architectural Control Committee's approval or disapproval as required in these covenants shall be in writing.

In the event the Committee or its designated representative fails to approve or disapprove the plans as required herein within ten (10) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

8. With written approval of the Architectural Control Committee, and wherein the opinion of said Committee, the location will not detract materially from the appearance and value of other properties, a dwelling may be located nearer to a front lot line than above provided, but not nearer than 25 feet to any street line.

9. No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. No accessory building or temporary structure of any nature whatsoever shall be permitted on any lot within this plat. No structure of a temporary character, trailer, easement, tent, shack, garage, barn or other out-building shall be permitted on any lot or used on any lot at any time as residence--either temporarily or permanently. The exterior surface of all buildings shall have the written approval of the Architectural Control Committee. All dwellings shall contain a garbage disposal unit. Outside trash burners are prohibited.

11. No sign of any kind shall be displayed to the public view on any lot, except signs used by a builder to advertise the property during the construction and sale period. Signs advertising property for sale or rent are specifically prohibited. Violation of this sign restriction will result in $50.00 per day liquidated damages, payable to the developer upon demand.

11A. No downspout, foundation, drain, storm tile or other surface or subsurface drainage facility shall be caused or permitted to discharge into any sanitary sewer in this development.

12. No oil drillings, oil development operations, oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any lot. All gas and oil tanks must be concealed.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. Notwithstanding the foregoing, all domestic pets and animals on or within any Lot shall be maintained in fenced rear yards or on a leash and shall not be permitted full access to the subdivision. Notwithstanding the foregoing, all domestic pets and animals on or within any lot, shall be maintained in fenced rear yards or on a leash and shall not be permitted free access to the subdivision.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Antennas, masts, or towers of any kind will not be permitted on any lot or outside any dwelling, unless first approved by the Architectural Control Committee.

15. No fence, wall, hedge or shrub planting which obstructs the sign lines at elevations between two and six feet above roadways 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 them at points 25 feet from the intersection of the street property lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement.

16. Each lot shall be kept in a neat and pleasing manner. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage.

All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within lot setback lines. It is the intention of this restriction to assure that lots and surroundings present a park-like appearance.

17. No individual water supply system or sewage disposal system shall be permitted on any lot without prior written approval by Johnson County and will be located and constructed in accordance with requirements, standards, and recommendations of the Indiana State Board of Health.

18. Any field title or underground drain which is encountered in construction of any improvements within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

19. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any lot. Above the ground swimming pools shall not be permitted or constructed on any lot.

20. The finished yard elevations at the house site on lots in this subdivision shall be not lower than the elevations shown on the general development plan.

21. Drainage swales (ditches) or drainage retention areas along dedicated roadways and within the right-of-way, or on dedicated easements, are not to be altered, dug out, filled in, tiled, or otherwise changed without the written permission of the Johnson County Drainage Board. Property owners must maintain these swales as sodded grassways, or other non-eroding surfaces. Water from roofs or parking areas must be contained on the property long enough so that said drainage swales or ditches will not be damaged by such water. Driveways may be constructed over these

swales or ditches only when appropriate sized culverts or other approved structures have been permitted by the County Drainage Board. Any property owner altering, changing, or damaging these drainage swales or ditches will be held responsible for such action and will be given 10 days notice by certified mail to repair said damage, after which time, if no action is taken, the Johnson County Drainage Board will cause said repairs to be accomplished, and the bill for said repairs will be sent to the affected property owner for immediate payment.

22. Violation of any of the covenants or restrictions of this plat or of those contained in the Declaration of Covenants and Restrictions for The Buckmoor Manor Association, Inc. referenced herein, shall subject the violation to liquidated damages in the sum of Fifty Dollars ($50.00) per day for each day the violation continues and to all other remedies, including injunction, provided by law or in equity and all costs and expenses incurred by the developer or property owners, including attorneys fees, in litigation or other procedures required to remedy such violations shall be paid by the owner(s) of the lot or lots found to be in violation. By acceptance of a deed for title to any lot within this plat, the grantee acknowledges the provisions of this plat and agrees to be bound thereby and to pay the costs and expenses described in this paragraph where applicable.

21. These restrictions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten years, unless at any time after 15 years following the date of recordation, an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

24. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any covenants either to restrain violation or to recover damages. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. Failure to enforce any specific requirement of the covenants shall not be considered as a waiver of the right to enforce any covenant herein, thereafter.

WITNESS my hand and seal this 23rd day of April, 1985.

NICHOLS COLLECTION, an Indiana Limited Partnership

By Daniel R. Nichols, General Partner
DANIEL R. NICHOLS, General Partner

STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Before me, the undersigned, a Notary Public in and for said county and state, personally appeared DANIEL R. NICHOLS, General Partner of NICHOLS COLLECTION, an Indiana Limited Partnership, and acknowledged the exectuion of the foregoing as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 23rd day of April, 1985.

Elizabeth Melvin
Elizabeth Melvin Notary Public

My Commission Expires: June 26, 1985

County of Residence: Johnson

Received for record this 25 day of April A.D. 1985 @ 8:25 A M. Recorded in Miss
Record 57 Page 584 S. Kathy Pitt Recorder Johnson County BOOK 057 PAGE 584

7884

SUPPLEMENTAL COVENANTS AND RESTRICTIONS
GOVERNING THE LOTS AND PROPERTIES
IN BUCKMOOR MANOR SUBDIVISION,
WHITE RIVER TOWNSHIP, JOHNSON COUNTY, INDIANA

8687

The following supplemental declaration of covenants and restrictions for the lots and properties in Buckmoor Manor Subdivision, a residential subdivision in White River Township, Johnson County, Indiana, made this 11th day of September, 1985, by NICHOLS COLLECTION, an Indiana Limited Partnership ("the Developer");

W I T N E S S E T H :

WHEREAS, the Developer has previously placed of record with the Recorder of Johnson County, Indiana, the plat of Buckmoor Manor, a residential subdivision in White River Township, which plat was recorded on the 25th day of April, 1985, as Instrument #3358, in Book 11, at Page 25, and contains certain covenants and restrictions intended to govern the development and use of the lots and properties within the said development; and

WHEREAS, it is the intention and desire of the Developer to provide as much as possible for the continued maintenance and upkeep of the lots and properties to preserve the appearance of the Development and the values of the lots and properties; and

WHEREAS, the covenants and restrictions of the plat of Buckmoor Manor and the Declaration of Covenants and Restrictions for the Buckmoor Manor Association, although containing certain provisions governing the use and development of the properties, do not provide for maintenance of the lots and properties by the Association, where such is determined to be in the best interests of all of the properties.

NOW, THEREFORE, the Developer hereby declares the following additional and supplemental covenants and restrictions as applicable to the ownership, use and development of all of the

lots and improvements thereon within the boundaries of Buckmoor Manor Subdivision, as herein described, to constitute covenants running with the land, as follows:

1. No exterior remodeling, alterations or improvements, or such interior changes which may effect the exterior design or appearance of any residence within Buckmoor Manor, including but by no means limited to, painting or changing of siding or roof materials, shall be commenced without the prior written approval of the Architectural Control Committee, given in accordance with the provisions of paragraph 7 of the Restrictive Covenants of the plat of Buckmoor Manor.

2. In addition to the stated and general purposes and responsibilities of The Buckmoor Manor Association, Inc. ("the Association"), as set forth in the Declaration of Covenants and Restrictions for The Buckmoor Manor Association, Inc., recorded on the 25th day of April, 1985, as Instrument #3359, in Book 57, at Page 583, in the office of the Recorder of Johnson County, Indiana, the Association is hereby empowered to perform all repairs, maintenance and upkeep deemed necessary to maintain all lots and improvements thereon in a clean and neat condition and in good repair. The Association, through its Board of Directors, shall first notify the fee simple owner of any lot and/or upon which any condition exists which the Association believes does not reasonably conform to the standards maintained by the majority of property owners within Buckmoor Manor. In the event the said owner fails to make the repairs or perform the maintenance or upkeep as required by the Association within a reasonable time, as specified in the Association's notice to the owner, the Association may, in its discretion, cause the said repairs, maintenance and upkeep to be performed at the expense of the said owner, notifying the owner in writing upon completion

thereof of the amount and nature of the cost so incurred. Should the owner fail to pay the costs as reasonably incurred by the Association, the Association shall have a lien upon the owner's said real estate and improvements for the full amount of such costs and all related expenses incurred by the Association as herein provided.

3. In the event the Association is required to enforce its lien for costs and expenses incurred as provided in paragraph 2 of these Supplemental Covenants, the owner shall be responsible for all reasonable expenses incurred by the Association in recovering the costs expended on the owner's behalf, including by example, attorney's fees and the costs of collection. This provision shall not limit in any manner the owner's obligation for the payment of fees and expenses incurred as the result of the owner's violation of the Covenants of the plat of Buckmoor Manor, as provided in paragraph 22 of those said Covenants. The provisions of the said paragraph 22 shall be interpreted to include costs and expenses incurred by the Association, as well as the Developer and the property owners, in enforcing all of the covenants and restrictions of the plat.

4. These Supplemental Covenants and Restrictions shall constitute additional covenants of the plat of Buckmoor Manor, which plat is of record as Instrument #3358, in Book 11, at Page 25, in the office of the Recorder of Johnson County, Indiana, and shall be construed in conjunction with the Restrictive Covenants of Buckmoor Manor, which are of record as Instrument #3360, in Book 57, at Page 584, in the office of the Recorder of Johnson County, Indiana. The duration and enforcement of these Supplemental Covenants shall be as provided in the Restrictive Covenants of Buckmoor Manor, as referenced herein.

WITNESS my hand and seal this 11th day of September, 1985.

NICHOLS COLLECTION, an Indiana Limited Partnership

By Daniel R. Nichols, General Partner
DANIEL R. NICHOLS
General Partner

STATE OF INDIANA)
)SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared DANIEL R. NICHOLS, who acknowledged execution of the within Supplemental Covenants and Restrictions Governing the Lots and Properties in Buckmoor Manor Subdivision, White River Township, Johnson County, Indiana, stating that the representations contained therein are true and correct to the best of his knowledge and belief.

WITNESS my hand and Notarial Seal this 11th day of September, 1985.

Michelle Johnson
MICHELLE JOHNSON Notary Public

My Commission Expires: 9-29-88 County of Residence: MARION

This Instrument Prepared By:

MICHAEL J. KIAS
FORBES, KIAS & PENNAMPED, P.C.
131 East Ohio Street
Indianapolis, Indiana 46204
Phone: (317) 634-7094

SEP 13 12 43 PM '85

RECEIVED FOR RECORD
BOOK 57 PAGE 902
S. KATHRYN PITTS
JOHNSON COUNTY RECORDER

93005927

JOINT USE AND MAINTENANCE AGREEMENT

This Agreement ("Agreement") made and entered into as of the 26th day of March, 1993, by and between Buckmoor Manor Association, Inc., an Indiana not-for-profit corporation ("Buckmoor Manor"), and Olive Branch Manor Community Association, Inc., an Indiana not-for-profit corporation ("Olive Branch Manor").

WITNESSETH, THAT:

WHEREAS, reference is made to that certain Declaration of Covenants and Restrictions for the Buckmoor Manor Association, Inc., an Indiana Not-for-Profit Corporation, dated March 21, 1985, filed as Instrument No. 3359, Book 057, Page 583 in the Office of the Recorder of Johnson County, Indiana (the "Buckmoor Manor Declaration") in connection with which Buckmoor Manor was formed for the purpose of exercising certain functions with respect to the residential subdivision consisting of ± 34.43 acres, more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Buckmoor Manor Subdivision").

WHEREAS, the development of Buckmoor Manor Subdivision contemplated the construction of certain improvements in a portion of Common Area "A" as designated, defined and depicted in Buckmoor Manor, Section Two, White River Township, Johnson County, Indiana, as per plat thereof recorded in Plat Book "C", pages 195 and 196 in the Office of the Recorder of Johnson County, Indiana ("Common Area A"), including: a swimming pool with bath house; fully lighted tennis courts; and a landscaped park with children's playground.

WHEREAS, The Nichols Collection, an Indiana limited partnership, as developer of Buckmoor Manor Subdivision, never constructed the improvements described above.

WHEREAS, Olive Branch Manor was formed for the purpose of exercising certain functions with respect to a residential subdivision described on Exhibit "C" attached hereto and made a part hereof to be known as Olive Branch Manor (the "Olive Branch Manor Subdivision") to be developed by Davis Development, L.P., an Indiana limited partnership, or an affiliate thereof ("Davis").

WHEREAS, Buckmoor Manor, Olive Branch Manor and Davis wish to provide for the construction of certain amenities and improvements, which are more particularly described on Exhibit "B" attached hereto and made a part hereof ("Amenities"), on a portion of Common Area A for the common use, benefit and enjoyment of the lot owners in Buckmoor Manor Subdivision and Olive Branch Manor Subdivision (collectively, the "Subdivisions" or singly, the "Subdivision").

WHEREAS, after closing on the purchase of the Olive Branch Manor Subdivision, Davis intends to construct the Amenities.

WHEREAS, Buckmoor Manor, Olive Branch Manor and Davis wish to provide for the common use and enjoyment of the common areas, common waterways, common ponds and surrounding common use easements within each Subdivision (the "Common Areas") by the lot owners in each Subdivision.

WHEREAS, the parties hereto have entered into this Agreement for the purpose of creating such rights and establishing control over the maintenance and use of the Amenities as well as the collection of assessments from owners of platted lots within the Buckmoor Manor Subdivision and the Olive Branch Manor Subdivision in a uniform and non-discriminatory manner.

WHEREAS, construction of the Amenities in the manner contemplated hereby shall satisfy and be in lieu of construction of the improvements above described which were not constructed by the developer of Buckmoor Manor Subdivision.

WHEREAS, the Buckmoor Manor Subdivision is comprised of 90 platted lots and the Olive Branch Manor Subdivision is expected to be comprised of 153 platted lots, for a total of 243 platted lots.

NOW, THEREFORE, for and in consideration of the foregoing premises, the mutual promises herein contained, One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Buckmoor Manor and Olive Branch Manor, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are incorporated herein by this reference and made a part of this Agreement.

2. Joint Use. The parties hereto hereby grant a non-exclusive easement in favor of each owner of lots within the Subdivisions for the use and enjoyment of the Amenities and the Common Areas, subject to any reasonable and non-discriminatory rules and regulations jointly promulgated by the parties hereto from time to time and subject to the terms hereof.

3. Responsibilities and Powers of Parties. The parties shall jointly be responsible for the Amenities, including, but not limited to: (i) reasonable maintenance and operation of the Amenities or as the parties shall jointly deem necessary or appropriate, (ii) procuring and maintaining appropriate insurance coverage, (iii) payment of taxes assessed against and payable with respect to the Amenities, (iv) assessment and collection of dues from the owners of lots within the Subdivisions (including Davis, to the extent Davis owns lots within Olive Branch Manor Subdivision) to fund the expenses incurred to maintain and operate the Amenities, (v) performing or contracting for the provision of services for the maintenance and operation of the Amenities or other services as the parties shall jointly deem necessary or advisable, (vi) promulgating and enforcing rules and regulations concerning the use of the Amenities as the parties shall jointly deem necessary or advisable.

4. Cost Sharing. All costs incurred with respect to the Amenities, including, without limitation, costs relating to the maintenance, operation and improvement thereof, but excluding costs relating to the initial construction of the Amenities, shall be shared and paid 63% by Olive Branch Manor and 37% by Buckmoor Manor; provided that there are 90 platted lots within the Buckmoor Manor Subdivision and 153 platted lots within the Olive Branch Manor Subdivision. If the number of platted lots within a Subdivision differs from that which is provided for herein, the cost sharing ratio referred to herein shall be adjusted appropriately so that costs are shared pro rata based upon the actual number of platted lots within each such Subdivision. Each party hereto shall be responsible for assessing and collecting dues from the lot owners within their respective Subdivision pursuant to the terms of their respective declarations and organizational documents to enable such party to pay its respective share of the costs referred to herein.

5. Disputes. In the event of any dispute between the parties hereto with respect to the subject matter hereof, such dispute shall be resolved by the vote of a majority of the owners of platted lots collectively within the Subdivisions with each such lot owner being entitled to one vote per lot, and the decision by a majority of such owners shall conclusively be binding upon the parties hereto and all of the lot owners within the Subdivisions.

6. Miscellaneous. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and all representations, promises and prior or contemporaneous understandings between the parties with respect to the subject matter hereof are merged into and expressed in this Agreement. This Agreement shall not be amended, modified or supplemented without the written agreement of the parties hereto. The undersigned persons executing this Agreement on behalf of the respective parties represent and certify that they are duly elected officers of such party and have been fully empowered, by proper resolution, to execute and deliver this Agreement, that the respective party has full corporate capacity and that all necessary corporate action for the execution and delivery of this Agreement has been taken and done. Upon reasonable request by a party hereunder, the other party shall make, execute and deliver to the requesting party any and all such other and further agreements, instruments of further assurance, certificates and other documents as may, in the reasonable opinion of the requesting party, be necessary or desirable in order to effectuate, complete or perfect, or to continue and preserve the rights and obligations contemplated hereunder. Each party agrees that the other party shall have no rights or

65 000629

obligations with respect to the Subdivision of the other party, including, but not limited to, the right to control or to assess and collect assessments and dues with respect to the Subdivision of the other, except as otherwise expressly provided herein to the contrary with respect to the Amenities. The terms of this Agreement and easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto, the lot owners within each of the Subdivisions and their respective successors and assigns and shall be recorded in the Office of the Recorder of Johnson County, Indiana.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

BUCKMOOR MANOR ASSOCIATION, INC., an Indiana not-for-profit corporation

By: _____

Printed Name: Stephen L. Lucas

Title: President

("Buckmoor Manor")

OLIVE BRANCH MANOR COMMUNITY ASSOCIATION, INC., an Indiana not-for-profit corporation

By: _____

C. Richard Davis, President

("Olive Branch Manor")

65
000629

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared STEPHEN L. LUCAS, the PRESIDENT of Buckmoor Manor Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 25th day of March, 1993.

My Commission Expires:
JUNE 30, 1995

Notary Public

My County of Residence:
HAMILTON

Printed Name: PAUL G. REES

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared C. Richard Davis, the President of Olive Branch Manor Community Association, Inc., an Indiana not-for-profit corporation, who acknowledged the execution of the foregoing Joint Use and Maintenance Agreement and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and notarial seal this 26 day of March, 1993.

My Commission Expires:
2/6/95

L Nadine Hill
Notary Public

My County of Residence:
Marion

Printed Name: L Nadine Hill

STATE OF INDIANA
OFFICIAL SEAL
NOTARY PUBLIC

6
5

00006209

This instrument prepared by Ronald F. Shady, Jr., Attorney at Law, Klineman, Rose, Wolf and Wallack, 135 N. Pennsylvania Street, 2100 First Indiana Plaza, Indianapolis, Indiana 46204-2456; (317) 264-5000.

LIST OF EXHIBITS

Exhibit A	-	Plat Description of Sections One and Two of Buckmoor Manor Subdivision
Exhibit B	-	Description of Amenities
Exhibit C	-	Legal Description of Olive Branch Manor Subdivision

30728

6
5

800626

BUCKMOOR MANOR SUBDIVISION

Buckmoor Manor Subdivision Section One, White River Township, Johnson County, Indiana, as per plat thereof recorded in Plat Book 11, page 25, on April 25, 1985, in the Office of the Recorder of Johnson County, Indiana.

Buckmoor Manor Subdivision Section Two, White River Township, Johnson County, Indiana, as per plat thereof recorded in Plat Book C, pages 195-196, on October 17, 1986, in the Office of the Recorder of Johnson County, Indiana, and as amended by the Amended Plat recorded in Plat Book C, page 362, on July 27, 1988, in the Office of the Recorder of Johnson County, Indiana.

65

000629

EXHIBIT A

AMENITIES

1. lighted asphalt tennis court
2. landscaped playground areas with appropriate playground equipment
3. 30' X 65' in-ground swimming pool with bathhouse constructed in compliance with and pursuant to all applicable state, county and local laws, regulations or guidelines and ancillary operating equipment and facilities
4. adequate asphalt parking area

65
000629

EXHIBIT B

EXHIBIT "C"

A part of the Southeast Quarter of Section 2, Township 13 North, Range 3 East of the Second Principal Meridian, White River Township, Johnson County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of said Southeast Quarter said point marked by an iron pin found this survey; said point also being in the centerline of Olive Branch Road (County Road 800N); thence South 89 degrees 48 minutes 40 seconds East (bearing based on adjacent survey) along the South line of said Southeast Quarter and said centerline 270 feet to the Southeast corner of a tract conveyed to Fred C. and Rita F. Schowengerdt described in Book 194, Page 72 recorded in the Office of the Johnson County Recorder said point also being the Point of Beginning of this description; thence North 02 degrees 02 minutes 12 seconds East parallel to the West line of said Southeast Quarter and along the East line of said Schowengerdt tract 1332.48 feet to a point on the North line of the Southwest Quarter of said Southeast Quarter, said point also being the Northeast corner of said Schowengerdt tract; thence North 89 degrees 54 minutes 48 seconds West on and along the North line of said Southwest Quarter Quarter Section 187.48 feet to an iron pin set this survey on the East right-of-way line of the Illinois Central Railroad (the next three (3) calls are along said East right-of-way line); thence North 02 degrees 02 minutes 12 seconds East 597.26 feet; thence South 87 degrees 57 minutes 48 seconds East 25.00 feet; thence North 01 degrees 19 minutes 26 seconds East 735.73 feet to a point on the North line of said Half-Quarter Section; thence North 89 degrees 59 minutes 25 seconds East along the North line of said Quarter Section 431.42 feet; thence South 00 degrees 00 minutes 35 seconds East 412.50 feet; thence North 89 degrees 59 minutes 25 seconds East 627.58 feet to the Northwest corner of Former Lot Number 75 as platted in Buckmoor Manor Section Two (Plat Book "C", Pages 195 and 196); thence North 89 degrees 59 minutes 25 seconds East on and along the North line thereof a distance of 40.00 feet to the Northwest corner of Lot Number 74 as shown on the Amended Plat of Buckmoor Manor Section Two, Plat Book "C", Page 362; thence South 0 degrees 00 minutes 35 seconds East on and along the West line of said Lot Number 74 a distance of 120.00 feet to the Southwest corner thereof; thence South 22 degrees 25 minutes 55 seconds West a distance of 54.10 feet to the Northwest corner of Lot Number 77 as shown on the Amended Plat of Buckmoor Manor Section Two, Plat Book "C", Page 362; thence South 0 degrees 00 minutes 35 seconds East on and along the West line of said Lot Number 77 a distance of 120.00 feet to the Southwest corner thereof; thence South 89 degrees 59 minutes 25 seconds West on and along the North line of Lot Number 83 as shown on said "Amended" Plat a distance of 40 00 feet to the Southwest corner of Lot Number 76 as originally platted in Buckmoor Manor Section Two (Plat Book "C", Pages 195 and 196); thence South 73 degrees 58 minutes 04 seconds West 30.05 feet; thence South 00 degrees 00 minutes 35 seconds East 622.53 feet to a point on the South line of the North Half of the Southeast Quarter of Section 2, said point also being the Southwest corner of said Buckmoor Manor Subdivision Section Two; thence South 89 degrees 54 minutes 48 seconds East on and along said South line a distance of 169.54 feet to the Northeast corner of the Southwest Quarter of the Southeast Quarter of Section 2; thence South 02 degrees 02 minutes 21 seconds West along the East line of said Southwest Quarter Quarter 898.77 feet to the Northeast corner of a tract conveyed to William Halik described in Book 222, Page 375 in the Office of the Recorder; thence North 89 degrees 48 minutes 40 seconds West along said North line and the North lines of tracts conveyed to Douglas A. and Glenda Becker (Book 199, Page 68) and Robert W. and Elmer P. Chandler (Book 212, Page 764) 300.00 feet to the Northwest corner of said Chandler Tract; thence South 02 degrees 02 minutes 21 seconds West parallel to the last said East line and on the West line of said Chandler Tract 41.92 feet; thence North 89 degrees 48 minutes 40 seconds West parallel to the South line of said Southwest Quarter Quarter Section 168.62 feet; thence South 02 degrees 02 minutes 21 seconds West parallel to the West line of said Southwest Quarter Quarter Section 50.97 feet; thence North 89 degrees 48 minutes 40 seconds West parallel to said South line 511.19 feet to a point 75.00 feet East of the East line of said Schowengerdt Tract; thence South 02 degrees 02 minutes 12 seconds West parallel to the last said East line 307.69 feet to a point 35.00 feet North of the South line of said Southwest Quarter Quarter Section; thence South 89 degrees 48 minutes 40 seconds East parallel to said South line 200.00 feet; thence South 02 degrees 02 minutes 12 seconds West parallel to said East line 35.02 feet to a point on said South line and the centerline of said Olive Branch Road; thence North 89 degrees 48 minutes 40 seconds West along said South line and centerline 275.04 feet to the Point of Beginning containing 50.695 acres more or less, subject however to all legal rights-of-way and easements of record.

RECEIVED FOR RECORD
BOOK 65 PAGE 229
JACQUCLINE E. KELLER
JOHNSON COUNTY RECORDER
MAR 31 3 28 PM '93