DECLARATION OF RESTRICTIONS
EAGLE NEST PROPERTY OWNERS' ASSOCIATION, INC.

THIS DECLARATION, made this 21st day of September, 1971, by The Rhododendron Corporation, an Indiana corporation (hereinafter referred to as the "developer"), WITNESSETH:

WHEREAS, the Developer is the owner of all of the lands contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands will be subdivided and known as the Eagle Nest Development (hereinafter referred to as the "Development"), and will be more particularly described on the plats of the various sections thereof which will be recorded in the office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the Development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer 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 Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege,
prior to the recording of the plat by the Developer of a particular lot or tract within the development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 350 residential lots within the lands shown on Exhibit A.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration:

A. "Committee" shall mean the Eagle Nest Control Committee, composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time with or without cause. Any vacancies from time to time existing shall be filled by appointment of the Developer. The Developer may, at its sole option, at any time hereafter, relinquish the Association the power to appoint and remove one or more members of the Committee.

B. "Association" shall mean the Eagle Nest Property Owners' Association, Inc., a not-for-profit corporation, the membership and powers of which are more fully described in paragraph 10 of this Declaration.

C. "Lot" shall mean any parcel of residential real estate described by one of the plats of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, with respect to the Developer or the Association by the President or a Vice President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a lot, but excluding those persons having such interest merely as security for the performance of any obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as a part of the development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single-family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house and

prior to the recording of the plat by the Developer of a particular lot or tract within the development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 350 residential lots within the lands shown on Exhibit A.

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such outbuildings as are usually accessory to a single-family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plans shall be used in a manner consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceeding now pending before the Metropolitan Development Commission of Marion County, Indiana, under Docket No. 73-2-115. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Residential Use Of Accessory Outbuilding Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these Restrictions ever be used as a residence or dwelling house or place for human occupancy.

C. Occupancy Or Residential Use Of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall be made by the Committee and such decision shall be binding on all parties.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plans of the sections within the Development, but shall in no case contain less than 1,200 square feet of living area.

B. Residential Set-Back Requirements.

(i) Front Set-Backs. Unless otherwise provided in these Restrictions or on the recorded plans, all dwelling houses and above grade structures shall be constructed so that the front line of any portion thereof shall be set back a distance of

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\text{inches} = \frac{1}{12} \text{feet} = \frac{1}{6} \text{feet}
\]
placed on residential lots in the Development so as to comply
with the set-back lines, as established in plats of the various
portions of the Development.

(ii) Side Yards. The side yard set-back lines shall
not be less than 10 feet from the side line of the lot on one
side and 7 feet from the side line of the lot on the other side.

(iii) Rear Yards. The rear set-back line shall be
at least 20 feet from the rear lot line.

C. Fences, Mailboxes and Trees - Tree Control Plan. In
order to preserve the natural quality and aesthetic appearance
of the existing geographic areas within the Development, any
fence or mailbox must be approved by the Committee as to size,
location, height and composition before it may be installed.
A lot must have at least two trees growing upon it in the front
yard by the time the house is completed, and if this requires
plantings by the Owner, the Committee must approve the size
and location of such trees. Within all areas shown on the plan
filed with the Metropolitan Development Commission under Doc.
No. 73-2-116 as covered with trees, no tree with a trunk diameter
of 4 inches or more when measured 4 feet above the ground may be
removed without the prior written consent of the Committee. No
substantial tree removal program may be instituted by the
Developer without prior consultation with the staff of the
Metropolitan Development Commission.

D. Exterior Construction. The finished exterior of
every building constructed or placed on any lot in the
Development shall be of material other than tar paper,
rollbrick siding or any other similar material. No house
shall have metal prefabricated flues that extend above the
highest roof line. All driveways must be paved with asphalt
or concrete.

E. Garages Required. All residential dwellings in the
Development shall include an enclosed garage which shall be
shown in the plans submitted to the Committee pursuant to
paragraph 7 of these Restrictions.

F. Heating Plants. Every house in the Development
must contain a heating plant installed in compliance with
the required codes and capable of providing adequate heat
for year-round human habitation of the house.

G. Diligence in Construction. Every building whose
construction or placement on any residential lot in the
Development is begun shall be completed within six (6)
months after the beginning of such construction or placement.
No improvement which has partially or totally been destroyed
by fire or otherwise, shall be allowed to remain in such
state for more than three (3) months from the time of such
destruction or damage.
II. Time in Which to Build Structures. The time or times within which the Owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development. If a house is not completed upon a lot within the prescribed time, the Developer shall have the option to repurchase such lot for a price, in cash, equal to the Owner's cost basis in the lot, including the cost of improvements up to the time of repurchase. This option shall expire if not exercised prior to the time of completion of the house.

III. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

IV. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

V. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, now, then, or hereafter, such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner...
in which such annual charge may be collected. Neither the
Association nor any of its agents, employees, or contractors
shall be liable for any damage which may result from any
maintenance work performed hereunder.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted
on any lot in the Development (except during a period of
construction, and then only with the consent of the Committee).

B. Construction of Sewage Lines. All sanitary sewage lines
on the residential building lots shall be designed and constructed
in accordance with the provisions and requirements of the Marion
County Board of Health. No storm water (subsurface or surface)
shall be discharged into sanitary sewers. Copies of all permits,
plans and designs relating to the construction of a sanitary
sewer service line shall be submitted in duplicate to the
Committee at the time of the submission of all other plans or
documents required for the obtaining from said Committee of a
permit to build.

5. RESTRICTIONS CONCERNING THE EASTWARD LOTS.

No residential lot shall be platted along the east boundary
of the Development which does not comply with all requirements
of the B-2 classification within the Marion County Dwelling
District Zoning Ordinance as presently in force.

6. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be
permitted on any lot in the Development, nor shall anything be
done on any of said lots that shall become or be an unreasonable
annoyance or nuisance to any owner of another lot in the
Development.

B. Signs. No signs or advertisements shall be displayed or
placed on any lot or structures in the Development without the
prior written approval of the Committee.

C. Animals. No animals shall be kept or maintained on any
lot in the Development except the usual household pets, and, in
such case, such household pets shall be kept reasonably confined
so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or
similar vehicles shall be parked on any street in the Development.
No such vehicle shall be parked in view in the Development for
more than a 48-hour period.

E. Garbage and Other Refuse. No owner of a lot in the
Development shall burn or permit the burning out of doors of
garbage or other refuse, nor shall any such owner accumulate or
permit the accumulation out of doors of such refuse on his lot.
except as may be permitted in subparagraph F below. All houses
built in the Development shall be equipped with a garbage
disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for
the storage of fuel that is installed outside any building in the
Development shall be buried below the surface of the ground.
Every outdoor receptacle for ashes, trash, rubbish or garbage
shall be installed underground or shall be so placed and kept as
not to be visible from any street within the Development at any
time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall
build or permit the building upon said lot of any dwelling house
that is to be used as a model home or exhibit house without
permission to do so from the developer.

H. Temporary Structures. No temporary house, trailer, tent,
 garage or other outbuilding shall be placed or erected on any
lot nor shall any overnight camping be permitted on any lot.

I. Ditches and Swales. It shall be the duty of every owner
of every lot in the Development on which any part of an open
storm drainage ditch or swale is situated to keep such portion
thereof as may be situated upon his lot continuously unobstructed
and in good repair, and to provide for the installation of such
culverts upon said lot as may be reasonably necessary to
accomplish the purposes of this subsection. All Owners, if
necessary, shall install dry culverts between the road rights of
way and their lots in conformity with specifications and recom-
nendations of the Committee.

J. Utility Services. No utility services shall be installed
under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled
on any of the lots nor shall any septic tanks be installed on any
of the lots in the Development, without the approval of the
Committee.

L. Sight Distances at Intersections. No fence, wall, hedge
or shrub planting which obstructs sight lines at elevations
between two (2) and six (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 twenty-five (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 ten (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 foliage line is
maintained at sufficient height to prevent obstruction of such
sight lines.
7. EAGLE NEST DEVELOPMENT CONTROL COMMITTEE.

A. POWERS OF COMMITTEE.

(i) Generally. No dwelling, building structure or improvement of any type or kind shall be constructed or placed on any lot in the Development without the prior approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee, and shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the lot and the location of the improvement proposed to be constructed or placed upon the lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings required to be submitted to the Committee shall be drawn to a scale of 1" = 10', or to such other scale as the Committee may require. There shall also be submitted, where applicable, the permits or reports required under paragraph 3 of these Restrictions. All such plot plans shall be prepared by either a registered land surveyor, engineer or architect.

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

(a) The plans, specifications, drawings or other material submitted are themselves inadequate or incomplete, or show the proposed improvement to be in violation of these restrictions;

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

The proposed improvement, or any part thereof, would be, in the opinion of the Committee, be contrary to the interests, welfare or rights of all or any part of other Owners.

(iii) Power to Grant Variances. The Committee may allow reasonable variances or adjustments of these Restrictions where literal application would result in unnecessary hardship, but any such variance or adjustment shall be granted in...
conformity with the general intent and purposes of these
Restrictions, and no variance or adjustment shall be granted
which is materially detrimental or injurious to other lots
in the Development.

B. Duties of Committee. The Committee shall approve
or disapprove proposed improvements within 30 days after all
required information shall have been submitted to it. One copy
of all submitted material shall be retained by the Committee
for its permanent files. All notifications to applicants
shall be in writing, and, in the event that such notification
is one of disapproval, it shall specify the reason or reasons.

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

D. Inspection. The Committee may inspect work being
performed with its permission to assure compliance with
those Restrictions and applicable regulations.

8. RULES GOVERNING BUILDING ON SEVERAL CONTIGUOUS LOTS
    HAVING ONE OWNER.

Whenever two or more contiguous lots in the
Development shall be owned by the same person, and such Owner
shall desire to use two or more of said lots as a site for a
single dwelling house, he shall apply in writing to the
Committee for permission so to use said lots. If permission
for such a use shall be granted, the lots constituting the
site for such single dwelling house shall be treated as a
single lot for the purpose of applying these Restrictions
so said lots, so long as the lots remain improved with one
single dwelling house.

9. OWNERSHIP, USE AND ENJOYMENT OF COMMONS AND RECREATIONAL
    FACILITIES.

Each commons and recreational facility depicted on
the recorded plats of the Development shall remain private,
and neither the Developer's execution or recording of the
plats nor the doing of any other act by the Developer is, or
is intended to be, or shall be construed as, a dedication to
the public of the commons or recreational facilities. A
license upon such terms and conditions as the Developer, and
the successors, assigns or licensees of it shall from time
to time grant, for the use and enjoyment of the commons and
the recreational facilities, is granted to the persons who
are from time to time members of the Association. Ownership
of the commons and recreational facilities shall be conveyed
in fee simple title, free of financial encumbrances to the
Association upon their completion. Such conveyance shall
be subject to easements and restrictions of record, and
such other conditions as the Developer may at the time of
such conveyance deem appropriate. Such conveyance shall be
deemed to have been accepted by the Association and those
persons who shall from time to time be members thereof
upon the recording of a deed or deeds conveying such commons
and recreational facilities to the Association.

10. EAGLE NEST PROPERTY OWNERS' ASSOCIATION, INC.

A. In General.

(1) There has been or will be created, under the
laws of the State of Indiana, a not-for-profit corporation
to be known as the "Eagle Nest Property Owners' Association,
Inc.", which is referred to as the "Association". Every
Owner of a residential lot in the Development shall be a
member of the Association. If a person would realize upon
his security and become the Owner of a residential lot
within the Development, he shall then be subject to all the
requirements and limitations imposed in these Restrictions
on other Owners of residential lots within the Development
and any members of the Association, including these provisions
with respect to the payment of an annual charge.

(2) In addition to the foregoing, the Board of
Directors of the Association may establish associate
memberships in the Association for persons who are not
otherwise entitled to the benefits of membership by virtue
of being Owners of residential lots within the Development.
Associate members shall have none of the rights of members
to vote at meetings of the Association. The Board of
Directors of the Association may establish fees or charges
for such associate memberships and rules and regulations
concerning such associate memberships which may be different
from those applicable to members generally.

B. Purposes of the Association.

(i) The general purpose of the Association is to
provide a means whereby those areas within the Development
designated as commons and recreational areas on the plats
thereof, and such other recreational facilities within the
Development as may be conveyed to the Association or
established by it, may be operated, maintained, repaired
and replaced.

(ii) An additional purpose of the Association is
to provide a means for the promulgation and enforcement of
regulations necessary to govern the use and enjoyment of such commons and recreational facilities or other amenities and such other recreational facilities within the Development as may be conveyed to the Association.

C. Power of Association to Levy and Collect Charges and Impose Liens.

(i) The Association shall have all of the powers set forth in its Articles of Incorporation, together with all other powers that belong to it by law, including the power to levy a uniform annual charge or assessment against the lots within the Development. Such charge shall be at least $56.00 per year for each residential lot in the Development. However, if the Board of Directors of the Association, acting in accordance with the By-Laws of the Association, shall so determine after consideration of the financial requirements of the Association, the annual charge may be greater. No charge shall ever be levied by the Association against the Developer or any corporation that may be created to acquire title to and operate utilities serving the Development.

(ii) Every such charge shall be paid by the members of the Association before the first day of June of the year for which the charge is made. The Board of Directors of the Association shall set the amount of the annual charge by the first day of May of each year, and written notice of the charge so fixed shall be sent to each member.

(iii) Any charge levied or assessed against any lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that lot until paid in full, and shall also be a personal obligation of the Owner or Owners of that lot at the time the charge fell due. Such charge shall bear interest at the rate of 6% per annum until paid in full. If, in the opinion of the Board of Directors of the Association, such charge has remained due and payable for an unreasonably long period of time, the Board may, on behalf of the Association, institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owing in any court of competent jurisdiction. The Owner of the lot or lots subject to the charge, shall, in addition to the amount of the charge at the time legal action is instituted, be obliged to pay any expense or costs, including attorneys’ fees, incurred by the Association in collecting the same. Every Owner of a lot in the Development and any person who may acquire any interest in such lot, whether as an Owner or otherwise, is hereby notified, and
by acquisition of such interest agrees, that any such liens which may exist upon said lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become the owner of a lot in the Development is hereby notified that by the act of acquiring, making such purchase or acquiring such title, such person shall be conclusively held to have covenantated to pay the Association all charges that the Association shall make pursuant to this subparagraph 10-C of the Restrictions.

(iv) The Association shall, upon demand, at any time, furnish a certificate in writing signed by an officer of the Association that the assessments on a specified lot have been paid or that certain assessments against said lot remain unpaid, as the case may be. A reasonable charge may be made by the Board of Directors of the Association for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

D. Purpose of the Assessments. The charges or assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members of the Association, and, in particular, for the improvement and maintenance of the properties owned or operated by the Association.

E. Suspension of Privileges of Membership. Notwithstanding any other provision contained herein, the Board of Directors of the Association shall have the right to suspend the voting rights, if any, and the right to use the facilities of the Association of any member or associate member (I) for any period during which any of the Association's charges owed by the member or associate member remains unpaid; (II) during the period of any continuing violation of the restrictive covenants for the Development, after the existence of the violation shall have been declared by the Board of Directors of the Association; and (III) during the period of any violation of the Articles of Incorporation, By-laws or regulations of the Association.

11. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuance of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failure either to abate by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions
shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. **Enforcement by Metropolitan Development Commission.**

These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

12. **EFFECT OF BECOMING AN OWNER.**

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

13. **TITLES.**

The underlined titles preceding the various paragraphs and subparagraphs of the Restrictions are for convenience of reference only, and none of them shall be used as an aid to the construction of any provision of the Restrictions. Wherever and whenever applicable, the singular form of any word shall be taken to mean or apply to the plural, and the masculine form shall be taken to mean or apply to the feminine or to the neuter.

14. **DURATION.**

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2073, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years unless changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

15. **SEVERABILITY.**

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the

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Restrictions and of and from every other one of the
Restrictions, and of and from every combination of the
Restrictions. Therefore, if any of the restrictions shall
be held to be invalid or to be unenforceable, or to lack
the quality of running with the land, that holding shall
be without effect upon the validity, enforceability or
"running" quality of any other one of the Restrictions.

IN TESTIMONY WHEREOF, witness the signature of
the Declarant this 21st day of September, 1973.

THE SHOREWOOD CORPORATION

ATTEST:

[Signature]

Secretary

STATE OF INDIANA
COUNTY OF MONTGOMERY

Before me, a Notary Public in and for said County
and State, personally appeared Stanley E. Hunt and
Hayes T. O'Brien, the Executive Vice President and
Secretary of the Shorewood Corporation, and
acknowledged the execution of the foregoing Declaration of
restrictions for and on behalf of that corporation.

Witness my hand and seal this 21st day of

[Signature]

Notary Public

My commission expires:
May 13, 1976

This instrument was prepared by Daniel E. Johnson,
attorney at law.

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Land being part of the West Half of the Southeast Quarter of Section 24 and the Northeast Quarter of the Northwest Quarter of Section 25, and part of the West Half of the Northeast Quarter of Section 23, all in Township 17 North, Range 4 East in Marion County, Indiana, being more particularly described as follows:

Beginning at the Southwest corner of the Northeast quarter of Section 25; running thence N 01°08'36" E along the West line of said Northeast quarter section a distance of 1320.287 feet to the Southeast corner of the Northeast quarter of the Northwest quarter of said Section 25; running thence N 89°51'10" W along the South line of said quarter, quarter section a distance of 1366.209 feet to the Southwest corner of said quarter, quarter section; running thence N 01°02'34" E along the West line of said quarter, quarter section a distance of 1325.068 feet to the Northeast corner of said quarter, quarter section; running thence S 89°49'17" E along the North line of said quarter, quarter section a distance of 1368.584 feet to the Northeast corner of the aforementioned Northeast quarter of said Section 25; running thence S 89°54'55" W along the South line of the West half of the Southeast quarter of said Section 24 a distance of 464.076 feet to a point that is 866.779 feet West of the Southeast corner of said West half measured along said South line; running thence N 01°19'17" E a distance of 2306.353 feet to a point that is 256.293 feet South of the North line of said half, quarter section; running thence S 89°59'59" W parallel to said North line a distance of 225.000 feet; running thence N 01°19'37" E a distance of 256.420 feet to a point on the North line of said half, quarter section, said point being 1091.770 feet West of the Northeast corner of said half, quarter section measured along said North line; running thence N 89°58'55" E along said North line a distance of 1091.770 feet to the Northeast corner of said half, quarter section; running thence S 01°19'31" W along the East line of said half, quarter section a distance of 2664.439 feet to the Southeast corner of said half, quarter section also being the Northeast corner of the Northwest Quarter of the Northeast Quarter of said Section 25, running thence S 00°59'50" W along the East line of said quarter, quarter section a distance of 1326.307 feet to the Southeast corner of said quarter, quarter section; running thence N 88°59'53" W along the South line of said quarter, quarter section a distance of 674.409 feet to a point; said point being 660.00 feet East of the West line of said Northeast quarter of said Section 25 measured parallel to the South line thereof; running thence S 01°08'36" W parallel to said West line a distance of 1067.741 feet to a point on the North line of Lot 1 in Timbercrest, First Section as recorded in Plat Book 30, page 31 in the Office of the Recorder of Marion County, Indiana, the next four calls being along the Northern and Western lines of lots 1, 2, 3, and 4 in said addition; running thence S 82°45'17" W a distance of 116.806 feet; running thence S 80°23'48" W a distance of 108.299 feet; running thence N 38°45'50" W a distance of 198.766 feet; running thence S 01°08'36" W a distance of 200.150 feet to the Southwest corner of said Lot 6; running thence S 69°05'10" W a distance of 45,000 feet to a point on the South line of the Northeast Quarter of said Section 25; running thence N 80°56'50" W along said South line a distance of 245.375 feet to the point of beginning; containing in all 154.830 acres, more or less.

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"EXHIBIT A"