DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
FOX RIDGE

THIS DECLARATION, made on the date hereinafter set forth by Waterfront Development Co., Inc., an Indiana corporation, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Indianapolis, Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and by this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the properties described in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
NAME

This subdivision shall be known and designated as Fox Ridge, a subdivision located in Indianapolis, Marion County, Indiana.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Fox Ridge Homeowners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.
Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the real estate described in Exhibit "A" and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Plat" shall mean and refer to the subdivision plat of the Properties recorded in the Office of the Recorder of Marion County, Indiana, as the same may be hereafter amended or supplemented.

Section 5. "Driveway Easements" shall mean and refer to the surface easements for ingress and egress appurtenant to the Lots as shown on the Plat and labeled "D.W.E.". The rights of Owners as to their respective Driveway Easements are more specifically described in Article XI.

Section 6. "Lot" shall mean and refer to any parcel of land shown upon the Plat. With respect to any single-family portion of any Building that may be constructed on a part of more than one of such parcels, "Lot" shall mean and refer to the real estate conveyed in connection with such dwelling unit.

Section 7. "Building" shall mean and refer to any multi-family dwelling unit that may be constructed on a part of more than one Lot.

Section 8. "Declarant" shall mean and refer to Waterfront Development Co., Inc., its successors and assigns as a declarant.

Section 9. "Board of Directors" shall mean and refer to the Board of Directors of the Association.
ARTICLE III

LOTS

Section 1. Number of Lots. This subdivision consists of 108 Lots numbered from 1a to 27d, both inclusive, with public streets as shown on the Plat.

Section 2. Street Dedication. The streets (but not Driveway Easements) shown on the Plat and not heretofore dedicated are hereby dedicated to the public.

Section 3. Land Use. All Lots shall be used exclusively for single-family residential purposes, except that Declarant shall have the right to subdivide, dedicate or otherwise convey or use a portion of any one or more Lots which it owns for recreational uses for the benefit of all Owners and other members of Western Homeowners Association, Inc. In the event any portion of any Lot or Lots is so used, reasonable rules and regulations shall be promulgated and enforced so that the use and enjoyment of adjacent Lots by the Owners thereof shall not be disturbed.

Section 4. Subdivision of Lots. No Lot shall be subdivided to form units of less area, except as otherwise provided in Section 3 of this Article III.

Section 5. Conveyance of Lots. Each Lot shall be conveyed as a separately designated and legally described freehold estate subject to the covenants, conditions and restrictions contained herein.

ARTICLE IV

ACCESS RIGHTS OF ASSOCIATION

Certain utility lines, sewer and other facilities and other improvements located on one Lot may serve other Lots. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, their respective officers, agents, employees and contractors, shall have an easement thereto and shall have the right, at
reasonable times and at any time in case of emergency, to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewers or other facilities which serve more than one Lot.

If any Owner shall fail to adequately maintain the open area included within his Lot (excluding the maintenance responsibilities of the Association as hereinafter provided), the Association upon the giving of ten (10) days written notice to such Owner, shall have the right to enter upon such open area and do any necessary maintenance thereon. The cost of such maintenance shall be a special assessment against such Lot and the Owner thereof.

The Association shall have and is hereby granted an easement for access to all Lots for ingress and egress as reasonably required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties as set forth in this Declaration. The easement specified herein is also reserved for the benefit of Declarant so long as Declarant owns any Lot.

ARTICLE V
USE RESTRICTIONS

Section 1. Type, Size and Nature of Improvements. No single-family dwelling, garage, outbuilding, fence or wall shall be erected, placed or constructed on any Lot, other than original construction by or on behalf of Declarant, except in a manner approved in writing by Board of Directors or the architectural committee specified in Article XIII hereof prior to the commencement of construction as to the type of materials, exterior facade, design, layout, location, finished grade elevations and the like. Approval shall be considered based upon satisfactory plans and specifications providing such detail as may be reasonably required (which upon approval shall be strictly adhered to throughout construction unless modified.
or amended with further written approval; subject to the
improvement of any Lot satisfying the following minimum
standards:

(a) No structure or building shall be erected, placed or constructed on any Lot other than
one (1) single-family dwelling unit not to exceed three (3) stories in height, one (1)
private garage for not more than three (3) cars and such other outbuildings as are usual
and incidental to the use of such Lot for single-family residential purposes.

(b) No structure of a temporary character, trailer, basement, tent, shack, garage, barn
or other outbuilding shall be erected, placed or constructed on any Lot for use as a
residence, either temporarily or permanently, or at any time be used for such purpose.

(c) Every single-family dwelling unit erected, placed or constructed on any Lot shall have a
minimum finished floor area, exclusive of open porches, stoops, attached garages or carports,
of seven hundred (700) square feet. In the case of a two-story structure, at least four
hundred (400) square feet of the required minimum floor area shall be on the first (1st)
floor.

(d) All materials used on the exterior of any
single-family dwelling unit, garage or
outbuilding erected, placed or constructed on
any Lot shall be demonstrated to last at least
fifty (50) years and shall be new, except that
used brick, weathered barn siding or the like,
or interior design features utilizing other
than new materials may be approved by
Declarant.

(e) Every single-family dwelling unit, garage or
outbuilding erected, placed or constructed on
any Lot shall be completed, including at least
one (1) coat of paint, stain, varnish or
preservative on any exterior wood surfaces.
Until all work is completed and such
single-family dwelling unit is ready for
occupancy, the Lot shall be kept and
maintained in a sightly and orderly manner and
no trash or other rubbish shall be permitted
to unreasonably accumulate thereon.

(f) Any tank for the storage of fuel erected,
placed or constructed on any Lot outside of
any structure or building permitted hereunder
shall be concealed or otherwise located below
the surface of the ground.

(g) No fence, wall, hedge or shrub planting which
obstructs site lines and elevations between
two (2) and six (6) feet above any street
shall be placed or permitted to remain on any
corner Lot within the triangular area formed
by the street right-of-way lines and a line
connecting points twenty-five (25) feet from
the intersection of such lines, or in the case

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of a rounded property corner, from the intersection of the street lines extended. The same site line 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.

In the event that written approval is not received as required hereunder within twenty-one (21) days from the date requested, the failure to issue such written approval shall be construed as the disapproval of the request made.

Section 2. Animals. No animals, livestock or poultry of any kind shall be raised, bred or keep 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.

Section 3. Waste Disposal. No Lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. Waste matter or materials shall be kept only in sanitary containers and all incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 4. Prohibited Activities. 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.

Section 5. Water and Sewer Systems. No individual water supply system or sanitary sewer system shall be permitted on any Lot.

Section 6. Certain Vehicles Prohibited. Any motor vehicle which is inoperative and not being used for normal transportation shall not be permitted to remain on any Lot.

Section 7. Drainage. Any field tile or underground drain which is encountered in the construction of any improvements on any Lot shall be perpetuated and all owners of

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Lots and their successors shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

Section 8. Exterior Antennae. Without prior written approval and authorization of the Board of Directors, no exterior television, radio or other type of antennae shall be placed, allowed or maintained upon any portion of the Properties nor upon any structure or improvement situated upon the Properties.

Section 9. Building Line Restriction. No Building or other structure shall be constructed in a manner which encroaches upon the thirty-five (35) feet building line along the southern boundary of the Properties as shown on the Plat; provided, however, concrete or similar patios or porches, awnings and fences not in excess of (6) feet in height, may encroach upon said building line. In no event shall any such encroaching patio or porch be enclosed or otherwise improved so as to increase the living or building area of the appurtenant residential unit.

Section 10. Construction and Sale Period. Notwithstanding any provisions contained herein to the contrary, it shall be expressly permissible for Declarant to maintain, during the period of construction and sale of Lots, upon any portion of the Properties which Declarant owns, such facilities as in the sole opinion of Declarant may be reasonably required, or be convenient or incidental to the construction and sale of the Lots, including, but without limitation, storage areas, signs, model residences, construction offices, sales offices and business offices.

ARTICLE VI

ASSOCIATION, MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.
Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. 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 Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
(b) on January 1, 1986.

Section 3. The Owners shall elect a Board of Directors of the Association as prescribed by the Association's By-Laws. The Board of Directors shall manage the affairs of the Association.

ARTICLE VII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges; (2) special assessments for capital improvements and operating deficits; and (3) special assessments as provided in Article IV, Article IX and Article X; such assessments to be
established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, 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 interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety, and welfare of the residents in the Properties and for the improvements, maintenance and other purposes as specifically provided herein.

Section 3. Maximum Monthly Assessments.

(a) Until January 1, 1981, the maximum monthly assessment on any Lot conveyed by Declarant shall be $24.00 per Lot, except that if a Lot is undeveloped or construction of the residential unit thereon is incomplete, the maximum monthly assessment for such Lot shall be twenty-five per cent (25%) of the monthly assessment applicable to other Lots.

(b) From and after January 1, 1981, the maximum monthly assessment may be increased each calendar year not more than 12% above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1, 1981, the maximum monthly assessment may be increased above 12% by a vote of a majority of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(d) The Board of Directors may fix the monthly assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements and Operating Deficits. In addition to the
monthly assessments authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement which the Association is required to maintain or for operating deficits which the Association may from time to time incur, provided that any such assessment shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty per cent (60%) of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both monthly and special assessments for capital improvements and operating deficits must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Monthly Assessments; Due Dates. The monthly assessment provided for herein and the insurance assessment provided for in Article X shall commence as to each Lot on the first day of the first month following the conveyance of such Lot by Declarant. The Board of Directors shall fix any increase in the amount of the monthly assessment at least thirty (30) days in advance of the effective date of such increase. Written notice of special
assessments and such other assessment notices as the Board of Directors shall deem appropriate shall be sent to every Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate in recordable form signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate from the Association regarding the status of assessments for any Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments:
Remedies of the Association. If any assessment (or monthly installment of such assessment, if applicable) is not paid on the date when due (pursuant to Section 7 hereof), then the entire unpaid assessment shall become delinquent and shall become, together with such interest thereon and cost of collection thereof as hereinafter provided, a continuing lien on such Lot, binding upon the then Owner, his heirs, devisees, successors and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of 8% per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, or both, 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 attorneys' fee to be fixed by the court, together with the costs of the action in favor of the prevailing party.
No Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Provided, however, the sale or transfer of any Lot pursuant to the foreclosure of any first mortgage on such Lot (without the necessity of joining the Association in any such foreclosure action) or any proceedings or deed in lieu thereof shall extinguish the lien of all assessments becoming due prior to the date of such sale or transfer.

ARTICLE VIII
DECLARANT'S RIGHTS

Section 1. Use of Property. Declarant reserves the right to use any of the Lots as models and to sell, assign or conduct other businesses in connection with the construction and development of the project from any of such Lots prior to their being sold. This reservation of right or privilege in Declarant includes, but is not limited to, the right to maintain a model, erect signs, maintain an office, staff the office with employees, and to show Lots then unsold. Declarant retains the right to be considered an Owner of any Lot that remains unsold. Declarant also reserves the right to make changes in the location or manner of construction of buildings and other improvements.

Section 2. Declarant's Easement for Adjoining Property. Declarant is presently the owner of certain real estate which is adjacent to the eastern, western and northern boundaries of the real estate described in Exhibit "A" attached hereto. Declarant reserves unto itself the right to connect
to, extend and utilize the utilities located or to be located on the Properties.

ARTICLE IX
MAINTENANCE

Section 1. Maintenance by Owners. The owner of each Lot shall furnish and be responsible for, at his own expense, all the maintenance, repairs, decorating and replacements within his residence, including the heating and air conditioning system and any partitions and interior walls. He further shall be responsible for the maintenance, repair and replacement of all windows in his residence and also the doors leading into the residence, and any and all other maintenance, repair, and replacements of the improvements on his Lot unless otherwise provided herein.

To the extent that equipment, facilities and fixtures within any Lot shall be connected to similar equipment, facilities or fixtures affecting or serving other Lots, then the use thereof by the Owner of such Lot shall be subject to the rules and regulations of the Association. The authorized representatives of the Association or Board of Directors or the manager or managing agent for the Association shall be entitled to reasonable access to any Lot as may be required in connection with maintenance, repairs or replacements of or to any equipment, facilities or fixtures affecting or serving other Lots.

Section 2. Maintenance of Driveway Easements. The Association shall be responsible for the maintenance, repair and repaving of all Driveway Easements and for the maintenance and repair of any pedestrian walkways or sidewalks constructed or to be constructed within the Properties by Declarant for the benefit of all Owners of Lots.

Section 3. Exterior Maintenance Obligations of Association with Respect to Lots. In addition to maintenance
upon the Driveway Easements, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces, and other exterior improvements, lawns, shrubs, trees, trash removal and snow removal from the paved portions of Driveway Easements and front walks. Such exterior maintenance shall not include glass surfaces, doors and doorways, windows, and window frames.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

Declarant has or may construct landscape islands or other similar improvements within a portion or portions of Arrow Wood Lane or Hunters Path, or both, for the benefit of the community. Unless otherwise required by any governmental entity having jurisdiction, the Association shall repair and maintain such landscape islands or other improvements and shall keep such improvements in a neat, clean and presentable condition at all times.

ARTICLE X
INSURANCE

Section 1. Casualty Insurance. The Association shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Properties in an amount consonant with the full replacement value of the improvements excluding all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by any Owner and excluding any personal property owned by any Owner whether located on a Lot or elsewhere. If the Association cannot obtain such coverage for reasonable amounts it shall also
obtain "all risk" coverage. The Association shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Association, it may cause such full replacement value to be determined by a qualified appraiser and the cost of any such appraisal shall be included in the monthly maintenance assessment for each Lot. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each Owner.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, its Board of Directors, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Directors is able to obtain such insurance upon reasonable terms, that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted.

Section 2. Liability Insurance. The Association shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, its Board of Directors, any committee or organ of the Association or Board of Directors, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to Country Village, all Owners and all other persons entitled to occupy any Lot.

The Association shall also obtain any other insurance required by law to be maintained, including but not limited to
workmen's compensation insurance, and such other insurance as the Board of Directors shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, its Board of Directors and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Directors his right to adjust with the insurance companies all losses under policies purchased by the Association.

Section 3. Monthly Assessment for Insurance. The premiums for all such insurance hereinabove described shall be paid by the Association and the pro-rata cost thereof shall become a separate monthly assessment to which each Lot conveyed by Declarant shall be subject under the terms and provisions of Article VII. Each Owner shall prepay to the Association at the time his lot is conveyed to such Owner an amount equal to thirteen (13) monthly insurance assessments and shall maintain such prepayment account at all times. The Association shall hold such funds in escrow for the payment for the purchase of insurance as herein provided. When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

Section 4. Distribution to Mortgagee. In no event shall any distribution of proceeds be made by the Board of Directors directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his Mortgagee jointly.
Section 5. Additional Insurance. Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his residence (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Properties, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Lot but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

Section 6. Casualty and Restoration. Damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose.

Section 7. Insufficiency of Insurance Proceeds. If the insurance proceeds received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, the cost for restoring the damage and repairing and reconstructing the
Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by the Association which shall then have the right to levy a special assessment against all Lots for such deficiency.

For purposes of Section 6 above, repair, reconstruction and restoration shall mean construction or rebuilding of the Building or Buildings to as near as possible the same condition as it existed immediately prior to the damage or destruction and with the same or similar type of architecture.

Section 8. Surplus of Insurance Proceeds. In the event that there is any surplus of insurance proceeds after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Association as a reserve or may be used in the maintenance and operation of the Properties, or, in the discretion of the Board of Directors, may be distributed to the Owners of the Buildings affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Directors in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

ARTICLE XV
EASEMENTS

Section 1. Drainage, Utility and Sewer Easements. There are strips of ground marked "drainage, utility and sewer easements (D. U. & S. E.)" shown on the Plat which are hereby reserved for utilities including telephone, electric, gas, water, sewer and the like, not including transportation companies, for the installation and maintenance of poles, mains, sewers, drains, ducts, lines, wires and the like. The Owners of Lots shall take title 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. No permanent structure of any kind, and no part thereof, including fences, shall be built, erected or maintained on the areas shown on the Plat to be drainage, utility and sewer easements except walkways and paving on the Driveway Easements.

Section 2. Driveway Easements. Driveway Easements as specified in Article II, Section 5, are hereby reserved for the common use and enjoyment of the Owners of any Lot or Lots, their families and invitees. Such Driveway Easements shall not be used for parking of trucks or other commercial vehicles, except temporarily or incidentally for the making of pickups and deliveries to neighboring Lots. No velocipedes, bicycles, toys or other private property shall be allowed to obstruct any Driveway Easement, nor shall the same be stored in the open alongside building walls or other locations of public view. Cars, trucks and other vehicles shall not be parked on the paved portion of any Driveway Easement so as to impede access from or to any Lot or public street. No fence, barrier or other obstruction of any kind shall ever be placed or constructed on any Driveway Easement.

Section 3. Additional Easement Rights. Declarant further reserves unto itself an easement and the full right, title and authority to relocate, alter or otherwise change the location of any drainage, utility, and sewer easement or any Driveway Easement and to grant such further easements, licenses and rights-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within any Lot or Lots or any portion of the Properties. Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, driveway easement, or other easement, license or right-of-way by written instrument.
amended Plat or amendment to the Plat recorded in the Office of the Recorder of Marion County, Indiana and any Owner of any Lot shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section 3 shall not be exercised in a manner which unreasonably and adversely affects any Building or portion thereof located upon any Lot or any Owner's use or enjoyment thereof or which unreasonably restricts the rights of ingress and egress to any Lot. The rights and easements reserved by Declarant in this Section 3 shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate at such time as Declarant shall convey the last Lot within the Properties.

Section 4. Easement for Emergency Purposes. An easement is hereby dedicated and granted for use in the case of an emergency by emergency vehicles such as fire trucks, police cars, ambulances, etc., and emergency personnel, public and private, over and upon the Driveway Easements and any pedestrian walkways or sidewalks.

Section 5. Easement for Entryway Sign. Declarant reserves unto itself for so long as it owns any Lot, and thereafter reserves and grants to the Owners by and through the Association, the right and easement to erect and maintain an entryway sign within the area shown on the Plat as a permanent signage and entryway easement.

ARTICLE XII

PARTY WALLS

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

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

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

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

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

ARTICLE XIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure, except
original construction of Buildings by or on behalf of
Declarant, shall be commenced, erected or maintained upon the
Properties, nor shall any exterior addition to or change or
alteration therein, other than by the Board of Directors, be
made until the plans and specifications showing the nature,
kind, shape, height, materials, and location of the same shall

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have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. Any change in the appearance or the color of any part of the exterior of a residence shall be deemed a change there to and shall require the approval therefor as above provided.

ARTICLE XIV
SIGNs AND HOME OCCUPATIONS

Section 1. Signs. Prior to January 1, 1983, no advertising signs of any kind (other than interior window signs) shall be displayed on any Lot without the prior written approval of Declarant. Further, no signs of any nature, kind or description (including incidental signs as regulated in Section 2.18 of the Dwelling District Zoning Ordinance of Marion County, Indiana, 68-AO-2, as amended) shall be erected, placed or maintained on any Lot which identify, advertise or in any way describe the existence or conduct of a home occupation.

Section 2. Home Occupations. No home occupation shall be conducted or maintained on any Lot other than one which is incidental to a business, profession or occupation of the Owner or occupant of any such Lot and which is generally or regularly conducted in another location away from such Lot. Nothing contained herein shall be construed or interpreted to effect the activities of Declarant in the sale of Lots or single-family dwellings as a part of the development of the Properties.

ARTICLE XV
ENCROACHMENTS AND EASEMENTS FOR BUILDINGS

If, by reason of the location, construction, settling or shifting of a Building, any part of a Building consisting of
the single-family residence appurtenant to a Lot (hereinafter this Article XIV referred to as the "Encroaching Lot") now encroaches or shall hereafter encroach upon any other adjacent Lot, then in such event, an easement shall be deemed to exist and run to the Owner of the Encroaching Lot for the maintenance, use and enjoyment of the Encroaching Lot and all appurteances thereto.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in or on any other Lot and serving his Lot.

ARTICLE XVI
GENERAL PROVISIONS

Section 1. Right of Enforcement. In the event of a violation, or threatened violation, of any of the covenants, conditions and restrictions herein enumerated, Declarant, the persons in ownership from time to time of the Lots and all parties claiming under them shall have the right to enforce the covenants, conditions and restrictions contained herein, and pursue any and all remedies, at law or in equity, available under applicable Indiana law, with or without proving any actual damages, including the right to secure injunctive relief or secure removal by due process of any structure not in compliance with the covenants, conditions and restrictions contained herein, and shall be entitled to recover reasonable attorneys' fees and the costs and expenses incurred as a result thereof.

Section 2. Amendment. This Declaration may be amended or changed at any time within ten (10) years following the date of recordation by an instrument recorded in the Office of the Recorder of Marion County, Indiana, signed by at least a majority of the then Owners and thereafter by a similar recorded instrument signed by at least seventy-five per cent
(75%) of such Owners; provided, however, none of the rights or duties of Declarant reserved or set out hereunder may be amended or changed without Declarant's prior written approval. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten-year period it is amended or changed in whole or in part as hereinabove provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way effect any of the other provisions hereof, but the same shall remain in full force and effect.

Section 3. Annexation. Additional residential property may be annexed to the Properties with the consent of a majority of ownership of the Lots by the recording of a declaration applicable to such annexed real estate which incorporates the terms of the Declaration herein.

Section 4. Absolute Right of Declarant. Notwithstanding any other provision of this Declaration, Declarant shall have the absolute right, power and authority and Declarant hereby reserves unto itself the absolute right, power and authority so long as Declarant retains legal title to not less than twenty-five per cent (25%) of the Lots, to change, modify, abrogate in whole or in part or in any other manner amend this Declaration and the terms and provisions hereof.

IN WITNESS WHEREOF, Waterfront Development Co., Inc., by Charles P. Morgan, Vice President, and John C. Stark, Secretary, has caused this Declaration to be executed this 15th day of May, 1980.
WATERFRONT DEVELOPMENT CO., INC.
By: Charles P. Morgan, Vice President

ATTEST:

John C. Stark, Secretary

STATE OF INDIANA )
COUNTY OF MARION )

Before me, a Notary Public, in and for such County and
State, personally appeared Charles P. Morgan, Vice President,
and John C. Stark, Secretary, of Waterfront Development Co.,
Inc., an Indiana corporation, each of whom, after having been
first duly sworn, acknowledged the execution of the foregoing
Declaration for and on behalf of said Corporation.

Dated this 15th day of May, 1980.

Cynthia Watson Adams
Notary Public

My Commission Expires:
My Commission Expires Dec. 5, 1983
My County of Residence:

This Instrument was prepared by John W. Van Buskirk, Attorney.
A PART OF THE SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 22, AND THE NORTHEAST AND NORTHEAST QUARTERS OF SECTION 27, BOTH OF TOWNSHIP 16 NORTH, RANGE 2 EAST, MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SECTION 27; THENCE SOUTH 3° 51' 26" WEST, ALONG THE EAST LINE OF SAID QUARTER, 461.26 FEET TO THE CENTERLINE OF U.S. 136 (SPARKSVILLE ROAD) AS NOW LOCATED, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 60° 32' 16" WEST, ALONG THE CENTERLINE OF SAID ROAD, 330.16 FEET; THENCE NORTH 29° 27' 26" EAST 508.79 FEET INTO SAID SOUTHWEST QUARTER OF SECTION 22; THENCE SOUTH 60° 32' 16" EAST, PARALLEL TO THE CENTERLINE OF SAID ROAD, 201.76 FEET; THENCE SOUTH 38° 51' 26" EAST, 60.00 FEET; THENCE NORTH 68° 35' 16" EAST, 178.71 FEET TO THE CENTERLINE OF EAGLE VALLEY PASS AS DESCRIBED IN INSTRUMENT NUMBER 76-434124 RECORDED IN THE OFFICE OF THE MARION COUNTY RECORDER; SAID POINT ALSO BEING ON A CURVE TO THE RIGHT; THENCE ALONG SAID STREET CENTERLINE AND CURVE 67.14 FEET TO A POINT OF REVERSE CURVATURE, SAID CURVE HAVING A DELTA OF 5° 29' 42", A CHORD OF 67.11 FEET, A RADIUS OF 700.00 FEET, AND A CHORD REARING OF SOUTH 38° 39' 52" EAST;

THENCE CONTINUING ALONG SAID STREET CENTERLINE FROM SAID POINT OF REVERSE CURVATURE ALONG A CHUTE TO THE LEFT 183.90 FEET INTO SAID SOUTHEAST QUARTER, SAID CURVE HAVING A DELTA OF 32° 55' 16", A CHORD OF 181.38 FEET, A RADIUS OF 320.00 FEET, AND A CHORD REARING OF SOUTH 52° 22' 16" EAST, THENCE LEAVING SAID STREET CENTERLINE, SOUTH 3° 53' 26" WEST, PARALLEL TO THE WEST LINE OF SAID SOUTHEAST AND NORTHEAST QUARTERS AND INTO SAID SOUTHEAST QUARTER OF SECTION 27, 670.31 FEET TO THE CENTERLINE OF SAID U.S. 136; THENCE NORTH 60° 32' 16" WEST, ALONG SAID CENTERLINE, 97.00 FEET TO THE POINT OF BEGINNING, CONTAINING 10.13 ACRES, MORE OR LESS.

AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
FOX RIDGE

THIS AMENDMENT to the Declaration of Covenants,
Conditions and Restrictions of Fox Ridge made on this
10th day of October, 1980, by Waterfront
Development Co., Inc., an Indiana corporation (hereinafter
referred to as "Declarant"),

WITNESSETH:

WHEREAS, Declarant desires to amend the Declaration of
Covenants, Conditions and Restrictions of Fox Ridge executed
by Declarant on May 15, 1980 and recorded on May 16, 1980 as
Instrument No. 80-30211 in the Office of the Recorder of
Marion County, Indiana (hereinafter referred to as the
"Declaration"); and

WHEREAS, Declarant is the owner of more than twenty-
five per cent (25%) of Lots located within the property
described in the Declaration and has the right and authority
pursuant to Article XVI, Section 4 of the Declaration, to
make this amendment;

NOW, THEREFORE, Declarant hereby amends the Declaration
as follows:

1. Article VII, Section 3, shall be amended by adding
the following subsection at the end of such section;

   (e) A portion of such monthly assessments shall be
set aside or otherwise allocated in a reserve fund
for the purpose of providing repair and replacement
of any common areas which may be brought within
the jurisdiction of the Association or of any capital
improvement which the Association is required to
maintain.

2. Article XVI, Section . . . shall be deleted and the
following shall be inserted in lieu thereof:
Section 2. Amendment. This Declaration may be amended or changed by an instrument recorded in the Office of the Recorder of Marion County, Indiana signed or approved by at least two-thirds (2/3) of Owners; provided, however, none of the rights of Declarant reserved hereunder may be amended or changed without Declarant's prior written approval. This Declaration shall run with the land and shall be binding for a period of twenty (20) years from the date of recordation in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless prior to the expiration of any such ten (10) year period it is amended or changes in whole or in part as hereinafore provided. Invalidation of any of the covenants, conditions and restrictions of this Declaration by judgment or decree shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

3. Article XVI, Section 3, shall be deleted and the following shall be inserted in lieu thereof;

Section 3. Annexation. Additional property may be annexed to the Properties with the consent of two-thirds (2/3) of Owners upon the recording of a Declaration applicable to such annexed real estate which incorporates the terms of the Declaration herein.

4. Article XVI, Section 4, shall be deleted and the following shall be inserted in lieu thereof;
Section 4. Mortgagee Rights.

Any lender or lenders holding a first mortgage or first mortgages upon any Lot or Lots may, jointly or singly, pay any real estate taxes or other taxes or charges which are in default and which may or have become a charge or lien against any common property or any property owned by the Association and such lender or lenders may pay any overdue premiums on any hazard, casualty, liability or other insurance policies or secure new insurance coverage on the lapse of any policies for any such common areas or other property owned by the Association or covering any property for which the Association has an obligation to maintain insurance coverage. Any such lender or lenders making payments in accordance with this section shall be entitled to immediate reimbursement therefore from the Association along with any costs incurred, including reasonable attorneys' fees.

5. Article XVI shall be amended by the addition of the following new section 5:

Section 5. Notice to Mortgagees. The Association, upon request, shall provide written notification to any lender holding a first mortgage upon any Lot specifying the defaults of the Owner of such Lot, if any, in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation of the Association, its By-Laws or any other applicable documents which default has not been cured within sixty (60) days.

6. Article XVI shall be amended by the addition of the following new section 6:

Section 6. HUD Approval. As long as there is a Class B membership, the following actions will require the approval of the Department of Housing and

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Urban Development: annexation of additional properties; dedication of common areas (if any); and amendment of this Declaration.

6. The last sentence in Article XI, Section 1 is hereby amended to read as follows:

"no permanent structure of any kind, and no part thereof, including fences, shall be built, erected or maintained on the areas shown on the Plat to be drainage, utility and sewer easements except walkways, patios, chimneys and paving on the Driveway Easements and except porches extending not more than four (4) feet from the exterior wall of any Building.

7. Except as amended hereby the Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, Waterfront Development Co., Inc. has caused this Declaration to be executed on this 10th day of October, 1980.

WATERFRONT DEVELOPMENT CO., INC.

By

Charles P. Morgan, Vice President

ATTEST:

Brady R. Justice, Jr., Assistant Secretary

STATE OF INDIANA )
COUNTY OF MARION ) SS:

Before me, a Notary Public, in and for said county and state, personally appeared Charles P. Morgan and Brady R. Justice, Jr., the Vice President and Assistant Secretary of Waterfront Development Co., Inc., an Indiana corporation, each of whom, after having been duly sworn, acknowledged the execution of the foregoing for and on behalf of said corporation.

Dated this 10th day of October, 1980.

(Notary Public)

My Commission Expires

My County of Residence

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HUD APPROVAL

The foregoing Amendment is hereby approved by the Federal Housing Administration, Department of Housing and Urban Development.

Federal Housing Administration,
Department of Housing
and Urban Development

By: Patrick J. Barton, Assistant Secretary

STATE OF INDIANA } SS:
COUNTY OF MARION }

Before me, a Notary Public, in and for said County and State, personally appeared PATRICK J. BARTON, who, having been first duly sworn, acknowledged the execution of the foregoing Approval for and on behalf of the Federal Housing Administration, Department of Housing and Urban Development.

Dated this 17th day of NOVEMBER, 1980.

Mary Louffe Smartt (Notary Public)

Printed

My Commission Expires:
JUNE 26, 1984

My County of Residence is:
MARION

This Instrument was prepared by John W. Van Buskirk, Attorney.