Document to be re-recorded because of an error in legal descriptions attached hereto as Exhibit A and Exhibit C.

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INDENTURE OF RESTRICTIONS BETWEEN

GREATER INDIANAPOLIS DISCIPLES HOUSING, INC.

This Indenture of Greater Indianapolis Disciples Housing, Inc., an Indiana not for profit corporation (hereinafter "GIDHI"), made this 19th day of January, 1987,

WITNESSETH THAT:

WHEREAS, GIDHI presently owns certain real property located in Marion County, Indiana and more particularly described in Exhibit A attached hereto; and

WHEREAS, GIDHI intends, on that portion of the Property described in Exhibit B, to construct independent living apartments together with related social, recreational, dining and other facilities, all designed to meet the special needs of older adults and permit them to live independent lives; and

WHEREAS, GIDHI will sell that portion of the Property described in Exhibit C to Robin Run Homes, Inc. which will undertake to develop, construct, and sell homes specifically designed to meet the needs of older adults and permit them to live independent lives; and

WHEREAS, GIDHI intends to construct and operate the independent living apartments and related facilities in a manner designed to provide housing, social and recreational services, access to emergency medical care, and financial security for the older adult residents of those facilities and, in order to meet the special needs of those persons owning the homes constructed by Robin Run Homes, Inc., also intends to make such social and recreational services, dining and other facilities and access to emergency medical care available to them.
NOW, THEREFORE, GIDHI subjects the Property to this Indenture of Restrictions, as hereinafter set forth.

ARTICLE I
Definitions

Section 1. GIDHI. "GIDHI" shall mean Greater Indianapolis Disciples Housing, Inc., an Indiana not for profit corporation, its successors and assigns.

Section 2. Robin Run Homes. "Robin Run Homes" shall mean Robin Run Homes Inc., an Indiana not for profit corporation, its successors and assigns.

Section 3. Property. "Property" shall mean the real property which is described in Exhibit A, together with such other real property as GIDHI may, at any time, subject to the terms of this Indenture.

Section 4. Central Property. "Central Property" shall mean that portion of the Property which is described in Exhibit B.

Section 5. Surrounding Property. "Surrounding Property" shall mean that portion of the Property other than the Central Property described in Exhibit B. The Surrounding Property is to be sold to Robin Run Homes for the development, construction and sale of Homes (hereinafter defined). The Surrounding Property is described in Exhibit C.

Section 6. Indenture. "Indenture" shall mean this instrument as the same may be amended from time to time.
Section 7. Robin Run Village. "Robin Run Village" shall mean the Property and all buildings, improvements and facilities located on the Property (including the Surrounding Property) and any additional real property which may, in the future, be subjected to the terms of this Indenture.

Section 8. Home. "Home" shall mean a single family residential unit specifically designed to meet the special needs of older adults which is constructed on any Lot (hereinafter defined).

Section 9. Lot. "Lot" shall mean the real property upon which a Home is or will be constructed and which will be sold together with the Home. Each Lot will be identified on the Plat (hereinafter defined) to be filed by Robin Run Homes.

Section 10. Common Areas. "Common Areas" shall mean all of the Surrounding Property exclusive of the Lots and streets dedicated to public use and shall include, but not be limited to, open areas, streets not dedicated to public use, parking areas, and easements together with such improvements and facilities as may, from time to time, be constructed or located on such Surrounding Property.

Section 11. Common Facilities. "Common Facilities" shall be those which from time to time are designated as such by Rules and Regulations from time to time adopted by GIDHI with respect to Robin Run Village. Such Common Facilities may include, but not by way of limitation, food preparation, cafeteria or dining facilities, meeting facilities, recreational and social facilities, hobby and craft rooms, barber and beauty shop facilities, maintenance and service facilities, and facilities for religious worship constructed anywhere on the Property and which are used for the benefit of
or made available for the use of all Occupants (hereinafter defined) as well as for other persons residing in Robin Run Village.

Section 12. Plat. "Plat" shall mean that document to be filed for record in the Recorder's Office for Marion County, Indiana, and which will plat into Lots a portion of the Property described in Exhibit A. Said Plat, to be prepared by Cole & Associates and certified by Rollin E. Farrard, is hereby incorporated by reference.

Section 13. Owner. "Owner" shall mean the person(s), firm(s) or corporation(s), except Robin Run Homes, who may, from time to time, own a Lot subject to this Indenture which is improved with a Home.

Section 14. Occupant. "Occupant" shall mean any individual who, in accordance with the covenants and restrictions of this Indenture, resides in a Home.

Section 15. Committee. "Committee" shall refer to an Architectural Committee consisting of at least three (3) members who shall be appointed by GIDHI.

ARTICLE II
Binding Effect

Section 1. Persons Bound. All persons, firms, corporations, or other entities who now or shall hereafter acquire any interest in any portion of the Property (including any Lot) shall be taken to hold, agree, and covenant with GIDHI and all future owners of any portion of the Property (including any Lot) and with their heirs, successors, and assigns, to
conform to and observe the restrictive covenants and conditions set forth in this Indenture.

Section 2. Rules and Regulations. To insure the creation and maintenance of a living area specifically designed to meet the needs of older adults, all Owners and Occupants and any other person, firm, or corporation using the Property, or any facilities or improvements located on the Property, shall be subject to the Rules and Regulations, from time to time adopted by GIDHI with respect to Robin Run Village, and shall use the Property and any improvements, structures or facilities erected thereon in compliance with such Rules and Regulations of Robin Run Village.

Section 3. Additional Property. GIDHI may, at any time, subject other real property to the terms of this Indenture.

Section 4. Performance of Duties and Obligations. GIDHI may, at any time, contract with any other corporation, person, or entity to operate and maintain Robin Run Village and to fulfill any obligation imposed on GIDHI under the terms of this Indenture. GIDHI is not hereby prohibited from (i) selling the Surrounding Area to Robin Run Homes for the construction of Homes as herein described, (ii) selling or otherwise transferring or conveying to any entity or person (regardless of consideration received), subject to all of the duties, rights and obligations imposed upon it by this Indenture, all or any portion of the Property to which it may, from time to time, hold title, or (iii) encumbering, by deed of trust, mortgage, or otherwise, all or any portion of the Property to which it may, from time to time, hold title, in order to secure any loan or other obligation incurred. In the event of a sale, transfer, or conveyance of any portion of the Property, and the full assumption by the transferee of the duties and obligations imposed upon GIDHI under the terms of this Indenture, GIDHI shall be relieved of all such duties and obligations.
ARTICLE III
Leases

A lease of a Home shall, in addition to all the other covenants and conditions of this Indenture, be permitted only in accordance with the following provisions.

Section 1. Approval by GIDHI. Any lease of a Home shall be in writing, in a form prescribed by GIDHI, and shall be approved, in writing, by GIDHI prior to occupancy of such Home by the lessee. Such lease shall specifically state that the lessee must comply with all of the covenants and conditions of this Indenture applicable to Occupants and contain such other conditions as GIDHI may reasonably require. GIDHI may withhold its approval of any lease for any reason related to the covenants and conditions of this Indenture and the general purposes of the operation of Robin Run Village.

Section 2. Incorporation of Indenture. Any lease of a Home must incorporate, by reference, all of the covenants and conditions of this Indenture and must state as limitations on the use and occupancy of the Home all such covenants and conditions as they are imposed by this Indenture.

Section 3. Subleasing. Subleasing of any Home shall not be permitted and must be prohibited by the terms of any lease of a Home.

Section 4. Additional Terms. Any lease of a Home shall contain such additional terms as GIDHI requests for the reasonable administration of Robin Run Village, enforcement of this Indenture, or the well-being of other Owners and Occupants.
Section 5. **Holder to Remain Obligated.** No lease of a Home, or approval of such lease by GIDHI shall release the Owner(s) of such Home from the covenants, conditions and obligations of this indenture. The Owner(s) shall be liable for any fees, monthly service charges, other assessments, penalties and interest which may be assessed with respect to the use and occupancy of such Home as well as attorneys' fees and court costs incurred by GIDHI in collection.

Section 6. **Use of Robin Run Village By Owner.** If an Owner leases a Home, such Owner shall have no right as an Owner of such Home to use or have access to any services and facilities made available to Occupants by Robin Run Village except for access to such Home for inspection or display purposes, to the extent stated in such lease, and except to the extent and upon such conditions that such services and facilities are generally available to guests.

**ARTICLE IV**

**Occupancy and Use Restrictions**

Section 1. **Minimum Age of Occupants.** No person under the age of 55 years shall be an Occupant except, with the express written approval of GIDHI, if (i) such person is residing in a Home with a spouse who is at least 55 years of age, or (ii) such person is the surviving spouse of an Occupant and such surviving spouse was married to and lived with such Occupant as a resident of such Home at the time of the death of such Occupant.

Section 2. **Qualification of Occupant.** In addition to the restrictions stated in Section 1, only the following may be an Occupant of a Home: (i) an Owner, (ii) a lessee under a lease executed by an Owner as lessor pursuant to the covenants and
conditions of this Indenture, (iii) the spouse of either of them, or (iv) with the express written permission of GIDHI, another relative of either of them.

Section 3. Occupancy Restriction. Without the express prior written approval of GIDHI, no more than two persons shall be permitted to occupy a Home.

Section 4. Independent Living Requirement. Occupancy of a Home and the rights of Occupants set forth in this Indenture are based upon the principle of independent living, whereunder each Occupant assumes total responsibility for his or her own care, health, and maintenance. Prior to the transfer of the title to a Lot on which a Home is constructed to the prospective Owner(s) or the lease of the Home on such Lot, GIDHI shall verify that each such prospective Owner or lessee is capable of independent living. In the event that GIDHI, in its sole discretion, determines that each such prospective Owner of such Lot or lessee of the Home on such Lot is not capable of independent living, GIDHI shall have the absolute right to prevent the transfer of title to such Lot to said prospective Owner(s) or to withhold its approval of such lease as provided in Section 1 of ARTICLE III.

Section 5. Right to Remove. GIDHI shall have the right by all available remedies at law or in equity to compel the removal from a Home of any person violating any of the occupancy and use restrictions herein stated, or to remove any person residing in a Home in violation of any convenant or condition of this Indenture and shall be entitled to collect court costs and reasonable attorneys' fees for such action(s) from the Owner(s) of any Home from which such person is so removed.
ARTICLE V
Right of First Refusal

First Refusal to GIDHI. If an Owner, other than Robin Run Homes, shall desire, at any time, to sell or give a Lot, or lease a Home, the Owner shall first give GIDHI at least thirty (30) days prior written notice of the proposed sale, gift or lease, including the name(s) of the buyer(s), donee(s) or lessee(s) and all of the terms of the proposed transaction. Except for a gift transaction for no consideration, GIDHI shall have the right to purchase such Lot or lease such Home, upon the same terms as those contained in such notice. If GIDHI shall fail to exercise such right of refusal prior to the expiration of thirty (30) days from the date of its receipt of such notice, such right shall expire and the Owner may proceed to sell such Lot or lease such Home upon such terms as were contained in said notice. Any material change in such terms or a new proposal of any sort must be resubmitted to GIDHI in accordance with the above provisions, even if GIDHI has not chosen to exercise its option hereunder as to any previous proposals.

GIDHI’s failure to exercise its right of refusal as to any transaction shall not constitute an approval or satisfaction of any of the terms of such transaction which may be in violation of this Indenture, and GIDHI shall retain any rights which it may have under this Indenture to approve or disapprove any proposed sale of a Lot or lease of a Home and to enforce all of the other restrictions, conditions, obligations, covenants and easements contained in this Indenture.
ARTICLE VI
Fees, Assessments and Enforcement

Section 1. Fee Charges and Assessments. GIDHI shall have the right to assess to the Owner(s) of each Lot, and Owner(s) covenant(s) to pay such fees, charges, and assessments as may be reasonably necessary for the operation of Robin Run Village and the services provided to Owners and Occupants. These fees, charges and assessments shall include, but not be limited to, the following:

A. Application Fee. There shall be a one time Application Fee assessed against the prospective Owner(s) of a Lot. The Application Fee shall be in an amount to be determined from time to time by GIDHI and shall be used by GIDHI to verify that each prospective Owner meets the requirements of Section 4 of Article IV regarding independent living. In the event that GIDHI should determine that each prospective Owner is not capable of independent living and, as a result, title to a lot is not transferred to such prospective Owner(s), sixty percent of the application fee paid shall be refunded to the prospective Owner(s).

In the case of the purchase of a Lot from Robin Run Homes Inc., the Application Fee shall be due from the prospective Owner(s) at the time of the execution of the Purchase Agreement. In the case of any other sale, conveyance, or other transfer of a Lot (regardless of consideration received), the Application Fee shall be due from the prospective Owner at least thirty (30) days prior to the date on which title to the Lot is transferred to the prospective Owner. There shall be no Application Fee due upon (i) transfer of title to a Lot to GIDHI or any successor or assign of GIDHI or (ii) transfer of title by reason of death of the (sole or surviving) Owner if,
within one year following such death, GIDHI receives an Application Fee with respect to such Lot as a result of a sale or other transfer following such transfer upon death. If said Application Fee is not so received within such period, such fee shall be due and payable from the estate, personal representative, beneficiary, heir, or other person or entity then holding or entitled to hold title to such Lot.

B. Monthly Service Fee. A Monthly Service Fee, in such amount as GIDHI shall determine, shall be assessed to and be payable by the Owner(s) of each Lot on which a Home is constructed in order to enable GIDHI to administer, operate, maintain, and provide the facilities and services either required or authorized by this Indenture, and to provide for the replacement and expansion of improvements and facilities in Robin Run Village as the need occurs. The Monthly Service Fee shall be payable in accordance with the following provisions:

(i) The Monthly Service Fee shall be due from the Owner(s) of each Lot, monthly, in advance, beginning with the date upon which the Owner(s) take title to a Lot, and payable for every monthly period or portion thereof, thereafter, until the date of transfer of the title to such Lot into a name not including the name of such Owner(s).

(ii) The Owner(s) of each Lot shall be required to pay the Monthly Service Fee to GIDHI, regardless of who, or if anyone, occupies the Home.

(iii) The Monthly Service Fee with respect to each Lot will be established as closely as possible to the pro-rata actual cost of administration, maintenance, repair, replacement and services provided under this Indenture together with costs otherwise incurred in administering and operating Robin Run Village.
Village and charges for other special services performed with respect to such Lot or the Owner(s) of such Lot and reasonable reserves for capital replacement and operation. The Monthly Service Fee shall include, but not be limited to, the following:

(a) The cost of all maintenance to Homes and the Lots on which such Homes are located provided in accordance with Section 2 of Article XI and all or a portion (as determined by GIDHI from time to time) of the cost of other services performed or provided in accordance with Section 2 of Article XI.

(b) All or a portion (as determined by GIDHI from time to time) of the cost of the maintenance, service, expansion and improvement of the Common Facilities and the cost of providing health, recreational, religious and social services, all as described in Section 1 of Article XI.

(c) All or a portion (as determined by GIDHI from time to time) of the costs of all utilities of any kind for Common Areas, and Common Facilities.

(d) All or a portion (as determined by GIDHI from time to time) of the cost of public liability and fire and extended coverage insurance and other insurance required or advisable in connection with the operation of Common Areas, and Common Facilities, as well as in connection with the overall operation of Robin Run Village.

(e) All or a portion (as determined by GIDHI from time to time) of taxes or payments in lieu of taxes, if any, applicable to Common Areas, and Common Facilities.
(f) All or a portion (as determined by GIDHI from time to time) of management and other personnel costs incurred in the operation and administration of Robin Run Village.

(g) All or a portion (as determined by GIDHI from time to time) of the costs of providing and maintaining any administrative or service offices or buildings necessary in connection with the operation and administration of Robin Run Village.

(h) Reasonable amounts as reserves for depreciation, capital replacement, and operation.

(i) The cost of special services performed for an Owner or Occupant.

(j) All or a portion (as determined by GIDHI from time to time) of such other costs as may normally be associated with the maintenance and operation of Robin Run Village.

C. Special Use Fees. As provided in Article XI, Section 1, Special Use Fees for the actual use of certain facilities and services shall be determined by GIDHI and assessed monthly to and be paid by the Owner(s) of any Home occupied by an Occupant who has actually used such facilities or services.

D. Rental Fee. The Owner(s) of any Lot who leases a Home to another individual shall be assessed and shall pay an initial fee which shall be used by GIDHI to permit it to verify that each prospective lessee meets the requirements of Section 4 of ARTICLE IV regarding independent living and shall also pay
a monthly fee sufficient to cover the expenses and costs incurred by GIDHI as a result of said Lease. The amount of said fee shall be determined by GIDHI from time to time.

E. Penalties and Interest. GIDHI may assess to the Owner(s) of each Lot a penalty, not to exceed twenty (20%) percent of the amount of any fee, charge, or assessment which is not paid within thirty (30) days of the date due. In addition, each unpaid fee, charge or assessment, together with any penalty assessed, shall bear interest, from the due date of such fee, charge or assessment and the assessment date of such penalty, at a rate which is two percentage points above the prime annual lending rate of interest from time to time charged by the largest commercial banking institution located in the City of Indianapolis, Indiana. This interest shall constitute an additional assessment to be paid by the Owner(s) required to pay such fee, charge, assessment or penalty.

F. Use of Fees Charges and Assessments. Any fee, charge, assessment, penalty, or interest assessed or charged may be used, in GIDHI's sole discretion, for any purpose of GIDHI in connection with the operation, capital replacement, and maintenance of Robin Run Village.

Section 2. Enforcement. All fees, charges and assessments, together with any penalties and interest, shall be the personal obligation of the Owner(s) of the Lot subject to such fee, charge, assessment, penalty or interest, and shall also constitute a continuing lien on such Lot. Collection of fees, charges, and assessments together with penalties and interest may be enforced by:

A. Lawsuit and execution of judgment against the Owner(s) personally obligated, or
B. Lawsuit to foreclose the lien against the Lot upon which the fee or assessment is imposed.

C. Any other remedy available at law or in equity.

The lien of the fee, charge, or assessment shall be subordinate to the lien of any first mortgage or first deed of trust theretofore or thereafter placed upon the Lot which is subject to the fee, charge, or assessment. The transfer of title to any Lot upon which there is an unpaid fee, charge, assessment, penalty or interest, shall not relieve said Lot from the liability of the lien which shall run with the title to the Lot.

Section 3. Failure to Occupy Home or Utilize Services. Failure of the Owner(s) of a Lot to occupy the Home on such Lot, to utilize the facilities of Robin Run Village, or to accept the services provided by Robin Run Village, shall not relieve said Owner(s) from liability for the fees, charges or assessments.

ARTICLE VII
Architectural Control

No building, fence, wall, or other structure shall be commenced, erected or maintained within Robin Run Village (including upon any Lot) nor shall any changes or alterations be made to the exterior, or any structural changes be made to the interior of any Home or other buildings, until the plans and specifications showing the nature, kind, shape, height, materials, exterior color scheme, and locations of the same shall have been submitted, in writing, to, and approved, in writing, by GIDHI, or by the Committee. In the event such plans and specifications are not approved or disapproved within
forty-five (45) days after submission, approval shall be deemed to have been given and the requirements of this Article shall be deemed to have been met.

ARTICLE VIII
Easements

Use and Grant of Easements. GIDHI shall have the right, at any time, to use, have access to, and to create, grant and convey easements upon, across, over, and under any portion or all of the Property. Such easements shall include, but not be limited to, the following:

A. Utility Easements. Lines, pipes, conduits, meters and other facilities (hereafter referred to as "utility lines") which have been or will be installed for the purpose of providing sewage, electricity, gas, water, telephone, television and other services to Homes and other improvements and facilities. One or more such utility lines may serve several Lots. To insure that such utility lines may be installed, kept, maintained, restored, repaired and replaced, GIDHI hereby establishes and reserves to itself, its successors and assigns, and to the Owner(s) from time to time of each Lot, the following easements:

(i) An easement to install, keep, maintain, restore, repair and replace any such utility line over, under, and across the Property (including any Lot); and

(ii) An easement for ingress and egress over, under and across the Property (including any Lot) for the purpose of maintaining, restoring, repairing or replacing any utility line and for the purpose of reading any meter installed with respect to any utility line.
The exercise of the easements so reserved shall be subject to the following terms and conditions:

(a) If, in order to maintain, restore, repair, or replace a utility line which serves only one Lot, it becomes necessary to break through walls, excavate or otherwise damage any other Lot, Home or any Common Area or Common Facility, such damages shall be repaired and such Lot, Home, Common Area, or Common Facility shall be restored to its former condition at the expense of the Owner whose Lot is served by such utility line.

(b) If it becomes necessary to maintain, restore, repair, or replace a utility line which serves more than one Lot, then the cost of such maintenance, restoration, repair or replacement, and the cost to repair and restore to its former condition any other Lot or Home or any Common Area or Common Facility damaged shall be shared equally by the Owners of the Lots served by such utility line, except that where the maintenance, restoration, repair or replacement of a utility line serving two or more Lots is made necessary by the negligent or willful act (as determined by GIDHI) of the Owner(s) of a single Lot or Occupant(s) leasing from such Owner(s) or the family, licensees or invitees of such Owner(s) or Occupant(s), then the full cost of such maintenance, restoration, repair or replacement including the cost to repair and restore to its former condition any other Lot or Home or any Common Area, or Common Facility shall be borne by such Owner.

B. Easements for Minor Encroachments. If any portion of an adjoining Home or other improvement as originally constructed by Robin Run Homes or by a builder on behalf of Robin Run Homes, encroaches on another Lot, or on any Common
Area, a valid easement for said encroachment, and for the maintenance of the same, shall exist for so long as the encroaching Home or other improvement remains standing. In the event that any Home or other improvement as originally constructed is partially or totally destroyed and then reconstructed, minor encroachments on an adjoining Lot or Common Area or other improvement of no greater magnitude than the encroachment which existed prior to destruction of such Home or other improvement shall be permitted, and a valid easement for said encroachment, and for the maintenance of the same shall exist.

C. Easement for Ingress and Egress to Lots. GIDHI hereby establishes and reserves to itself, its successors and assigns, and grants to the Owner(s) of each Lot from time to time, an easement for ingress and egress to each such Lot over and across the Common Areas and any private streets or walkways. GIDHI further establishes and reserves to itself, its successors and assigns an easement for ingress and egress to the Central Property over and across the Common Areas and any private streets or walkways.

ARTICLE IX
Party Walls

Each Home to be constructed in Robin Run Village will have at least one wall in common with an adjoining Home which common wall or walls will be built on the dividing line between Lots. Each such common wall shall be a party wall; and the rights and obligations of the Owners of such party walls shall be as follows:

Section 1. General Rules of Law to Apply. To the extent not inconsistent with this Article, the general rules of law of Indiana regarding party walls shall apply.
Section 2. Ordinary Repairs and Maintenance. The cost of ordinary repairs and maintenance of a party wall shall be borne equally by the Owners of the Homes sharing such common wall.

Section 3. Destruction by Fire or Other Casualty. A party wall damaged or destroyed by fire or other casualty shall be repaired or replaced by the Owners of the Homes sharing such common wall, and the cost of such repairs or replacement shall be borne equally by said Owners, provided that an Owner shall have the right to call for a larger contribution from the other Owner under any applicable rule of law regarding liability for negligent or willful acts or omissions.

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

Section 5. Right to Contribution to Run With the Land. The right of an Owner to contribution from another Owner under this Article shall be appurtenant to the land and pass to such Owner's successors in interest in said land.

ARTICLE X
General Restrictions

Section 1. Residential Purposes Only Exception. No Lot may be improved, used or occupied for other than single-family residential purposes; provided, however, that this restriction shall not apply to:
A. Any building or structure which is used exclusively by a public utility company in connection with the furnishing of services to Robin Run Village, but such building or structure shall be constructed only with prior written consent of GIDHI or the Committee;

B. Any portion of a building used by GIDHI, its agents or employees, or any person, corporation or other entity with the express permission of GIDHI, for a manager's office or a sales office.

C. Any Lot or other area of Robin Run Village which shall be designated by GIDHI as a recreation area and which shall be improved and used solely for the benefit of the Occupants and other persons residing in Robin Run Village.

Section 2. Awnings. No awning or sun screen of any type shall be affixed or appurtenant to any Home without the prior written consent of the Committee.

Section 3. Exterior Placement. No truck, trailer, commercial vehicle, boat, equipment or other machinery of any type, nor cars not in daily use, shall be parked, placed, located or otherwise maintained on any Lot, parking area, street or any part of the Common Areas except for those areas which may, by Rules and Regulations of Robin Run Village, be designated for the parking of certain designated types of vehicles. Automobiles shall be parked only in designated parking areas.

Section 4. Antennas. No external antenna of any type shall be erected on or about any Lot or any Home located on any Lot, except with the prior written approval of GIDHI or the Committee. One or more master television antenna towers may be
erected by or with the consent of GIDHI for the benefit and use of all or part of the Lots.

Section 5. Clothes Lines. No clothelines or clothes hangers may be constructed, used, or maintained on any Lot or on the exterior of any Home, unless completely concealed within enclosed patio areas.

Section 6. Livestock and Poultry Prohibited. No animals, livestock or poultry of any kind shall be raised or kept on or in any Lot or any Home located on a Lot other than household pets of such type and number as may be defined by Rules and Regulations of Robin Run Village. No such pet shall be kept, bred, or maintained for commercial purposes.

Section 7. Plantings. No shrubbery or trees shall be planted on any Lot or in any Common Area without the prior written approval of GIDHI or the Committee. Vegetable gardening shall be limited to areas designated by GIDHI. Flowers may be planted on a Lot within 5 feet of the porch, patio, or foundation of the Home located on such Lot and must be maintained by the Occupant. All other plantings require approval of GIDHI or the Committee. No plantings shall obstruct the natural access of residents to Common Areas.

Section 8. Noxious Activity. No noxious or offensive activity shall be carried on within Robin Run Village, nor shall any trash or other refuse be thrown, placed, or dumped upon any Lot or Common Area, whether vacant or not, nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

Section 9. Signs and Billboards. No billboards, advertising boards, or signs or structures of any kind or
nature may be placed on any Lot or any Home or anywhere else in Robin Run Village except with the express prior written consent of GIDHI.

Section 10. **Outbuildings Prohibited.** No outbuilding or other detached or attached structure appurtenant to a Home may be erected on any Lot without the prior written consent of GIDHI or the Committee.

Section 11. **Temporary Structures.** No trailer, basement (standing alone without a structure), tent, shack, garage, barn, or other temporary structure shall be erected, used or maintained at any time on any Lot or other part of Robin Run Village; provided, that GIDHI, or any other person, corporation, or other entity with the express prior written consent of GIDHI, may locate, construct or maintain a temporary office, trailer or other structure relating to and during periods of construction, and may construct and maintain model Homes for sale, rental and lease purposes on any part of Surrounding Property (including any Lot).

Section 12. **Size Required.** Each Home shall contain at least 850 square feet.

Section 13. **No Business.** Homes shall be used exclusively for residential purposes, and no business activity of any kind shall be conducted from or in any such Home.

Section 14. **Privacy Fence.** No privacy fence may be erected on the front of any Home. A privacy fence may be erected at the rear of a Home at the option of the resident and at the resident's expense provided that such fence is constructed on the Lot on which the Home is located and further provided that the prior written approval of GIDHI or the
Committee is obtained and that such fence conforms to the Rules and Regulations of Robin Run Village from time to time adopted by GIDHI. Any area enclosed by a privacy fence shall be maintained by the Occupant of the Home.

Section 15. Exterior treatment & alignment. GIDHI shall have the sole right to control the exterior treatment and materials used on Homes, and to direct the alignment of Homes to conform to architectural and aesthetic standards. Only Homes located at the end of any group of Homes may have side windows or two car garages.

ARTICLE XI
Powers and Obligations of GIDHI

Section 1. Rights and Authorities. In addition to the rights and authorities of GIDHI otherwise set forth in this Indenture, GIDHI shall have the following Rights and Authorities.

A. Independent Living Apartments. GIDHI shall have the right but not the obligation, to construct, maintain, and operate Independent Living Apartments on the Central Property, and the residents of such apartments shall have the right to use all of the Common Areas and Common Facilities located anywhere in Robin Run Village.

B. Health Care, Nursing and Residential Care Facility. GIDHI shall have the right, but not the obligation, to construct on the Central Property, maintain and operate health care, nursing and residential care facilities, licensed as such by the State of Indiana. If so constructed, these facilities will be available, on a space available basis, not only to Occupants but also to other persons in need of such.
facilities and services. If such facilities are constructed, a Special Use Fee, in an amount to be determined by GIDHI, shall be assessed to each person utilizing the facilities for all costs of such person's actual use of such facilities.

C. Common Facilities. GIDHI shall have the right, but not the obligation, to construct on the Property, maintain and operate such Common Facilities appropriate to the general purposes of Robin Run Village, as GIDHI, in its sole discretion, shall determine. Such Common Facilities shall be available for use by Occupants and other residents of Robin Run Village. If and to the extent such facilities are built as a part of Robin Run Village, all or a portion (as determined by GIDHI from time to time) of the cost of maintenance, servicing, expansion and improvement of such facilities shall be included in the Monthly Service Fee. In addition, a Special Use Fee, in an amount to be determined by GIDHI, may be assessed to the Owner(s) of any Home occupied by an Occupant who actually uses such facilities.

D. Health, Recreational, Religious and Social Services. GIDHI shall have the right, but not the obligation, to provide, through employees, agents, or independent contractors, such other services as GIDHI determines are appropriate to the general purposes of Robin Run Village. Such services may include, without limitation, medical, pharmaceutical, health care, social work, physical therapy, recreational, transportation, and religious and psychological counseling services. If so provided, all or a portion (as determined by GIDHI from time to time) of the costs and expenses of making available such services to Occupants shall be added to the Monthly Service Fee. In addition, a Special Use Fee, in an amount to be determined by GIDHI, may be
assessed to the Owner(s) of any Home occupied by an Occupant who actually uses such services.

Section 2. Rights and Obligations. In addition to the rights of GIDHI otherwise set forth in this Indenture, GIDHI shall, to the extent provided herein, perform the following services. GIDHI shall not, however, be liable to any Owner or Occupant for the failure or inability to provide any of such services for reasonable cause, and such failure or inability shall not give any Owner or Occupant any claim or cause of action against GIDHI nor affect an Owner's obligation to pay fees, charges and assessments in accordance with the covenants and conditions of this Indenture.

A. Maintenance of Interior of Homes. GIDHI shall, in its discretion, have the right, but not the obligation, at any time, to enter any Home to determine the need for maintenance, repair, or replacement of any plumbing, heating, air conditioning, electrical and fixed kitchen equipment originally installed in the Home or subsequently replaced by GIDHI. In the event that it is determined that the maintenance of such equipment has been neglected, GIDHI shall have the right, but not the obligation, to enter any Home and make any repairs deemed necessary. If GIDHI undertakes any such repair or maintenance, any insurance proceeds or payment under any warranty to which the Owner(s) may be entitled with respect to any damage or other condition necessitating such repair shall be paid to GIDHI. The cost of all such maintenance, repair or replacement shall be assessed as part of the Monthly Service Fee. All other maintenance of the interior of any Home is the sole obligation of the Owner(s), except that GIDHI shall have the right, but not the obligation, if in its judgment such other maintenance is required and has not been performed in a timely manner by such Owner(s), to perform such other interim...
maintenance as it may deem necessary and to assess the cost of such maintenance as part of the Monthly Service Fee and, for that purpose, to enter any such Home at reasonable times and hours.

B. Maintenance of Exterior of Homes and of Lots. In order to assure the uniform appearance and maintenance of the exterior of all buildings and improvements in Robin Run Village, GIDHI shall, at such times and in such manner as it deems necessary, maintain the exteriors of all structures in Robin Run Village including the exteriors of Homes, which maintenance shall include painting of wood and metal surfaces, tuckpointing and concrete work, repair and replacement of roofs, windows, doors, and gutters, the seeding, sodding, mowing and trimming of grass on the Lot on which a Home is located, and maintenance, removal or replacement of the plantings on such Lot as, in the judgment of GIDHI, may be required. In the event that GIDHI undertakes any such maintenance or repair, any insurance proceeds to which the Owner(s) may be entitled with respect to any damage or condition necessitating such maintenance or repair shall be paid to GIDHI. The cost of all such maintenance or repair shall be assessed as part of the Monthly Service Fee.

C. Common Areas. GIDHI shall, at such times and in such manner as it deems necessary, maintain all Common Areas, including snow removal, mowing, trimming, seeding, sodding, spraying, planting trees and shrubs, lighting, the maintenance, repair, expansion, and improvement of sewers (not the responsibility of a public utility), private streets, cul-de-sacs, sidewalks, other ways used for vehicular and pedestrian traffic, and the maintenance, repair, expansion, and improvement of all facilities and of the interiors and exteriors of those structures or portions of structures located in Common Areas. All or a portion (as determined by GIDHI from
time to time) of the cost of such maintenance shall be assessed as part of the Monthly Service Fee.

D. Streets. GIDHI shall have the right to dedicate to appropriate public agencies any street, drive, walkway or other right of way located in Robin Run Village or any portion of any such street, drive, walkway or other right of way.

E. Security. In its discretion, GIDHI may, but shall not be required to provide, either directly or by contract or agreement, security service and facilities for the Owner(s) of Homes, the services and facilities to monitor emergency call buttons which may be located in Homes, and such other services as may be in the interest of the health, safety, and welfare of the Occupants. The cost of such services, if provided, shall be assessed as part of the Monthly Service Fee.

ARTICLE XII

Insurance

Section 1. Insurance by Owners of Homes. The Owner(s) of a Home shall maintain separate insurance on household goods, furnishings, clothing and all other tangible personal property including automobiles. In addition, to the extent of the insurable interest of the Owner(s) of a Home, such Owner(s) shall also maintain fire and extended coverage insurance on such Home in the amount of its full replacement value. In order to assure that if a Home is damaged or destroyed by fire or other casualty, it will be rebuilt or repaired in a manner in keeping with the overall design and purposes of Robin Run Village, the Owner(s) of such Home, GIDHI and the holder of any note secured by mortgage or deed of trust encumbering the Lot on which such Home is located shall all appear as named insureds and/or loss payees thereunder. The fire and extended coverage insurance shall be maintained with such companies and
in such amounts as are approved by GIDHI and a certificate of insurance evidencing such coverage, in a form acceptable to GIDHI, shall be delivered to GIDHI at or before the time title to a Lot is transferred to an Owner (other than Robin Run Homes). This certificate of insurance shall contain a provision stating that the coverage afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to GIDHI.

Section 2. Proceeds Payable. All insurance proceeds payable as a result of the damage to or destruction of any Home shall be payable to GIDHI on behalf of the Owner(s) of such Home and the holder of any note secured by mortgage or deed of trust which encumbers the Lot on which said Home is constructed as their respective interests may appear. GIDHI shall have full authority to adjust the loss with such insurance company. The proceeds so received by GIDHI shall be dealt with as follows:

A. Repair or Reconstruction. Any insurance proceeds so received shall be applied by GIDHI to repair or reconstruct the Home or Homes damaged or destroyed unless (i) GIDHI, (ii) all of the Owner(s) of such Home or Homes so damaged or destroyed, (iii) the holders of any notes secured by mortgages or deeds of trust which encumber the Lot(s) on which such Home or Homes damaged or destroyed are constructed, (iv) the Owner(s) of all undamaged Homes located in the contiguous building structure of which the Home(s) damaged or destroyed are a part, and (v) the holders of any notes secured by mortgages or deeds of trusts encumbering the Lot(s) on which such undamaged Home or Homes are constructed, all shall elect not to rebuild. In such latter event, the damaged or destroyed Home or Homes and the Lot or Lots upon which they are situated shall be sold subject to the express condition that the purchaser of each Lot shall be obligated to repair or
reconstruct the Home on such Lot within a reasonable period of time. The net proceeds received from the sale of each such Lot, together with the insurance proceeds received as a result of the damage to the Home located on such Lot shall be paid to the Owner(s) of the Home so damaged or destroyed and the holder(s) of any note(s) secured by mortgage(s) or deed(s) of trust encumbering the Lot on which such Home was constructed, as their respective interests appear.

B. Proceeds Insufficient. If such Home or Homes are repaired or rebuilt but the insurance proceeds are insufficient to pay all of the cost thereof, the Owner(s) of such Home or Homes will each contribute to the extent that the insurance proceeds allocable to their respective Home prove inadequate to cover the repair costs of their respective Home. The amount to be contributed by each Owner will be determined by an appraiser appointed by GIDHI.

Section 3. Insurance by GIDHI. GIDHI shall maintain fire and extended coverage insurance on all Common Facilities and all other buildings and improvements located in Common Areas and shall use its best efforts to maintain such insurance at full replacement value; provided, however, that neither GIDHI nor its directors, employees, or agents shall be liable for failure to maintain adequate insurance.

Section 4. Liability for Loss. GIDHI shall have no obligation under this Indenture to indemnify the Owner(s) of any Home for any loss of the right to use any Common Areas or Common Facilities.

Section 5. Replacement of Improvements. If any Common Area or Common Facility is substantially damaged by fire or casualty, GIDHI shall have the absolute right to elect whether or not to reconstruct such structure or facility. In the event
that GIDHI, as the result of any such fire or casualty, should receive any insurance proceeds, no Owner of a Home shall have any right or interest in any such insurance proceeds payable by reason of any fire or casualty loss or to any proceeds of any sale of any portion of the Property resulting from a total loss of facilities or improvements located on such portion of the Property. All such insurance proceeds and sale proceeds shall, at all times, be the property of, and payable only to GIDHI.

Section 6. Release. Each Owner releases each other Owner, GIDHI, its agents, employees, successors, and assigns and Robin Run Homes, its agents, employees, successors and assigns from any claim for property damage arising out of any occurrence covered by fire and extended coverage insurance.

Section 7. Obligation of Owner or Occupant. In the event of the substantial loss or destruction of a Home with the result that such Home cannot be occupied, and GIDHI, pursuant to Section 2, elects to rebuild or replace such Home, the obligation of the Owner(s) to pay fees, charges, and assessments shall be suspended from the date of such casualty loss to the date the Occupant(s) of such Home are reasonably able to re-occupy such Home. In the event of such loss or destruction of a Home if, pursuant to Section 2, it is determined by GIDHI not to replace or rebuild such Home, then, except to the extent of any unpaid and outstanding assessments or fees due from such Owner(s) as of the date of such loss or destruction or any other obligation which accrued prior to the date of the loss or destruction of the Home, the Owner(s) shall have no further obligation to pay fees, charges, and assessments until a new Home is constructed on such Lot and is reasonably able to be occupied.
Section 8. Indemnification. Each Owner shall indemnify and hold GIDHI, its successors and assigns, and Robin Run Homes, its successors and assigns, harmless from personal injury or property damage to such Owner, such Owner's guests and invitees, any Occupant of the Home owned by Owner, or to any other person, corporation, or other entity arising from the use and occupancy by Owner, Owner's guests, invitees, or any Occupant of Owner's Home, of any Home, Lot, Common Area, Common Facility or other portion of Robin Run Village, except where GIDHI or Robin Run Homes is determined to be solely negligent.

ARTICLE XIII
Easement of Enjoyment

GIDHI hereby establishes and reserves to itself, its successors and assigns and grants to the Owner(s) of each Lot, from time to time, a right and easement of enjoyment in and to the Common Areas. Such easement shall be subject to the terms of this Indenture and the Rules and Regulations of Robin Run Village as they may from time to time be adopted by GIDHI.

ARTICLE XIV
Enforcement

GIDHI or any one or more Owners shall have the right to enforce, by any proceeding at law or in equity, any or all of the restrictions, conditions, obligations, covenants, easements or other provisions which are or may hereafter be contained in this Indenture. Failure to enforce any restrictions, conditions, obligations, covenants, easements or other provisions which are or may hereafter be contained in this Indenture, shall, in no event, be deemed a waiver of the right to do so thereafter for the same or a different violation, irrespective of the number of violations or breaches thereof which may occur.
ARTICLE XV
General Provisions

Section 1. Notices. All notices to be given by GIDHI to an Owner shall be sent, postage prepaid, or delivered to the address of the Home owned by such Owner or to the last address furnished in writing by such Owner to GIDHI and entered into its records. Each Owner shall furnish GIDHI with his, her, or its current address and shall timely inform GIDHI, in writing, of any change in such address. All Notices to be given to GIDHI shall be sent, postage prepaid, or delivered to Greater Indianapolis Disciples Housing, Inc., 5354 West 62nd Street, Indianapolis, Indiana 46268.

Section 2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of this Indenture or the intent of any provision thereof.

Section 3. Gender and Number. Whenever the context so requires, the use of any gender in this Indenture shall be deemed to include any other gender, and the use of the singular shall be deemed to include the plural.

Section 4. Conflict. In the event of any conflict between this Indenture and provisions of the Laws of the State of Indiana, the latter shall govern and apply.

Section 5. Covenants Running With the Land. All of the provisions of this Indenture shall be deemed to be covenants running with the land.

Section 6. Severability. Invalidation of any one or more of the foregoing restrictions, conditions, obligations,
covenants, easements or other provisions by judgment of a court of law shall in no manner affect any of the other restrictions, conditions, obligations, covenants, easements and other provisions herein, which all shall remain in full force and effect.

Section 7. Joint and Several Liability. This Indenture and all of its restrictions, conditions, obligations, covenants, easements and other provisions shall be binding upon each individual Owner and upon each joint Owner, jointly and severally and upon each of their heirs, personal representatives, successors and assigns.

ARTICLE XVI
Amendments

The provisions of this Indenture may be amended at any time by majority vote of the Board of Directors of GIDHI upon a written Declaration signed by an officer of GIDHI and duly filed and recorded, provided that any such amendment which significantly reduces any of the required obligations or services to Owners hereunder or diminishes the right to access to a Lot must first be approved by a majority vote of the persons or entities having the right to vote with respect to each Lot shown on the Plat. For purposes of such amendment, GIDHI shall have the right to cast one vote with respect to each Lot then titled in the name of Robin Run Homes and the Owner (including GIDHI) or Owners of each Lot titled in a name other than Robin Run Homes shall be entitled to one vote regardless of the fact that there may be more than one Owner of any such Lot. The provisions of this Indenture may also be amended by a duly recorded Declaration signed by not less than the Owners of 75% of the Lots titled in a name or names other than Robin Run Homes (the Owner or Owners of each Lot being
entitled to one vote regardless of the fact that there may be more than one Owner of a Lot, provided that such amendment has previously been approved, in writing, by GIDHI.

IN WITNESS WHEREOF, Greater Indianapolis Disciples Housing, Inc. has caused this Indenture to be executed the day and year first above written.

GREATER INDIANAPOLIS DISCIPLES HOUSING, INC.

By

Attest:

STATE OF Indiana SS

COUNTY OF Marion

On this 19 day of January, 1987, before me, appeared James B. Craddock to me personally known, who being by me duly sworn, did acknowledge and say that he is the President of Greater Indianapolis Disciples Housing, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and that said instrument is the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal of my office in Indianapolis, Indiana, the day and year last above written.

My commission expires:

August 2, 1987

This Document Prepared By:

DRAHEIM & PRANSCHE
1633 Des Peres Road
Suite 302
St. Louis, Missouri 63131
(314) 965-6455

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EXHIBIT A

Real Property located in Marion County, Indiana, and more particularly described as follows:

Part of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, of the Second Principal Meridian, in Marion County, Indiana more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter, thence South 89 degrees 01 minute 45 seconds West along the South line thereof a distance of 666.34 feet to a point; thence North 00 degrees 05 minutes 10 seconds West a distance of 169.45 feet to a point; thence South 89 degrees 01 minute 45 seconds West parallel with the South line of said Southwest Quarter a distance of 330.33 feet to a point which is 169.85 feet north of the Southwest corner of the East Half of the West Half of the East Half of said Southwest Quarter; thence North 00 degrees 05 minutes 10 seconds West along the West line of the East Half of the West Half of the East Half of said Southwest Quarter a distance of 1,156.67 feet to the Northwest corner of the South Half of the East Half of the West Half of the East Half of said Southwest Quarter; thence South 88 degrees 43 minutes 45 seconds West along the North line of the Southeast Quarter of said Southwest Quarter a distance of 332.43 feet to the Northwest corner thereof; thence North 00 degrees 05 minutes 37 seconds West along the West line of the Northeast Quarter of said Southwest Quarter a distance of 1,324.77 feet to the Northwest corner thereof; thence North 88 degrees 25 minutes 46 seconds East along the North line of said Southwest Quarter a distance of 1330.58 feet to the Northeast corner thereof; thence South 00 degrees 03 minutes 49 seconds East along the East line of said Southwest Quarter a distance of 2,663.50 feet to the point of beginning.

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EXHIBIT B

Real Property located in Marion County, Indiana, and more particularly described as follows:

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 2 EAST, SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

Commencing at the southeast corner of said Southwest Quarter; thence South 89° 01' 45" West along the South line of said Southwest Quarter and the centerline of West 62nd Street, 500.00 feet; thence North 00° 00' 00" East 45.01 feet to the North right-of-way line of the West 62nd Street. Thence; North 00° 00' 00" East 283.55 feet along the centerline of Red Chalice Road; thence, 82.03 feet along a curve to the right having a radius of 235.00 feet subtended by a long chord having a bearing of North 10° 00' 00" East and a length of 81.61 feet; Thence North 20° 00' 00" East 288.85 feet; thence 266.60 feet along a curve to the left having a radius of 235.00 feet and subtended by a long chord having a bearing of North 12° 30' 00" West and a length of 252.53 feet; thence North 45° 00' 00" West 80.29 feet to the intersection of the centerline of Robin Run East; thence continuing North 45° 00' 00" West 35.00 feet to the POINT OF BEGINNING. Thence North 45° 00' 00" East 381.00 feet; thence 314.16 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of North 00° 00' 00" East and a length of 282.84 feet; thence North 45° 00' 00" West 397.66 feet; thence 471.24 feet along a curve to the left having a radius of 200.00 feet and subtended by a long chord having a bearing of South 67° 30' 00" West and a length of 369.55 feet; thence South 00° 00' 00" East 562.38 feet; thence 471.24 feet along a curve to the left
having a radius of 200.00 feet and subtended by a long chord having a bearing of South 67° 30' 00" East and a length of 369.55 feet; thence North 45° 00' 00" East 16.66 feet to the Point of Beginning containing 10.934 acres more or less.
EXHIBIT C

Real Property located in Marion County, Indiana, and more particularly described as follows:

Part of the East Half of the Southwest Quarter of Section 36, Township 17 North, Range 2 East, of the Second Principal Meridian, in Marion County, Indiana more particularly described as follows:

Beginning at the Southeast corner of said Southwest Quarter, thence South 89 degrees 01 minute 45 seconds West along the South line thereof a distance of 666.34 feet to a point; thence North 00 degrees 05 minutes 10 seconds West a distance of 169.85 feet to a point; thence South 89 degrees 01 minute 45 seconds West parallel with the South line of said Southwest Quarter a distance of 330.33 feet to a point which is 169.85 feet north of the Southwest corner of the East Half of the West Half of the East Half of said Southwest Quarter; thence North 00 degrees 05 minutes 10 seconds West along the West line of the East Half of the West Half of the East Half of said Southwest Quarter a distance of 1,156.67 feet to the Northwest corner of the South Half of the East Half of the West Half of the East Half of said Southwest Quarter; thence South 88 degrees 43 minutes 45 seconds West along the North line of the Southeast Quarter of said Southwest Quarter a distance of 332.43 feet to the Northwest corner thereof; thence North 00 degrees 05 minutes 37 seconds West along the West line of the Northeast Quarter of said Southwest Quarter a distance of 1,324.77 feet to the Northwest corner thereof; thence North 88 degrees 25 minutes 46 seconds East along the North line of said Southwest Quarter a distance of 1330.58 feet to the Northeast.
corner thereof; thence South 00 degrees 03 minutes 49 seconds
East along the East line of said Southwest Quarter a distance
of 2,663.50 feet to the point of beginning.

EXCEPTING THEREFROM:

Real Property located in Marion County, Indiana, and more
particularly described as follows:

PART OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SECTION 36,
TOWNSHIP 17 NORTH, RANGE 2 EAST, SECOND PRINCIPAL MERIDIAN IN
MARION COUNTY, INDIANA BEING DESCRIBED AS FOLLOWS:

Commencing at the southeast corner of said Southwest Quarter;
thence South 89° 01' 45" West along the South line of said
Southwest Quarter and the centerline of West 62nd Street, 500.00 feet; thence North 00° 00' 00" East 45.01 feet to the
North right-of-way line of the West 62nd Street. Thence; North
00° 00' 00" East 283.55 feet along the centerline of Red
Chalice Road; thence, 82.03 feet along a curve to the right
having a radius of 235.00 feet subtended by a long chord having
a bearing of North 10° 00' 00" East and a length of 81.61 feet;
Thence North 20° 00' 00" East 288.45 feet; thence 266.60 feet
along a curve to the left having a radius of 235.00 feet and
subtended by a long chord having a bearing of North 12° 30' 00"
West and a length of 252.53 feet; thence North 45° 00' 00" West
80.29 feet to the intersection of the centerline of Robin Run
East; thence continuing North 45° 00' 00" West 35.00 feet to
the POINT OF BEGINNING. Thence North 45° 00' 00" East 381.00
feet; thence 314.16 feet along a curve to the left having a
radius of 200.00 feet and subtended by a long chord having a
bearing of North 00° 00' 00" East and a length of 282.84 feet;
thence North 45° 00' 00" West 397.66 feet; thence 471.24 feet

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along a curve to the left having a radius of 200.00 feet and
subtended by a long chord having a bearing of South 67° 30' 00"
West and a length of 369.55 feet; thence South 00° 00' 00"
East 562.38 feet; thence 471.24 feet along a curve to the left
having a radius of 200.00 feet and subtended by a long chord
having a bearing of South 67° 30' 00" East and a length of
369.55 feet; thence North 45° 00' 00" East 16.66 feet to the
Point of Beginning containing 10.934 acres more or less.