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Subdivision Covenants and Restrictions

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

PICKWICK COMMONS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made effective as of the 1st day of August, 1996, by the undersigned, being owners of residential properties within Pickwick Commons, a residential subdivision in Marion County, Indiana.

RECITALS

A. Pickwick Commons is an existing residential subdivision in Marion County, Indiana, the plats of which are more particularly described in Exhibit A attached hereto and made a part hereof (the "Subdivision").

B. The owners of the lots within the Subdivision have an organization (the "Association") which has been delegated and assigned the powers of maintaining and administering the Subdivision and administering and enforcing the covenants and restrictions contained in the plats of the Subdivision recorded from time to time in the office of the Recorder of Marion County, Indiana.

C. The undersigned, who are owners of the lots within the Subdivision and members of the Association, desire to create and memorialize in this Declaration certain covenants, conditions and restrictions relating to the management and operation of the Subdivision, the administration and enforcement of such covenants, conditions and restrictions, and collection and disbursement of assessments and expenses as herein provided.

NOW, THEREFORE, each of the undersigned, who is an owner of a lot within the Subdivision, a member of the Association, and a signatory party hereto, now or in the future, hereby declares that his Lot (defined herein) is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the following provisions, agreements, covenants, conditions, restrictions, licenses, assessments, charges and liens, which shall run with the Lot and shall be binding upon, and inure to the benefit of, the Owners (defined herein) and any other person or entity hereafter acquiring or having any right, title or interest in the Lot.

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DECLARATIONS

ARTICLE I.

DEFINITIONS

The following terms, when used in this Declaration with initial capital letters, shall have the following respective meanings:

1.1. "Association" means Pickwick Commons, Incorporated, an Indiana non-profit corporation, its successors and assigns.

1.2. "Lot" means a numbered parcel of land shown and identified as a lot on any plat of the Subdivision now or hereafter recorded in the office of the Recorder of Marion County, Indiana, the Owner of which has signed this Declaration on the effective date hereof or subsequently joined in the execution of this Declaration. Any lot within the Subdivision whose owner does not join in this Declaration now or in the future will not be deemed to be a "Lot" for purposes of this Declaration.

1.3. "Maintenance Area" means a portion of the Subdivision constituting the perimeter walls, yards and landscape areas bordering the Subdivision along Ditch Road and 91st Street and any Streets within fences of the Subdivision.

1.4. "Mortgagee" means the holder of a recorded first mortgage lien on any Lot.

1.5. "Operating Expenses" mean (i) expenses of administration of the Association; (ii) expenses of and in connection with the performance of the responsibilities and duties of the Association as set forth herein and in the Plat Covenants and Commitments; (iii) all sums declared by this Declaration to be Operating Expenses; and (iv) all costs incurred by the Association (i) to promote the health, safety and welfare of the residents occupying the Subdivision, (ii) for the improvement, maintenance and repair of the Maintenance Area, (iii) for the performance of the responsibilities and duties of the Association, and (iv) for such other purposes as are specifically or otherwise allocated in a reserve fund for the purpose of providing repair and replacement of any capital improvements which the Association is required to maintain.

1.6. "Owner" means the record owner, whether one or more persons or entities, of fee-simple title to any Lot, who, as a member of the Association and one of the undersigned, has signed this Declaration on the effective date hereof or subsequently joined in the execution of this Declaration by signing an Owner's Consent and Acknowledgement ("Owner's Consent") in the form attached hereto as Exhibit C. "Owner" shall include any person acquiring title to a Lot by acceptance of a deed conveying title thereto, but exclude those having an interest merely as security for the performance of an obligation unless specifically indicated to the

contrary. Any owner of a lot within the Subdivision who does not join in this Declaration shall not be deemed an "Owner" for purposes of this Declaration.

1.7. "Plat Covenants and Commitments" means any and all covenants or commitments appearing on any plats of the Subdivision or any contained in any supplemental covenants or commitments now or hereafter recorded in the office of the Recorder of Marion County, Indiana.

1.8. "Streets" means the portion of the Subdivision designated on any plats of the Subdivision now or hereafter recorded in the office of the Recorder of Marion County, Indiana as a public or private street, road or right-of-way.

ARTICLE II.

NAME

The name by which the Subdivision shall be known is "Pickwick Commons".

ARTICLE III.

APPLICATION

All Owners, their tenants, guests, invitees and mortgagees, or any other person using or occupying a Lot shall be subject to and shall observe and comply with the covenants, conditions, restrictions, terms and provisions set forth in this Declaration and any rules and regulations adopted by the Association, as the same may be amended from time to time.

The Owner of any Lot and all other persons, (i) by acceptance of a deed conveying title to a Lot or the execution of a contract for the purchase thereof, or (ii) by the act of occupancy of such Lot, shall conclusively be deemed to have accepted such deed, executed such contract or undertaken such occupancy subject to the terms and provisions of this Declaration. By acceptance of such deed, execution of such contract or undertaking of such occupancy, each Owner and all other persons acknowledge the rights and powers of the Association provided for by this Declaration, and for himself, his heirs, personal representatives, successors and assigns, covenant, agree and consent to and with the Owners from time to time of the Lots, to keep, observe, comply with and perform the covenants, conditions, restrictions, terms and provisions of this Declaration.

ARTICLE IV.

MAINTENANCE AREA

The Owners hereby create and grant a non-exclusive license in favor of themselves, any subsequent Owners and the Association to maintain, repair and/or replace the yards, landscaping, fences and walls within the Maintenance Area in a condition acceptable to the Association.

ARTICLE V.

ASSOCIATION

5.1. Membership. Each Owner shall be and become a member of the Association and shall remain a member of the Association as prescribed by the Association's Articles of Incorporation and By-Laws.

5.2. Multiple or Entity Owners. Where more than one person or entity constitutes the Owner of a particular Lot, all such persons or entities shall be members of the Association, but the vote in respect of such Lot shall be exercised as the persons or entities holding an interest in such Lot shall determine among themselves, but in no event shall more than one (1) vote be cast with respect to such Lot.

5.3. Board of Directors. The Association shall elect a Board of Directors of the Association as prescribed by the Association's Articles of Incorporation and By-Laws. The Board of Directors of the Association shall manage the affairs of the Association in accordance with the Association's Articles of Incorporation and By-Laws.

5.4. Responsibilities of the Association. The responsibilities of the Association include those prescribed by the Association's Articles of Incorporation and By-Laws and may further include, at the sole election of the Board of Directors of the Association, the following:

(i) Installation, maintenance and replacement of such fences, walls, foliage, landscaping, signs and other improvements in and upon the Maintenance Area as the Association deems necessary or appropriate.

(ii) Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners the insurance coverages (if any) required under this Declaration and such other insurance as the Association deems necessary or advisable.

(iii) Payment of taxes, if any, assessed against and payable by the Association, which taxes are not assessed against and payable by residents of lots within the Subdivision.

(iv) Assessment and collection from the Owners of Regular or Special Assessments, sufficient in amount to pay the Operating Expenses.

(v) Contracting for such services as management, snow removal, security control, trash removal, legal services or other services as the Association deems necessary or advisable.

(vi) From time to time, adopting, amending or rescinding such reasonable rules and regulations (not inconsistent with the provisions of this Declaration) for the management and administration of the Association, as the Association deems necessary or advisable, and enforcement of the same. As part of such rules and regulations, the Association may provide for reasonable interest and late charges on past due installments of any Regular or Special Assessments or other charges against any Lot. Copies of such rules and regulations shall be furnished by the Association to the Owners prior to the time when the same shall become effective.

(vii) Replacement and maintenance of any street identification signs within the Subdivision designated as street signs, except to the extent the same is the responsibility of any governmental agency or subdivision.

5.5. Compensation. No Director of the Association shall receive compensation for his services as such Director, except to the extent expressly authorized by a majority vote of the Owners.

5.6. Non-Liability of Directors and Officers. The Directors and officers of the Association shall not be liable to the Owners or any other persons for any error or mistake of judgment in carrying out their duties and responsibilities as Directors or officers of the Association, except for their own individual willful misconduct or gross negligence. The Association shall indemnify and hold harmless and defend each person, his heirs, assigns or legal representatives, who is or was a Director or officer of the Association against any and all liability to any person, firm or corporation arising out of contracts made by or it the direction of the Board of Directors (or the managing agent, if any) of the Association, unless any such contract shall have been made in bad faith. It is intended that the Directors and officers of the Association shall have no personal liability with respect to any contract made by them on behalf of the Association except in their capacity as Owners.

5.7. Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives (collectively, the "Indemnitee"), made or threatened to be made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or officer of the Association, against all costs and expenses, including attorneys' fees, actually and reasonably incurred by the Indemnitee in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except (unless otherwise specifically provided herein) in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Indemnitee

is liable for gross negligence or willful misconduct in the performance of his duties. The Association shall also reimburse any such Indemnitee for the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority vote of the Owners that such Director or officer was not guilty of gross negligence or willful misconduct. In making such findings and notwithstanding the adjudication in any action or suit of proceeding against an Indemnitee, no Director or officer shall be considered or deemed to be guilty of or liable for gross negligence or willful misconduct in the performance of his duties where, acting in good faith, such Director or officer relied on the books and records of the Association or statements or advice made by or prepared by the managing agent of the Association (if any) or any officer or employee of the Association, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service, unless such Director or officer had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for gross negligence or willful misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors of the Association. The costs and expenses incurred by an Indemnitee in defending any action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Indemnitee to repay the amount paid by the Association if it shall ultimately be determined that the Indemnitee is not entitled to indemnification as provided in this paragraph 5.7.

ARTICLE VI.

ASSESSMENTS

6.1. Creation of Lien and Personal Obligation. Each Owner, for each Lot now or hereafter conveyed by an Owner, hereby covenants, and each future Owner of a 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 (i) regular assessments for Operating Expenses ("Regular Assessments") and (ii) special assessments for capital improvements and operating deficits and for special maintenance and repairs ("Special Assessments"). Such assessments shall be established, shall commence upon such dates and shall be collected as hereinafter provided. All such assessments, together with interest, costs of collection and reasonable attorneys' fees, shall be continuing lien upon the Lot against which such assessment is made prior to all other liens except only (i) tax liens on any Lot in favor of any unit of government or special taxing district and (ii) the lien of any first mortgage of record. Each such assessment, together with interest, costs of collection and reasonable attorneys' fees, shall also be the personal obligation of the Owner of the Lot at the time such assessment became due and payable. Where Owner constitutes more than one person, the liability of such persons shall be joint and several. The personal obligation for delinquent assessments (as distinguished from the lien upon the Lot) shall not pass to such Owner's successor(s) in title unless expressly assumed by such successor(s). The Association shall, upon request of a proposed Mortgagee or proposed purchaser having a contractual right to purchase a Lot, furnish to such Mortgagee or purchaser a statement setting forth the amount of any unpaid Regular Assessment, Special Assessment and other charge of the

Association against the Lot. Such statement shall be binding upon the Association as of the date of such statement.

6.2. Purpose of Assessments. The Regular or Special Assessments levied by the Association shall be used exclusively for the Operating Expenses.

6.3. Regular Assessments. The Board of Directors of the Association shall have the right, power and authority, without any vote of the members of the Association, to fix, from time to time, the Regular Assessment against each Lot.

6.4. Special Assessments. In addition to Regular Assessments, the Association, except as provided below, may make Special Assessments against each Lot for the purpose of reconstructing, repairing or replacing any capital improvement which the Association is required to maintain or to recover any operating deficits which the Association may from time to time incur only with the assent of two-thirds (2/3) of the Owners entitled to vote who either cast votes in person or by proxy at a meeting of the members of the Association duly called for such purpose.

6.5. Uniform Rate of Assessment. The Regular Assessments and Special Assessments levied by the Association shall be uniform for all Lots.

6.6. Date of Commencement of Regular Assessments; Due Dates. The Board of Directors of the Association shall fix the amount of the Regular Assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the assessment notices as the Board of Directors shall deem appropriate shall be sent to each Owner subject thereto. The due dates for all assessments shall be established by the Board of Directors of the Association. The Board of Directors may provide for reasonable interest and late charges on past due installments of assessments.

6.7. Failure of Owner to Pay Assessments.

(i) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the Operating Expenses and toward any other expense lawfully agreed upon, by abandonment of the Lot belonging to him. If any Owner shall fail, refuse or neglect to make any payment of any assessment (or periodic installment of an assessment, if applicable) when due, the lien for such assessment on the Owner's Lot may be filed and foreclosed by the Board of Directors of the Association for and on behalf of the Association in the same manner as a mortgage on real property or as otherwise provided by law. Upon the failure of any Owner to make timely payments of any assessment (or a periodic installment of an assessment, if applicable) when due, the Board may in its discretion accelerate the entire balance of any unpaid assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any assessment, the Owner and any occupant of the Lot shall be jointly and severally liable

for the payment to the Association of reasonable rental for such Lot, and the Board of Directors shall be entitled to the appointment of a receiver for the purpose of preserving the Lot and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid assessments. The Board of Directors of the Association may, at its option, bring a suit to recover a money judgment for any unpaid assessment without foreclosing or waiving the lien securing the same. In any action to recover an assessment, whether by foreclosure or otherwise, the Board of Directors of the Association, for and on behalf of the Association, shall be entitled to recover from the Owner of the respective Lot costs and expenses of such action incurred (including but not limited to reasonable attorneys' fees) and interest from the date such assessments were due, until paid.

(ii) Notwithstanding anything contained in this paragraph 6.7 or elsewhere in this Declaration, any sale, or transfer of a Lot to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid assessments (or periodic installments, if applicable) which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior Owner from personal liability therefor.

ARTICLE VII.

MAINTENANCE

7.1. Maintenance of Lots and Improvements. Except to the extent such maintenance shall be the responsibility of the Association under any of the foregoing provisions of this Declaration, it shall be the duty of the Owner of each Lot to keep the grass on the Lot properly cut and keep the Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance of the exterior of any structures on such Lot. In the event the Owner of any Lot fails to do so in a manner satisfactory to the Association, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right (but not the obligation), through its agents, employees and contractors, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be an additional assessment against such Lot and the Owner thereof, to be collected and enforced in the manner provided in this Declaration for the collection and enforcement of assessments in general. Neither the Association nor any of its Directors, officers, agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

ARTICLE VIII.

MORTGAGES

8.1. Notice to Association. Any Mortgagee who places a first mortgage lien upon a Lot may notify the Secretary of the Association of the existence of such mortgage and provide the name and address of such Mortgagee. A record of such mortgage and name and address shall be maintained by the Secretary of the Association and any notice required to be given to the Mortgagee pursuant to the terms of this Declaration, the By-Laws of the Association or otherwise shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, as herein provided, no notice to any Mortgagee as may be otherwise required by this Declaration, the By-Laws of the Association or otherwise shall be required, and no Mortgagee shall be entitled to vote on any matter to which it otherwise may be entitled by virtue of this Declaration, the By-Laws of the Association, a proxy granted to such Mortgagee in connection with the mortgage, or otherwise.

8.2. Notice to Mortgagees. The Association, upon request, shall provide to any Mortgagee a written certificate or notice specifying unpaid assessments and defaults of the Owner of such Lot, if any, in the performance of such Owner's obligation under this Declaration or any other applicable documents, which defaults have not been cured within sixty (60) days.

ARTICLE IX.

AMENDMENT

9.1. By the Owners. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner.

(i) Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the Owners at which the proposed amendment is to be considered.

(ii) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or by any Owner who is in good standing with the Association. Any Owner shall be deemed in good standing if he has paid all assessments that are then due and payable.

(iii) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote of the Owners at a meeting of the Owners duly called and held in accordance with the provisions of the By-Laws.

(iv) Adoption. Any proposed amendment to this Declaration must be approved by a two-thirds (2/3) majority vote of all Owners. In the event any Lot is subject to a

first mortgage, each Mortgagee shall be notified of the meeting and the proposed amendment in the manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 9.1.

(v) Special Amendments. No amendment to this Declaration shall be adopted which changes any provision of this Declaration which would be deemed to be of a material nature by the Federal National Mortgage Association under Section 402.02 of Part V, Chapter 4, of the Fannie Mae Selling Guide or any similar provision of any subsequent guidelines published in lieu of or in substitution for the Selling Guide, without the approval of all Mortgagees who have given prior notice of their mortgage interest to the Board of Directors of the Association in accordance with the provisions of the foregoing paragraph 9.1.

Any Mortgagee which has been duly notified of the nature of any proposed amendment shall be deemed to have approved the same if said Mortgagee or a representative thereof fails to appear at the meeting in which such amendment is to be considered (if proper notice of such meeting was timely given to such Mortgagee). In the event that a proposed amendment is deemed by the Board of Directors of the Association to be one which is not of a material nature, the Board of Directors shall notify all Mortgagees whose interests have been made known to the Board of Directors of the nature of such proposed amendment, and such amendment shall be conclusively deemed not material if no Mortgagee so notified objects to such proposed amendment within thirty (30) days of the date such notices are mailed and if such notice advises the Mortgagees of the time limitation contained in this provision.

9.2. Recording. Each amendment to the Declaration shall be executed by the President or Vice President and Secretary of the Association. All amendments shall be recorded in the office of the Recorder of Marion County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE X.

GENERAL PROVISIONS

10.1. Right of Enforcement. Violation or threatened violation of any of the covenants, conditions or restrictions enumerated in this Declaration or in any plats of all or any part of the Subdivision now or hereafter recorded in the office of the Recorder of Marion County, Indiana, shall be grounds for an action by the Association, any Owner and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants, conditions or restrictions. Available relief in any such action shall include recovery of damages or other sums due for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys' fees incurred by any party successfully enforcing such covenants and restrictions; provided, however, that the Association,

its Board of Directors, officers or any Owner shall not be liable for damages of any kind to any person for failing to enforce or carry out any such covenants, conditions or restrictions.

10.2. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to any violation or threatened violation of any covenants, conditions or restrictions provided in this Declaration or in any plats of all or any part of the Subdivision shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuance of such violation or violations of such covenants, conditions or restrictions.

10.3. Duration. These covenants, conditions and restrictions and all other provisions of this Declaration (as the same may be amended from time to time as herein provided) shall run with the land and shall be binding on all persons and entities from time to time having any right, title or interest in the Subdivision, or any part thereof, and on all persons claiming under them, until December 31, 2010, and thereafter shall be automatically extended for successive periods of the ten (10) years each, unless prior to the commencement of any such extension period, by a vote of a majority of the then Owners of Lots within and upon the Subdivision, it is agreed that this Declaration shall terminate in its entirety. In the event the Association shall vote to terminate this Declaration as provided above, the Secretary of the Association shall record in the office of the Recorder of Marion County a copy of the adopting resolution and the original signatures thereto of the majority of the Owners voting to terminate.

10.4. Severability. Invalidation of any of the covenants, restrictions or provisions contained in this Declaration by judgment or court order shall not in any way affect any of the other provisions hereof, which shall remain in full force and effect.

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

10.6. Applicable Law. This Declaration shall be governed, interpreted, construed and regulated by the laws of the State of Indiana.

10.7. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed deemed to be an original and all of which taken together shall constitute one and the same agreement. Any Owner's Consent subsequently signed by an Owner and recorded in the office of the Recorder of Marion County, Indiana, shall be deemed a part of this Declaration as if such Owner's Consent was signed as of the date hereof and recorded concurrently herewith.

10.8. Recording. This Declaration, when initially signed by the undersigned, shall be recorded in the offices of the Recorder of Marion County, Indiana.

10.9. Miscellaneous. If any owner of a lot within the Subdivision elects not to become an Owner subject to the provisions of this Declaration, such owner may nevertheless pay the assessments as herein provided and the Association may collect and disburse such assessments to pay Operating Expenses.

10.10. Conflicts. This Declaration is not intended to supersede the Association's Articles of Incorporation or By-Laws, but in the event of an inconsistency, the terms and provisions of this Declaration shall control as such may apply to the Owners.

IN WITNESS WHEREOF, this Declaration has been executed by the undersigned in separate counterparts as of the date first above written.

[Signatures of undersigned on following pages.]



Thomas J. McCabe

Thomas J. McCabe
(printed name)

Susan J. McCabe

Susan J. McCabe
(printed name)

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Thomas J. McCabe and Susan J. McCabe, as husband and wife, who acknowledged they reside at 8887 Alderly Court, Indianapolis, Indiana and further acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

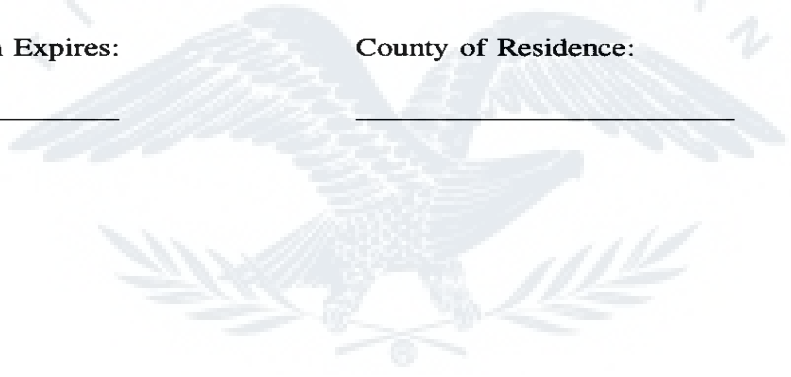
Bill Craig
Signature

Bill Craig, NOTARY PUBLIC
My Commission Expires: June 24, 2000
County of Residence: Marion

Printed Notary Public

My Commission Expires:

County of Residence:



Susan A Moss
Susan A. Moss
(printed name)

Jack J Moss
Jack J. Moss
(printed name)

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Susan A. Moss and Jack J. Moss, as husband and wife, who acknowledged they reside at 8877 Alderly Court, Indianapolis, Indiana and further acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions.

Susan J. McCabe
Signature

Susan J. McCabe
Printed Notary Public

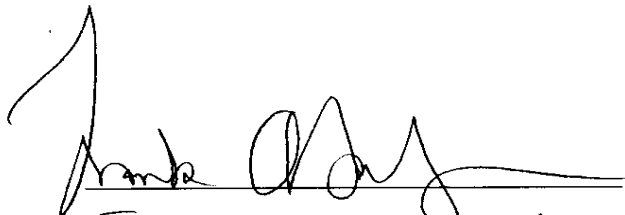
My Commission Expires:

6/25/2000

County of Residence:

Marion





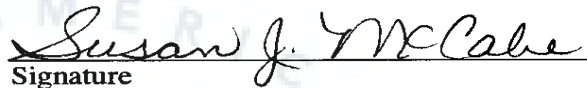
FRANK A. SAFFRIN
(printed name)



ELAINE S. SAFFRIN
(printed name)

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Frank A. Saffrin and Elaine S. Saffrin, as husband & wife, who acknowledged they reside at 8827 Kirkham Road, Indianapolis, Indiana and further acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions. the execution of the foregoing instrument.


Signature

Susan J. McCabe
Printed Notary Public

My Commission Expires:

6/25/2000

County of Residence:

Marion

EXHIBIT A

Pickwick Commons Subdivision

Pickwick II, First Section, an Addition to the City of Indianapolis, Indiana, as per plat thereof, recorded November 5, 1965, as Instrument No. 65-58213, in the office of the Recorder of Marion County, Indiana.

Pickwick II, Second Section, an Addition to the City of Indianapolis, Indiana, as per plat thereof, recorded January 8, 1969, as Instrument No. 69-1064, in the office of the Recorder of Marion County, Indiana.

Pickwick II, Third Section, an Addition to the City of Indianapolis, Indiana, as per plat thereof, recorded September 28, 1972, as Instrument No. 72-58381, in the office of the Recorder of Marion County, Indiana.



EXHIBIT B

8887 Alderly Court:

Lot No. 73, in Pickwick II, Third Section, an Addition to the City of Indianapolis, Indiana, as per plat thereof, recorded September 28, 1972, as Instrument No. 72-58381, in the office of the Recorder of Marion County, Indiana.

8877 Alderly Court:

Lot No. 74, in Pickwick II, Third Section, an Addition to the City of Indianapolis, Indiana, as per plat thereof, recorded September 28, 1972, as Instrument No. 72-58381, in the office of the Recorder of Marion County, Indiana.

8827 Kirkham Road:

Lot No. 71, in Pickwick II, Second Section, an Addition to the City of Indianapolis, Indiana, as per plat thereof, recorded January 8, 1969, as Instrument No. 69-1064, in the office of the Recorder of Marion County, Indiana.

9024 Kirkham Court:

Lot No. 38, in Pickwick II, Second Section, an Addition to the City of Indianapolis, Indiana, as per plat thereof, recorded January 8, 1969, as Instrument No. 69-1064, in the office of the Recorder of Marion County, Indiana.

9011 Wickham Road:

Lot No. 5, in Pickwick II, First Section, an Addition to the City of Indianapolis, Indiana, as per plat thereof, recorded November 15, 1965, as Instrument No. 65-58213, in the office of the Recorder of Marion County, Indiana.

EXHIBIT C

OWNER'S CONSENT AND ACKNOWLEDGEMENT

The undersigned, _____ and _____, as _____, being the owner(s) of the residence ("Owner") commonly known as _____, Indianapolis, Indiana, the legal description of which is [insert applicable Lot and Section number] Lot No. _____, in Pickwick II, Section _____, an Addition to the City of Indianapolis, Indiana, as per plat thereof, recorded as Instrument No. _____, in the office of the Recorder of Marion County, Indiana (the "Lot"), do hereby consent to and acknowledge the covenants, conditions and restrictions of the Declaration of Covenants, Conditions and Restrictions dated effective August 1, 1996, recorded on August _____, 1996, as Instrument No. 1996-_____, with the Recorder of Marion County Indiana ("Declaration"), a copy of which has been delivered to the undersigned.

Owner hereby declares that the Lot is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, covenants, conditions, restrictions, licenses, assessments, charges and liens, which shall run with the Lot and shall be binding upon, and inure to the benefit of, the Owner and any other person or entity hereafter acquiring or having any right, title or interest in the Lot, in accordance with and subject to the covenants, conditions and restrictions of the Declaration.

(printed name) _____ (printed name)

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared _____ and _____, as _____, who acknowledged the execution of the foregoing instrument.

Signature

Printed Notary Public

My Commission Expires: _____

County of Residence: _____

This instrument was prepared by Timothy W. Sullivan, Ice Miller Donadio & Ryan, One American Square, Box 82001, Indianapolis, Indiana 46282; telephone: (317) 236-2100.



After recording, return to: _____.