DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS ORCLARATION, made on the date hereinafter set forth.

by Whitshalls Company, an Indiana general partnership, hereinafter

referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in

Indianapolis, Marion County, Indiana, which is more particularly

described in Exhibit "A" and Exhibit "B" attached hereto and by

this reference made a part hereof.

NOW, THEREFORE, Declarant hereby declares that all of the

properties described in Exhibit A and Exhibit B shall be held,

sold and conveyed subject to the following easements, restrictions,

covenants, and conditions, which are for the purpose of protecting

the value and desirability of, and which shall run with, the real

property and be binding on all parties having any right, title

or interest in the described properties or any part thereof,

their heirs, successors and assigns, and shall inure to the

benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section I. "Association" shall mean and refer to The

Whitshalls Corporation, an Indiana not-for-profit corporation, its

successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner,

whether one or more persons or entities, of a fee simple title

to any lot which is a part of the Properties, including contract
sellers, but excluding those having such interest merely as
security for the performance of an obligation.

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

Section 4. "Common Area" shall mean all real property owned
by the Association for the common use and enjoyment of the owners.
The Common Area to be owned by the Association at the time of the
conveyance of the first lot is described in Exhibit C attached
hereto and by this reference made a part hereof.

Section 5. "Lot" shall mean and refer to any plot of land
shown upon any recorded subdivision map of the Properties with
the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Whitehall
Company, its successors and assigns if such successors or
assigns should acquire more than one undeveloped Lot from the
Declarant for the purpose of development.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner
shall have a right and easement of enjoyment in and to the Common
Area which shall be appurtenant to and shall pass with the title
to every lot, subject to the following provisions:

(a) the right of the Association to charge reasonable
admission and other fees for the use of any recreational
facility situated upon the Common Area;
(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, tenants, or contract purchasers who reside on the property.

Section 3. Association's Assessment for Maintenance and Repair. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot is affected thereby, shall have an assessment to go upon any other Lot for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one Lot.

If any member shall fail to maintain the open area attached to his Lot, the Association upon the giving of ten (10) days written notice to such member, shall have the right to enter upon such open area, do any necessary maintenance thereon. The cost of such maintenance shall be a special assessment against such lot and the owner thereof.

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ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Declarant and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot.

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

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1974.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Liens and Personal Obligation of Assessments. The Declarant, for each Lot owned within the
Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements; and (3) special assessments as provided in Article II, Section 3 and Article V; such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

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

Section 3. Maximum Annual Assessment.

(a) Until January 1, 1974, the maximum annual assessment on any Lot conveyed by Declarant on the real estate described in Exhibit A shall be $192.00 per lot.

(b) Until January 1, 1974, the maximum annual assessment on any Lot conveyed by Declarant on the real estate described in Exhibit B shall be $120.00 per lot.
(c) From and after January 1, 1974, the maximum annual assessment may be increased each year not more than 3% above the maximum assessment for the previous year without a vote of the membership.

(d) From and after January 1, 1974, the maximum annual assessment may be increased above 3% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

Section 4. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

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

Section 6. Uniform Rate of Assessment. The annual
assessment for lots on the real estate described in Exhibit A
shall be $72.00 less than the annual assessment for lots on the
real estate described in Exhibit A. Except for such difference,
both annual and special assessments for capital improvements must
be fixed at a uniform rate for all Lots and may be collected on
a monthly basis.

Section 7. Date of Commencement of Annual Assessments:
Due Dates. The annual assessment provided for herein shall
come into effect as to each Lot on the first day of the month following
the conveyance of such Lot by Declarant. The first annual
assessment shall be adjusted pro rata according to the number
of months remaining in the calendar year. The Board of Directors
shall fix any increase in the amount of the annual assessment at
least thirty (30) days in advance of each calendar year period.
Written notice of annual and special assessments shall be sent
to every Owner subject thereto. The due dates for all assessments
shall be established by the Board of Directors. The Association
shall, upon demand, and for a reasonable charge, furnish a
certificate signed by an officer of the association setting
forth whether the assessments on a specified Lot have been paid.
Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In the event an owner of any Lot in the Properties fails to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of
the buildings and any other improvements erected thereon.
The cost of such exterior maintenance shall be a special
assessment against such Lot and the owner thereof.

ARTICLE VI

PARTY WALLS

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

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

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

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

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

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VII
ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the type, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such
design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VIII
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.
Section 4. Annexation. Additional residential property and common area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members, provided, however, all or any part of a certain tract containing approximately 30 acres, which tract is presently owned by J & L Realty, Inc. and Concord Builders, Inc., and adjacent to the western side of the Properties, shall be annexed to the Properties at the option of such present owners (or Declarant if any such property is acquired by Declarant). Such annexation shall be effected no later than three (3) years from the date of this instrument, by written notice to the Association and recording of a Declaration applicable to such annexed real estate which incorporates the material terms of the Declaration herein.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set his hand and seal this 24th day of June, 1972.

WHITHEAL COMPANY

By: Mike X. Beam
General Partner

STATE OF INDIANA   
COUNTY OF MARION   

Before me, a Notary Public in and for said County and State, personally appeared Mike X. Beam, a general partner of Whitehall Company, a general partnership, who acknowledged execution of the foregoing instrument for and on behalf of such partnership and who, being duly sworn, stated that the representations therein contained are true.

WITNESS my hand and Notarial Seal this 24th day of June, 1972.

Notary Public

My Commission Expires:

Catherine England
EXHIBIT A

LEGAL DESCRIPTION OF REAL ESTATE

A part of the West Half of the Southwest Quarter of Section 8, and part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the said East Half Quarter Section; thence South 89 degrees 10 minutes 36 seconds West along the South line of the said East Half Quarter Section, 437.00 feet to a point which lies North 89 degrees 10 minutes 36 seconds East 876.28 feet from the Southeast corner of the said East Half Quarter Section; thence North 01 degree 08 minutes 13 seconds West parallel with the East line of the said East Half Quarter Section, 1465.21 feet to the Northerly line of real estate set out in Deed recorded January 12, 1965, as Instrument No. 1-87-44 in the Office of the Recorder of Marion County, Indiana; thence South 06 degrees 23 minutes 43 seconds East along the said Northerly line 1372.49 feet; thence South 01 degree 06 minutes 29 seconds West 219.91 feet; thence South 88 degrees 59 minutes 17 seconds West, 170.78 feet; thence South 65 degrees 09 minutes 15 seconds West, 732.17 feet; thence South 06 degrees 23 minutes 17 seconds West 907.79 feet to the South line of the said West Half Quarter Section; thence South 88 degrees 59 minutes 33 seconds West along the said South line, 578.52 feet to the place of beginning, containing 33,566 acres, more or less.
EXHIBIT B

A part of the West Half of the Southwest Quarter of Section 8, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning on the South line of the said Half Quarter-Section South 88 degrees 58 minutes 33 seconds West, 420.00 feet from the Southeast corner of the said Half Quarter-Section; thence South 88 degrees 58 minutes 33 seconds West along the South line of the said Half Quarter Section, 340.00 feet to a point which lies North 88 degrees 58 minutes 33 seconds East, 578.62 feet from the South East corner of the said Half Quarter-Section; thence North 06 degrees 29 minutes 17 seconds East, 907.79 feet; thence North 45 degrees 00 minutes 16 seconds East, 332.17 feet; thence North 88 degrees 58 minutes 33 seconds East parallel with the South line of the said Half Quarter Section, 170.78 feet; thence North 01 degree 06 minutes 29 seconds East parallel with the East line of the said Half Quarter Section, 213.91 feet to the Northerly line of real estate set out in deed, recorded January 12, 1965, as Instrument 465-1842 in the Office of the Recorder of Marion County, Indiana; thence South 88 degrees 23 minutes 43 seconds East along the said Northerly line 230.00 feet to the Northeast corner of the Southwest Quarter of the said Southwest Quarter Section; thence South 01 degree 06 minutes 29 seconds East along the East line of the said Half Quarter Section, 1031.35 feet, to a point which lies North 01 degree 06 minutes 29 seconds West, 330.00 feet from the Southeast corner of the said Half Quarter-Section; thence South 08 degrees 58 minutes 33 seconds West parallel with the South line of the said Half Quarter Section, 420.00 feet; thence South 01 degree 06 minutes 29 seconds East parallel with the East line of the said Half Quarter Section, 350.00 feet to the place of beginning, containing 15.426 acres, more or less.
EXHIBIT C

LEGAL DESCRIPTION OF REAL ESTATE

A part of the West Half of the Southwest Quarter of Section 8; and part of the East Half of the Southeast Quarter of Section 7, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the said East Half Quarter Section; thence South 89 degrees 10 minutes 36 seconds West along the South line of the said East Half Quarter Section, 457.00 feet to a point which lies North 89 degrees 10 minutes 36 seconds East 876.20 feet from the Southwest corner of the said East Half Quarter Section; thence North 01 degree 08 minutes 33 seconds West parallel with the East line of the said East Half Quarter Section, 1465.21 feet to the Northerly line of real estate set out in Deed recorded January 12, 1963, as Instrument 965-1848 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 22 minutes 43 seconds East along the said Northerly line 1372.49 feet; thence South 01 degree 06 minutes 29 seconds; thence South 01 degree 08 minutes 33 seconds; thence North 01 degree 06 minutes 23 seconds West, 170.78 feet; thence South 45 degrees 09 minutes 18 seconds West, 322.17 feet; thence South 06 degrees 22 minutes 17 seconds West, 905.73 feet to the South line of the said West Half Quarter Section; thence South 89 degrees 58 minutes 33 seconds West along the said South line, 578.62 feet to the place of beginning, containing 39,566 acres, more or less.

Except all lots as shown on the Whitnall Commons subdivision maps as ultimately recorded and except also West 47th Street as shown on such subdivision maps.

RECEIVED FOR RECORD 4/17/72
FAIRVIEW
RECORD OF MARION CO.
THIS AMENDED DECLARATION is an amendment of covenants declared originally by Whitehall Company in an instrument entitled "Declaration of Covenants, Conditions and Restrictions", recorded June 26, 1972 as Instrument No. 3322320 in the Office of Recorder of Marion County, Indiana, as amended by Instrument Numbers 77-1139, 77-3148, 73-69790 and 77-12237, respectively, in the Office of Recorder of Marion County, Indiana. This declaration is made by The Whitehall Corporation, an Indiana not-for-profit corporation, referred to as the "Association", pursuant to vote of the membership of the Association. This Declaration is a complete replacement of the original covenants and all amendments thereto.

The Association declares that all of the properties described in Exhibit A (associated with the attached single family dwellings) and Exhibit B (associated with the houses), have been, are, and shall be held, sold, and conveyed subject to the following covenants, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of the real property described in Exhibits A and B. These covenants, restrictions, covenants and conditions are to run with said real property and be binding on all parties having any right, title or interest in the described real property, their heirs, successors, and assigns, and shall be for the benefit of each Owner.

ARTICLE I - DEFINITIONS

Section 1. "Association" and "Corporation" shall mean and refer to the Whitehall Corporation, an Indiana not-for-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple interest to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property described in Exhibit A (commonly associated with the attached single family dwellings known as Whitehall Commons) and Exhibit B (commonly associated with the houses known as Whitehall Additions) and such additions as may be brought within the jurisdiction of the Association.
Section 4. a. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners. The Common Area consists of that land area designated as such on the plat of Whitetail Commons, Sections One through Four, inclusive, recorded as instruments numbered 73-6199, 73-6199, and 73-69780, respectively, in the office of the Recorder, Marion County, Indiana, the description of which is contained in Exhibit A, less the two hundred sixty-eight Lots therein contained, which Lots are hereinafter defined.

b. "Common Recreation Area" shall mean that real property contained within the "Properties" contained in the community buildings, swimming pool and tennis court described in Exhibit C, attached hereto and by this reference incorporated herein, together with certain bike paths contained within the legal description of Exhibit A and comprising 1,378.5 linear feet.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. A "Registered Votar" is the person(s) duly authorized to cast the one vote for a Lot in accordance with voting rights set forth in Article III, Section 2, for the Association. See Section 3 of Article III for the method of registration.

ARTICLE II - PROPERTY RIGHTS

Section 1. Owner's Easements of Pekinoma. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be a part of and pass with the Lot excepting Class II members of the Association as hereinafter defined who shall be restricted in use to these properties as defined as "Common Recreation Area" and further all Owners shall be subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Recreation Area;

b) the right of the Association to suspend the voting rights and right to use or delegate the use of facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of the Association's published rules and regulations.

c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of the Owners agreeing to such dedication or transfer has been recorded.
Section 2. Delegation of Use. Each Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Recreation Area and facilities to the members of the Owner's family and to the Owner's guests. This right of enjoyment may also be delegated, in accordance with the By-Laws, to the following who reside on the property of the Owner's tenants, and by contract purchasers of the Owner's Lot.

Any Owner who so delegates his right of enjoyment shall be and remain (by the act of delegation) in indemnity any Owner of the Association for damages caused by his delegates.

Section 3. Association's monument for Maintenance and Repair. The Association and any member thereof whose enjoyment of the use and occupancy of his Lot in Whitehall Commons is affected thereby, shall have an easement to go upon any other Lot in Whitehall Commons for the purpose of maintaining or causing to be maintained or repaired any party walls, utility lines, sewer or other facilities which serve more than one of said Lots.

The Association shall have an easement for access to all Lots in Whitehall Commons for entry and exit as required by its officers, directors, employees, and their agents and independent contractors, in order to perform its obligations and duties and in order to properly effect its rights as set forth in this Declaration.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment, shall be a member of the Association. For purposes of determining classes of membership, a Class I member shall be the Owner of any conveyed Lot containing a Dwelling within the two hundred eighty-eight Lots of Whitehall Commons, Sections One through Four, inclusive, described in Exhibit A; a Class II member shall be the Owner of a single family dwelling on Lots One through Thirty Three, inclusive, in the Plat of Whitehall Addition recorded as Instrument Number 72-43442 in the Office of Recorder, Marion County, Indiana, and described in Exhibit B.

Section 2. The Association shall have two (2) classes of Membership.

a) Class I. Every person, group of persons or entity, who is a record Owner of a fee interest in any Lot in Whitehall Commons, Sections One through Four, inclusive, shall automatically be a Class I Member of the Association; provided, however, that any such person, group of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a Member. A Class I Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class I Members shall be entitled to

Page Three
one (1) vote for each Lot in which they hold the Interest required for membership on all matters pertaining to the Common Area and Common Recreation Area. In the event that more than one person, group of persons or entity is the record owner of a fee interest in any Lot, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

b) Every person, group of persons or entity, other than the Declarant, who is a record owner of a fee interest in Lots one through Thirty Three in the Plat of Whitehall Addition shall automatically be a Class II Member of the Association provided, however, that any such person, groups of persons or entity who holds such interest solely as security for the performance of an obligation shall not be a member. A Class II Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Class II Members shall be entitled to one (1) vote for each Lot in which they hold the interest required to matters pertaining to the use and maintenance of the recreational area containing the community building, swimming pool, tennis court, and bike path hereinafter defined as Common Recreation Area. Correspondingly, Class II Membership assessments shall be restricted to maintenance and upkeep of these particular Common Areas as hereinafter more particularly set forth. In the event that more than one person, group of persons or entity is the record owner of a fee interest in said Lots, then the vote for the membership appurtenant to such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any such Lot. In the event agreement is not reached, the vote attributable to such Lot shall not be cast.

Section 1. Registered Voters. Each single owner of a Lot is the voter for that Lot. Each such Owner shall file a Voter Registration Statement with the Secretary of the Corporation stating that he is the sole Owner of a Lot, that Lot's number and mailing address, his signature, and the date signed.

Where legal title to a Lot is held by more than one person or by a non-human entity or entities, or by any combination thereof, said titleholders shall file with the Secretary of the Corporation a Voter Registration Statement signed by all persons and an authorized representative of all entities with an interest. Such Statement shall state: 1) that all titleholders' signatures are affixed therein; 2) the lot number; 3) the mailing address; 4) the name of the person(s) who is (are) designated "Registered Voter" for that Lot; and 4) the date signed.
Each Voter Registration Statement filed with the Corporation's secretary shall continue in effect without renewal until a subsequent Statement is filed for that Lot. The secretary of the Corporation shall be entitled to rely on properly filed Statements for purposes of recording votes of the membership. No vote shall be counted for any Lot unless a proper Statement is on file with the secretary and no vote shall be counted for any Lot unless cast by that Lot's Registered Voter or his proxy. The Board of Directors shall specify operative rules and procedures for voting in the By-Laws of the Corporation.

ARTICLE IV - ASSESSMENTS

Section 1: Creation of the Lien and Personal Obligation of Assessments. By accepting a deed for any Lot in the Properties, each Owner of each Lot covenants and agrees to pay to the Association:

1) annual assessments

and 2) general special assessments,

and 3) individual special assessments,

all as provided in this Article. This covenant and agreement is effective whether or not it is expressed in the deed to the lot.

The annual and both types of special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of each Owner who was an Owner at the time the assessment first became due. This assessment shall run with the land and be binding upon each Owner, his heirs, successors and assigns.

All sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis and shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, Common Recreation Areas and facilities, which funds shall be used for these purposes and not for usual and ordinary repair expenses of the Common Areas, Common Recreation Areas and facilities.

This fund for capital expenditures shall be maintained in a separate Interest-bearing account with a bank or savings and loan association authorized to conduct business in the county in which Owners are to pay all Association expenses; provided, however, the Board of Directors may, by majority vote, borrow from such funds, paying the interest rate otherwise earned by such fund, however any monies borrowed from these funds shall be replaced within one year.
Section 2. Purpose of Assessments. The annual assessment in the manner of regular operating funds for the Association. The annual assessments levied by the Association shall be used to operate the Corporation, to discharge the duties and responsibilities of the Corporation, and to assure the rights of the Corporation. The rate of annual assessment for Class I members shall include the cost of maintenance, repair and replacement of both Common Areas and Common Recreation Areas and shall be the same for every Lot entitled to Class I membership. The rate of annual assessment for Class II members shall include the cost of maintenance, repair and replacement of Common Recreation Areas only and shall be the same for every Lot entitled to Class II membership.

The general special assessments are the source of extraordinary funds for the Association. General special assessments levied by the Association shall be used for the purpose(s) specified in the assessment itself or, if no purpose is specified, for any purpose for which annual assessments could be used. The rate of general special assessments shall be made in the same manner as annual assessments excepting general special assessments shall not be made on Class II members for the benefit of property in which they have no interest.

Individual special assessments shall be used for the purpose(s) which gave rise to the assessment. Individual special assessments arise under Articles V and VII and attach only to a particular Lot and its Owner(s).

Section 3. Levy of Assessments.

a) Annual Assessment. The annual assessment shall be based upon the calendar year. The Board of Directors shall fix the amount of each year's annual assessment at least thirty (30) days in advance of the start of that year. The Board shall have no authority to fix an annual assessment in excess of the greater of:

1) a 5% increase over the previous year's annual assessment

or

2) such amount as may be approved by a majority of the Association's Registered Voters who are voting in person or by proxy at a meeting duly called for this purpose.

b) General Special Assessments - In addition to the annual assessment, the Association may levy General Special Assessments in such amounts, upon such terms, and for such purposes as may be approved by two-thirds of the Association's registered voters who are voting in person or by proxy at a meeting duly called for levy of a General Special Assessment provided, however, that no annual assessments or General Special Assessments shall be levied against Class II members for purposes which benefit only Class I members.
Section 4. Voting by Members on Assessments. Whenever a vote is to be taken under Section V, this Article for purposes of (a) (2) or (b) of that section, the following rules shall apply:

1. Written notice of a meeting called for the purpose of taking a vote shall be sent to all Registered Voters entitled to vote not less than 30 nor more than 60 days before the meeting.

2. At the first such meeting, the presence or proxies of sixty percent (60%) of Registered Voters shall be a quorum.

3. If the required quorum is not present, another meeting may be called to be held within 60 days of the preceding meeting. The same notice requirements shall apply. The required quorum at such a subsequent meeting shall be one-half (1/2) of the quorum requirement for the preceding meeting.

4. The quorum reduction provision of paragraph 2 above shall be repetitive, halving the previous quorum in each cycle. Except for the reduced quorum, all other requirements of this Section 4 shall apply.

Section 5. Uniform Rate of Assessment. Until January 1, 1981, the maximum annual assessment for Class I Members shall be $156.00, and for Class II Members $134.40. Thereafter, assessments shall be established as above set forth. However, any increases shall be documented by normal accounting procedures and distributed to the Membership to demonstrate that such increases are attributable to increases in operating costs or deficiencies in the replacement reserve fund and no portion of such increases shall accrue to the benefit of one class over another with the exception that the President and Treasurer are currently being compensated $250.00 per month and their salaries may continue to be compensated for the reasonable value of their services as established by the Board of Directors of the Association.


a) Notice. Written notice of annual and special assessments shall be sent to the Registered Voter of every Lot.

b) Due Dates. The due dates for all assessments shall be established by the Board of Directors.
 ARTICLE V - EXTERIOR MAINTENANCE

It is understood that the Association is generally responsible for exterior maintenance and repair of all Common Area and all Lots and Improvements situated on property described in Exhibit A (commonly associated with the attached single family dwellings) but that the Association has, generally, no responsibility for exterior maintenance or repair of the Lots and Improvements situated on property described in Exhibit B (commonly associated with the house). The Board of Directors of the Association shall specify, in the By-Laws of the Corporation, those types of maintenance and repair as shall be undertaken by the Association: provided, however, that Members shall have no vote in or assessment for such repair and maintenance as prescribed in the By-Laws.
In the event that the Board in reasonable specification of maintenance and repair excludes any particular type of maintenance or repair from the responsibility of the Association under this Article and, if any Owner fails to accomplish such maintenance or repair as to his lot to the satisfaction of the Board of Directors of the Association, said Board may, after a two-thirds vote of approval and after ten (10) days notice of approval and after ten (10) days notice, require the Owner, cause said maintenance or repair to be accomplished to the Owner's. The entire cost of such maintenance or repair shall be an individual special assessment against that Lot and its Owners.

ARTICLE VI - PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is to be the party wall of the attached single family dwellings shall be considered as a party wall of the attached single family dwellings. Any dispute arising concerning a party wall, or under the provisions of this Article, shall be decided by a majority of all the arbitrators, and such arbitration shall be binding. If the Owners do not make use of the wall in proportion to their use, the cost of such repair shall be shared by the Owners who make use of the wall in proportion to their use.

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

Section 3. Construction by Fire or Other Casualty. If a party wall is damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners shall not contribute to the cost of restoration thereof in proportion to their use, the Owner who has used the wall shall bear the whole cost of such restoration.

Section 4. Negligent or Wilful Acts and Omissions. The rights of an Owner under any rule of law regarding liability for negligent or wilful acts and omissions of others shall not be prejudiced by any provision of this Declaration, except that an Owner shall, by his negligent or wilful act, cause a party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land.

The rights of any Owner to contribution from any other Owner under this Article shall be a part of and pass with the title to the Owner's Lot.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and a binding decision shall be made by a majority of all the arbitrators.

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ARTICLE VII - ARCHITECTURAL CONTROL

Any and all changes which alter or affect the exterior appearance of any Lot or the common area must first be approved by the Board of Directors of the Association. No building, fence, wall or other structure shall be started, erected, located, or maintained upon said Property, nor shall any exterior addition to or change or alteration of said Property be made until:

1. the plans and specifications showing the nature, kind, shape, height, materials, and location of such addition, change, or alteration have been submitted, in writing, to the Board of Directors of the Association.

AND

EITHER

2. the Board approves the plans and specifications in writing,

OR

3. the Board fails to approve or disapprove the plans and specifications for thirty (30) days, after receipt of detailed written plans and specifications.

If the Board approves the plans and specifications, or if the Board fails to either approve or disapprove within the 30 days, as above, this Article shall be considered to be fully complied with and work may proceed in accordance with the plans and specifications. If the Board disapproves of the plans and specifications, in writing, within 30 days, as above, no work shall be done on the proposed project.

The Board of Directors of the Association shall consider harmony of external design, location in relation to surrounding structures, and topography and general impact upon the neighborhood in reaching its decision to approve or disapprove those plans and specifications submitted to it. The Board may rely upon the advice and assistance of an architectural committee composed of three (3) or more persons appointed by the Board.

Any and all changes which alter or affect the exterior appearance of any Lot or the common area which are made without complying with the procedure in this Article shall, upon written demand of the Board of Directors of the Association, be reversed or further altered, as necessary, to achieve the harmony desired by the Board. Such reversal or further alteration of unapproved changes shall be at the expense of the owner making or authorizing such changes. The cost of such reversal or further alteration enforcing the reversal of unapproved changes, the 2/3 vote and ten (10) day notice provisions of Article V shall apply. This Article shall have no application to Whitehall Addition, its Owners or their Dwellings.
ARTICLE VIII - GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or thereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Revocability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration shall run with and bind the land, for a term of thirty-five (35) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than a majority of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Areas may be annexed to the Property with the consent of a majority of the Owners.

ARTICLE IX - INSURANCE

Section 1. Fire and Extended Coverage. Each Owner, and the Association shall carry fire and extended coverage insurance on their respective properties. The Association shall carry such insurance on the respective Common Areas and also on all portions of residences which the Association is obligated to maintain, repair and restore under the terms of this Declaration. Each Owner shall carry fire and extended coverage insurance on his residence, except those portions thereof within the Association is obligated to maintain, repair and restore as common expense.

Section 2. Uniformity of Coverage. The Association may adopt rules and regulations governing the minimum amounts of insurance required to be carried by all Owners in Whitehall Commons together with the Common Recreation Areas: certain provisions which may be required to be included in all such insurance policies; and such other terms and provisions pertaining to insurance which may reasonably be deemed necessary or appropriate (1) to assure that all Common Areas in Whitehall Commons and all necessary buildings and Common Recreation Areas are insured against fire, theft, vandalism or such other perils, and that there will be proceeds of insurance to repair or restore and that there will be proceeds of insurance to repair or restore and to assist or to simplify problems of coordinating insurance coverage.
between the Owners and the Association. The Association may, by the adoption of rules and regulations, provide that fire and extended coverage on each of the attached single family dwellings shall be carried by the Association or that each Owner in Whitehall Commons shall be required to purchase his fire and extended coverage insurance from the same insurance company which carries the Association's fire and extended coverage insurance.

Section 3. Other Insurance - Association. The Board of Directors of the Association shall also have the authority to and shall obtain comprehensive public liability insurance in such limits as it shall deem desirable, and workmen's compensation insurance, and other liability insurance as it may deem desirable, insuring each Owner and the Association, its Board of Directors, any of its employees or agents from liability in connection with the Common Area and the Common Recreational Area. Where agreeable to the insurer all liability insurance policies shall contain cross-liability endorsements to cover liability of the Owners collectively to an Owner individually. Insurance premiums shall be ratably apportioned in establishing the general assessment on the basis of insurance insuring solely to the benefit of Owners in Whitehall Commons and insurance benefiting all Owners.

Section 4. Other Insurance - Owners. Each Owner shall have the right to purchase any additional insurance he deems necessary and he shall be responsible, unless otherwise provided herein, for all insurance on his own residence and on the contents thereof, his additions and improvements thereto and decorating and furnishing and personal property therein, and personal property stored elsewhere on the property, and his personal liability to the extent not covered by the liability insurance for all Owners obtained as a part of the common expenses as above provided.

Section 5. Casualty and Restoration. In the event of damage or destruction of any of the attached single family dwellings or Common Recreation Area then the Association shall cause such damaged or destroyed property to be promptly repaired and restored. The proceeds of the insurance carried by the Association and Owner covering their respective obligations hereunder shall be applied to such repair and restoration.

IN WITNESS WHEREOF, James P. Decen
Commissioner appointed by order of the Marion County Superior Court in Cause Number 8177-13 on the docket of said Court on behalf of Robert Costello, Don Hurley, et al. as Plaintiffs, and The Whitehall Corporation, et al. as Defendants, pursuant to and in compliance with an order and judgment of said Court made and entered in said cause on the 35th day of November, 1980, does hereby execute this Amended
Declarations of Covenants, Conditions and Restrictions, and has hereto set his hand and seal this 25 day of November, 1980.

[Signature]
Commissioner

State of Indiana:
County of Marion

Before me, a Notary Public in and for said County and State, on this 25 day of November, 1980, personally appeared [Name], as Commissioner pursuant to the Order of the Marion County Superior Court, Room 1, in Cause No. 8177-1341, and as such acknowledged the execution of the foregoing Amended Declaration of Covenants, Conditions and Restrictions.

Witness my hand and official seal.

[Signature]
Notary Public
(Printed)

My commission expires: 11-15-69

My County of residence is Hamilton.

This instrument prepared by:
William F. LeMond
Attorney at Law
600 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500

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