DECLARATION OF Covenants, Conditions, Restrictions and Easements for
WOOD PARK

THIS DECLARATION (hereinafter called "the Declaration" or "this Declaration") made this 12th day of January, 1989, by
WOODBARK DEVELOPMENT, INC., an Indiana corporation (hereinafter called "Declarant"),

WITNESSETH THAT:

WHEREAS, Declarant is the owner of certain real estate in Hamilton County, Indiana, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "Real Estate"); and

WHEREAS, Declarant is in the process of creating on the Real Estate a residential community with public streets, a detention lake, walls, fences, private access drives, private open spaces and landscaped areas, and other common facilities for the benefit of such residential community, to be known as WOOD BARK, which community shall be developed substantially in accordance with the site development plans approved by the Carmel City Plan Commission under Docket Numbers 106-87SP and 112-87SP (hereinafter referred to as the "Site Plan");

This Instrument Recorded 2-27-1989
Sharon K. Cherry, Recorder, Hamilton County, IN

WHEREAS, Declarant desires to provide for the preservation and enhancement of the values and amenities in such community and the common facilities therein contained, and to this end, Declarant desires to subject the Real Estate to certain rights, privileges, covenants, restrictions, assessments, assessments, charges and liens, each and all to the extent herein provided, for the benefit of the Real Estate and for the benefit of each owner of all or part thereof; and

WHEREAS, Declarant deems it desirable for the efficient preservation of values and amenities in said community, to create an agency to which shall be delegated and assigned the powers of owning, maintaining and administering the common facilities located on the Property, administering and enforcing the covenants and restrictions contained in this Declaration, collecting and disbursing the assessments and charges imposed and created hereby and hereunder, performing certain maintenance, repairs and replacement of buildings, landscaping and other improvements as hereinafter provided, and
promoting the health, safety and welfare of the owners of the Property, and all parts thereof; and

WHEREAS, Plaintiff has caused, or will cause, to be incorporated under the laws of the State of Indiana a not-for-profit corporation under the name "Wood Park Homeowners Association, Inc.", or a similar name, as such agency for the purpose of exercising such functions;

NOW, THEREFORE, Plaintiff hereby declares that the Real Estate is and shall be held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to the provisions, agreements, conditions, covenants, restrictions, easements, assessments, charges and liens hereinafter set forth, all of which are declared to be in furtherance of a plan for preservation and enhancement of the Real Estate, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Real Estate as a whole and of each of the lots situated therein, and which shall run with the Real Estate and be binding upon all parties having any right, title or interest in the Real Estate, and upon their heirs, successors and assigns.

ARTICLE I.

DEFINITIONS

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

A. "Applicable Date" shall mean the "Applicable Date" as defined and determined in accordance with Article III, Section 3(B) hereof.

B. "Association" means Wood Park Homeowners Association, Inc., an Indiana not-for-profit corporation, which Developer has caused or will cause to be incorporated, its successors and assigns.

C. "Board" or "Board of Directors" shall mean the Board of Directors of the Association.

D. "Committee" means the Wood Park Architectural Control Committee established pursuant to Article VIII, Section 1, of this Declaration for the purposes herein stated.

E. "Common Property" means (i) all portions of the Real Estate (including all improvements thereto) designated as "Common Area, Blocks A, B and C inclusive" on any subdivision plan of the Real Estate now or
hereafter recorded in the Office of the Recorder of Hamilton County, Indiana, which are not lots and which are not dedicated to the public, and (ii) any entry walls, property, perimeter fencing, landscaping, trees and other foliage which the Declarant or the Association may erect or install and which is, pursuant to this Declaration, to be maintained by the Association; and (iii) all facilities and personal property owned or leased by the Association from time to time.

F. "Common Expenses" means (i) the expenses of administration of the Association, and (ii) expenses of and in connection with the improvement, maintenance, repair and replacement of the Common Property and the performance of the responsibilities and duties of the Association including, without limitation, expenses for the improvement, maintenance and repair of the Common Areas and Common Property, Landscape Easements, Lake Easements, Green Belt Landscape Easements, Green Belt Preservation Easements, Drainage Easements, Regulated Drainage Easements and Utility Easements shown and identified as such on any subdivision plat of the Real Estate now or thereafter recorded in the Office of the Recorder of Hamilton County, Indiana, and (iii) all sums lawfully assessed against the Owners by the Association, and (iv) all sums declared by this Declaration to be Common Expenses.

G. "Declarant" means Wood Park Development, Inc., an Indiana corporation, and any successors and assigns of it when it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, without limitation, any mortgagee acquiring title to any portion of the Real Estate pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

H. "Development Period" means the period of time commencing with the date of recordation of this Declaration and ending on the date Declarant no longer owns any lot within or upon the Real Estate.

I. "Lot" means a numbered parcel of land shown and identified as a lot on any subdivision plat of the Real Estate now or hereafter recorded in the Office of the Recorder of Hamilton County, Indiana.

J. "Members" shall mean any person or entity holding membership in the Association as provided in Article III hereof.

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

L. "Nonaffiliated Owner" means any "Owner" (hereinafter defined)
other than Declarant, or any entity related to Declarant.

M. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to any lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation unless specifically indicated to the contrary. The term Owner as used herein shall include Declarant so long as Declarant shall own any lot.

N. "Site Plan" shall mean and refer to the site development plans affecting the real estate as approved by the Carmel City Plan Commission on November 19, 1987 and December 17, 1987 under Docket Numbers 106-87SP and 112-87SP pursuant to which the proposed plans of the Real Estate and the proposed development plans for the Real Estate were approved by the said Plan Commission for the City of Carmel, Hamilton County, Indiana.

O. "Flat Covenants and Restrictions" shall mean and refer to any written covenants and restrictions heretofore entered into by Declarant or its predecessors in title to the Real Estate in connection with the approval of the plat of the same, which covenants are or may hereafter be recorded in the Office of the Recorder of Hamilton County, Indiana and which covenants are incorporated herein by reference as the same may hereafter be amended in accordance with their terms or as permitted by law.

P. "Property" shall mean and refer to the Real Estate which has been subjected to, and is, at any time, subject to this Declaration.

Q. "Landscape Easement" ("L.E.") shall have that meaning set out in the Plat Covenants and Restrictions, and includes any portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the Office of the Recorder of Hamilton County, Indiana as a "Landscape Easement."

R. "Green Belt Landscape Easement" ("G.B.L.E.") shall have that meaning set out in the Plat Covenants and Restrictions, and includes any portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the Office of the Recorder of Hamilton County, Indiana as a "Green Belt Landscape Easement."

S. "Green Belt Preservation Easement" ("G.B.P.E.") shall have that meaning set out in the Plat Covenants and Restrictions, and includes any portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the Office of the
Recorder of Hamilton County, Indiana as a "Green Belt Preservation Easement."

T. "Lake Easement" shall have that meaning set out in the Plat Covenants and Restrictions, and includes the portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the Office of the Recorder of Hamilton County, Indiana as "Lake Easement."

U. "Lake Common Area" ("L.C.A.") means the portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the Office of the Recorder of Hamilton County, Indiana as "Lake Common Area," or as "Common Area, Block A."

V. "Sanitary Easement" ("S.E.") shall have that meaning set out in the Plat Covenants and Restrictions, and includes any portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the Office of the Recorder of Hamilton County, Indiana as a "Sanitary Easement."

W. "Utility Easement" ("U.E.") and "Drainage Easement" ("D.E.") and "Regulated Drainage Easement" ("R.D.E.") shall have that meaning set out in the Plat Covenants and Restrictions, and includes any portion of the Real Estate designated on any subdivision plat of the Real Estate now or hereafter recorded in the Office of the Recorder of Hamilton County, Indiana as a "Utility Easement" and a "Drainage Easement," or a "Regulated Drainage Easement."

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Declaration. Declarant hereby expressly declares that the real estate hereinbefore described shall be held, transferred, sold, conveyed and occupied subject to all the terms, covenants, conditions, restrictions and provisions of this Declaration. The owner of any lot at any time subject to this Declaration and all other persons having any right, title or interest therein, by (i) acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from Declarant or a subsequent owner of such lot, or the acceptance of any right, title or interest therein or thereto, or (ii) by the act of occupancy of any lot, shall accept such deed, execute such contract, accept such right, title or interest, and undertake occupancy subject to all of the terms, covenants, conditions, restrictions and provisions of this Declaration, and all amendments and supplements thereto.
ARTICLE III.
MEMBERSHIP AND VOTING RIGHTS IN ASSOCIATION

Section 1. Membership. Every Owner of a Lot subject to assessment, except as herein provided to the contrary, shall be entitled and required to be a member of the Association. If title to a Lot is held by more than one person, each of such persons shall be a member. An Owner of more than one Lot shall be entitled to, and shall be required to have one membership for each such Lot. Each such membership or memberships shall be appurtenant to the Lot upon which it is based and shall transfer automatically by voluntary or involuntary conveyance of the title of that Lot. Except as herein otherwise expressly provided, no person or entity other than an Owner or Declarant may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Lot.

Section 2. Transfer. Memberships in the Association shall not be transferred, pledged or alienated in any way, except upon the transfer of the record title of a Lot and then only to such transferee, by deed, assignment, intestate succession, testamentary disposition, foreclosure of mortgage or record or other legal process. It shall be the responsibility of each Owner, upon becoming entitled to membership, to notify the Association in writing, and until so notified, the Association may continue to carry the name of the former Owner as a member, in its sole discretion. Any attempt to make a prohibited transfer of membership is void and will not be reflected upon the books and records of the Association. In the event the Owner of any Lot
should fail or refuse to transfer the memberships registered in his name to the transferee of record title of such Lot, the Association shall have the right to record the transfer upon the books of the Association and issue new memberships to the transferee, and thereupon the old memberships outstanding in the name of the transferor shall be null and void as though the same had been surrendered.

Section 3. Voting. The Association shall have two (2) classes of voting membership, as follows:

A. Class A. Class A members shall be Owners of Lots, with the exception of the Declarant prior to termination of Class B membership, and shall be entitled to one (1) vote for each Lot owned with respect to each matter submitted to a vote of members upon which the Class A members are entitled to vote. When more than one person holds title to any Lot, the vote for 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 one Lot. There can be no split vote. Prior to or at the time of any meeting at which a vote is to be taken, each co-Owner or other person entitled to vote at such meeting shall file with the Secretary of the Association the name of the voting co-Owner or other person entitled to vote at such meeting, unless such co-Owner or other persons have filed a general voting authority with the Secretary applicable to all votes until rescinded.

B. Class B. The Class B member shall be the Declarant, who shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and terminate upon the Applicable Date of:

(a) the date upon which the written resignation of the Class B member, as such, is delivered to the resident agent of the Association; or

(b) one hundred twenty (120) days after seventy-five percent (75%) of the Lots in the Property have been conveyed to Non-Affiliated Owners; provided, however, that for the purpose of making any determination under this subsection (b) it shall be assumed that there are 93 Lots in the Property whether or not there are in fact such number of Lots in the Property at any time; or

(c) three (3) years after the date of recording of the first conveyance of a Lot to an Owner other than Declarant; or

(d) seven (7) years from the date of recording of this Declaration.

From and after the Applicable Date, Declarant shall be entitled to one (1) Class A membership for (i) each Lot of which it is the Owner, and (ii) each numbered parcel of land, any part of which is owned by
the Declarant, and which is shown upon, and identified as a lot on any recorded plat of the Real Estate (whether heretofore or hereafter recorded).

Section 4. Suspension of Voting Rights. In the event any Owner shall be in arrears in the payment of any amount due under any of the provisions of this Declaration for a period of thirty (30) days, or shall be in default in the performance of any of the terms of this Declaration for a period of thirty (30) days, an Owner's right to vote as a member of the Association shall be suspended and shall remain suspended until all payments are brought current and all defaults remedied.

ARTICLE IV.

PROPERTY RIGHTS

Section 1. General Provisions.

A. All easements described in this Declaration are permanent easements appurtenant, running with the land. They shall at all times inure to the benefit of and be binding on the Owner and the Mortgagor from time to time of any Lots and the owner and mortgagee, if any, from time to time of the Common Area, and their respective heirs, successors, personal representatives or assigns.

B. The covenants and restrictions contained in this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any Lot subject to this Declaration, their respective personal representatives, heirs, successors and assigns, for an initial term commencing on the date this Declaration is recorded and ending December 31, 2019, after which time the covenants and restrictions shall be automatically renewed for successive periods of ten (10) years each, as the same may be amended or modified as herein permitted and provided.

Section 2. Owners' Right of Enjoyment. Every Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area limited however, to and for the uses and purposes for which any portion of the Common Area is designed and intended, which right and easement shall include, but not be limited to, use and enjoyment of open spaces and all other parts of the Common Area. Such right and
assessment 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 pass reasonable rules, with respect to the Common Area, for the health, comfort, safety and welfare of persons using the same;

B. The right of the Association to suspend the voting rights and right to the use of recreational facilities, if any, situated upon the Common Area (but not rights of access to Lots) by an Owner for any period during which any assessment against his Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

C. The right of the Association to levy assessments as provided in this Declaration; and

D. The rights of the Association and Declarant reserved under Sections 4 and 5 of this Article IV or elsewhere in this Declaration.

Section 3. Delegation of Enjoyment. Any Owner may delegate, in accordance with the By-Laws of the Association, his right of enjoyment to the Common Areas to residents of his Lot, including the members of his family, his tenants, or contract purchasers.

Section 4. Association’s Control Over Common Areas.

A. The Association shall have the right to own, manage, repair, maintain, improve, regulate and operate the Common Area.

B. The Association shall have the right to mortgage all or any portion of the Common Area for the purpose of securing a loan of money to be used for any of the purposes specified in subsection 6.A. next hereinafter, provided that the rights of such mortgagee in the Common Area shall be subordinate to the rights of the Owners under this Declaration, and provided, further, that the mortgagee shall have received the prior written approval specified in Article XI hereinafter.

C. The Association shall have the right to dedicate or transfer all or any part of the Common Area to any governmental subdivision or public agency or utility, and to grant permits, licenses, and easements over the Common Area for utilities and other purposes necessary or useful for the proper maintenance or operation of the project, subject to any prior written approval required by Article XI hereinafter.

D. The Property shall be subject to assessments of record on the date the various portions thereof become subject to this Declaration,
and to any easements in the Common Area which may at any time be
granted by Declarant or the Association (subject to the approval
referred to in the preceding paragraph) to any public or private
utilities or governmental bodies for the installation and maintenance
of electrical and telephone conduit and lines, gas pipes, sewers or
water pipes, cable, or any other utility services serving any
Lots or the Common Area.

V. Anything herein apparently to the contrary notwithstanding,
except as otherwise expressly herein provided for, no abandonment,
partition, subdivision, encumbrance, sale or transfer of the Common
Area or other common property or any part thereof shall be effective
unless it shall have received the prior written approval specified in
Article XI hereinafter.

Section 5. Easement For Encroachments and Support. In accordance
with and as permitted by the applicable Zoning Ordinances and the Plat
Covenants and Restrictions, Declarant intends that some, any or all
residences may be constructed with one (1) of their finished exterior
perimeter walls located immediately adjacent to portions of the lot
lines of the Lots upon which such residences are primarily located. In
such cases, the foundation block and facing brick of such exterior
finish material of such finished perimeter walls will be intended to
be located at the lot line of such Lots, the footings or other
foundations beneath the foundation block of such walls will necessarily
extend beyond the lot line of such Lots, and thereby encroach upon the
property adjoining such Lots, and various other improvements
appurtenant to and a part of such residences will extend beyond the lot
line of such Lots and thereby encroach upon the property adjoining such
Lots, such as (but not limited to) eaves, cornices, roof overhangs,
gutters, downspouts and other similar items which normally overhang and
extend beyond building foundations. It is therefore intended by
Declarant that the following rights and easements shall exist for the
purpose of permitting construction and maintenance of same, any or all
of the residences in the manner described above, and for the further
purpose of permitting the continued maintenance of any unintoshional
encroachments by residences upon any property adjoining the Lots upon
which such residences are primarily located:

A. In the event that any residence or any improvements appurten-
ent to and a part of any residence encroaches upon any Lot, other than
the lot upon which such residence, structure, or improvement is primarily located, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the property, then such encroaching residence is hereby granted and shall have a perpetual easement appurtenant to the residence or appurtenant private structure for the continuance of any such encroachment on the property encroached upon, including the right to reconstruct, repair or replace the same to the extent of the encroachment as it may have existed immediately upon completion of the original construction of such residence or appurtenant private structure; and

B. If any residence or appurtenant improvement requires lateral or adjacent support from property adjoining the lot upon which such residence or improvement is primarily located, then each such residence is hereby granted and shall have a perpetual right and easement appurtenant to the residence for such lateral or adjacent support as is required under, over, upon or from such adjoining property.

Notwithstanding any other provisions contained herein, in the event that any residence or any appurtenant private structure encroaches under, over or upon any part of the Common Area, as a result of construction, reconstruction, repair, shifting, settlement or movement of any part of the property, then a perpetual easement appurtenant to such encroaching residence shall exist for the continuance of any such encroachment upon the Common Area.

The rights and easements existing, created and granted pursuant to this Section 5 shall be senior and superior to all other rights, interests and easements in the property encroached upon or in the property which is required to furnish lateral or adjacent support, to the end that such encroachments may exist and such support shall be furnished perpetually.

Section 6. Easement of Convenience and Necessity. Whenever any residence, private structure appurtenant thereto, fence or wall is constructed or shall have been constructed as permitted by this Declaration and by the Plat Covenants and Restrictions within a distance of six (6) feet or less from the boundary of said lot, the owner of the lot upon which such residence, appurtenant private structure, fence or wall shall have been constructed shall have a perpetual easement over and upon the nearest adjacent lot or Common Area which shall entitle said owner to the temporary entry and encroachment upon said adjacent lot or
Common Area for the purpose of effecting necessary construction, reconstruction, repair and maintenance of said Owner's residence, appurtenant private structure, fence or well, but only to the extent and for such duration as is reasonably necessary to perform the above described activities.

Nothing contained within this Section shall relieve any Owner exercising the rights conferred herein from liability for injury or damage caused to any persons or property as a result of such construction, reconstruction, repair and maintenance activities performed by or at the direction of said Owner.

Section 7. Declarant's Rights. Declarant shall have the same rights as any other Owner as to Lots and other portions of the Property owned by it from time to time, except as otherwise specified herein. In addition, until the last numbered parcel of land shown upon and identified as a lot on any recorded plat of the Real Estate (whether heretofore or hereafter recorded) is conveyed to a Non-Affiliated Owner, Declarant shall have the right and easement over the Common Area for the completion of improvements and making repairs to improvements (whether on the Common Area, or upon unsold Lots, or upon other portions of the Property) and the right to maintain and use facilities (including, but not limited to, model homes and sales offices) and signs upon the Common Area and any other portions of the Property (other than Lots owned by an Owner other than Declarant) for the purpose of marketing Lots, and to invite and escort the public thereon for such purpose.

Section 8. Non-Dedication to Public Uses. Nothing contained in this Declaration or in any subdivision plat of any part of the Real Estate shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area to the public or to or for any public use or purpose whatsoever, all of such Common Areas being reserved to Declarant, the Owners and the Association as provided in this Declaration, but subject, however, to the rights of the Association and the Declarant to thereafter dedicate portions of such Common Area to the public or to or for public uses or purposes but only to the extent, and upon all of the conditions, set forth in this Declaration.
ARTICLE V.

IMPROVEMENT AND TRANSFER OF COMMON AREA

Section 1. Improvement of Common Areas. Declarant hereby covenants that, to the extent the same are to be included in the Property, it will construct or provide as Common Areas the following items required by, and in accordance with, the Plat Covenants and Restrictions, the Site Development Plan, or otherwise:

A. Common Area, Blocks B and C, shown on the Secondary Plat Plan shall be developed primarily as an open space, with landscaping and foot paths appropriate to enhance its appearance and use by the Owners.

B. Common Area, Block A, shown on the Secondary Plat Plan as Block A, Lake Common Area, shall be developed primarily as a water detention lake, with appropriate pedestrian foot paths and walkways, landscaping and other amenities for leisure usage by the Owners, their guests and invitees.

C. Declarant reserves the option to select not more than one (1) numbered Lot immediately adjacent to and abutting either of Common Areas, Block A, B, or C for the purposes of constructing thereon, as Common Property, a clubhouse, swimming pool, or other recreational facilities deemed by the Declarant to be appropriate for the preservation or enhancement of the values and amenities of the community; provided however that nothing contained within this subsection shall in any way obligate the Declarant to exercise said option. In the event the Declarant does exercise the option contained in this subsection, the numbered Lot selected by Declarant shall be so designated by the Declarant as Common Property, which designation shall be contained within an Amended or Supplemental Declaration to be recorded in the Office of the Recorder of Hamilton County, and from the date of said recording shall be deemed for all respects and purposes to be included within the Common Property as described in this Declaration.

Section 2. Conveyance of Common Areas to Association. Declarant hereby covenants that it shall complete the improvement of the Common Areas and shall convey and transfer the Common Area included in and constituting a part of the Real Estate to the Association on or before the Applicable Date. Each portion of the Common Area so conveyed by
ARTICLE VI.

ASSESSMENTS

Section 1. Personal Obligations. Declarant, for each lot owned by it within the Property, hereby covenants and agrees, and such Owner of a lot by acceptance of a deed or other instrument of conveyance therefor, whether or not it shall be so expressed therein, shall be and is deemed to covenant and agree to pay to the Association: (a) annual assessments or charges, as may be hereafter assessed, which shall be payable in regular installments, for the payment or provision of all expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas (including, but not limited to, any and all streets and roadways constructed or located thereon) and all other expenses incurred or to be incurred by the Association for or in connection with the performance by the Association of its duties, obligations and responsibilities under this Declaration, which expenses may include, but shall not be limited to, the expenses and cost of hazard and liability insurance for Common Areas and any other common property; snow removal, trash removal, sewer charges and water charges (if payable by the Association); street lighting (if provided by the Association); and an adequate reserve fund for the periodic maintenance, repair and replacement of those improvements and elements of the Common Area and any other property that must be maintained, repaired or replaced on a periodic basis and which the Association may be obligated to maintain, and (b) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

Any assessments authorized herein, together with interest, costs and reasonable attorneys' fees, shall be a continuing lien from the
first day of January (for annual assessments) and from the date the first installment is payable (for special assessments) against the lot assessed. Such annual assessments shall be due and payable on February 1 of each calendar year and shall be delinquent after said date. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such lot on the date said assessment became due and payable. Said personal obligation of an owner shall not pass to his successors in title or interest unless expressly assumed by them or unless, prior to such transfer, a written notice of the lien for such assessments shall have been recorded in the office of the Recorder of Hamilton County, Indiana. No owner shall escape liability for the assessments which fell due while he was the owner by reason of non-use of the Common Area or non-use, transfer or abandonment of his lot or living unit.

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 owners and residents of the Property, to construct, manage, improve, maintain, repair and administer the Common Area (including, but not limited to, any and all streets and roads, roadsides and sidewalks, common areas, the landscape, the lake, and any other improvements and elements of the Common Areas and any other property that may be replaced on a periodic basis). Such reserve fund shall be maintained out of the regular annual assessments.

Section 3. Annual Assessments. Until December 31, 1989, the initial maximum annual assessment shall not exceed the annual rate of Five Hundred Eighty-eight Dollars ($588.00) per lot for each lot.

A. From and after December 31, 1989, the annual assessment may be continued at the same level as the maximum annual assessments permitted for the previous year, without a vote of the membership.

B. From and after December 31, 1989, the maximum annual
assessments may be increased each year by a vote of two-thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting called for this purpose, but no such increase shall exceed ten percent (10%) of the maximum annual assessments permitted for the previous year.

Section 4, Special Assessments. 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 or which is deemed hereunder to be a part of the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of not less than two-thirds (2/3) of the total votes of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5, Notice and Quorum. Written notice of any meeting of Members called for the purpose of taking any action authorized under Article VI, Sections 3 or 4, shall be sent to all Members not less than ten (10) days but more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Members entitled to cast sixty percent (60%) of the total votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at any 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 sixty (60) days following the preceding meeting.

Section 6, Rate of Assessment. Both annual and special assessments must be billed at a uniform rate for all lots. Annual assessments shall be collected on a monthly basis, each installment constituting one-twelfth (1/12) of the annual assessment, and special assessments shall become due and payable, and shall be deemed delinquent as the Board determines. The provisions of this Section 6 are subject to the provisions of Section 11 of this Article VI as to all lots and other portions of the Property owned by Declarant.
Section 7. Commencement of Initial Annual Assessments. The annual assessments provided for herein shall commence as to each lot subjected to this Declaration on the first day of the month following the month within which the Declaration conveys such lot to a Nonaffiliated Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year for which such assessment is imposed.

Section 8. Commencement of Annual Assessments. By November 1 of each year the Board shall fix the amount of annual assessments against each lot for the following calendar year and shall send written notice thereof to each Owner. At the time the Board fixes the amount of annual assessments it shall adopt a budget for the following calendar year and cause a copy of such budget in reasonable detail to be furnished to each Owner.

Section 9. Proof of Payment. Upon written demand of an Owner or Mortgagee, at any time and for a reasonable charge, the Association shall furnish a written certificate signed by an officer of the Association setting forth whether there are any then unpaid annual or special assessments levied against such Owner's or Mortgagee's Lot. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

Section 10. Nonpayment of Assessments. Any installments of annual or special assessments which are not paid when due shall be deemed delinquent. If an installment is not paid within thirty (30) days after the delinquency date, it shall bear interest from the delinquency date at the rate of twelve percent (12%) per annum and shall become a continuing lien in favor of the Association on the Lot against which assessed and the improvements thereon and the Association may bring an action at law or in equity against the person personally obligated to pay the same, including interest, costs and reasonable attorneys' fees for any such action, which shall be added to the mount of such assessment and included in my judgment rendered in such action, and the Association may also enforce and foreclose any lien it has or which may exist for its benefit.

Section 11. Recording and Enforcement of Liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the
Owner of the lot, the name of the person personally obligated to pay
the same and a description of the lot. Such a notice shall be signed
by an officer of the Association and it or a notice of lien or adverse
claim thereof may be recorded in the office of the Recorder of Hamilton
County, Indiana. A notice of lien shall be recorded until there is a
delinquency in payment of the assessment for thirty (30) days. Upon
such a delinquency for thirty (30) days, the Association shall proceed
promptly to enforce the lien or, in its discretion, to sue the person
personally liable to pay the lien for the delinquency. Such lien shall
be enforced by action in the same manner in which mortgages on real
property may be foreclosed in Indiana. In any such foreclosure, the
person personally obligated to pay the lien shall be required to pay
all costs of foreclosure including reasonable attorneys’ fees. All
such costs and expenses shall be secured by the lien being foreclosed.

The person personally obligated to pay the lien shall also be required
to pay to the Association any assessments against the lot which shall
become due during the period of foreclosure. The Association shall
have the right and power to bid at the foreclosure sale or other legal
sale and to acquire, hold, convey, lease, rent, encumber, use and
otherwise deal with the foreclosed interest in the lot as the Owner
thereof.

The Association shall, upon written request, report to any
Mortgagee of a lot any assessments remaining unpaid for longer than
thirty (30) days after the same shall have become due with respect to
such lot, provided, however, that such Mortgagee first shall have
furnished to the Association written notice of the Mortgage under which
it claims and its notice address.

Section 12. Subordination of Lien. The lien of the assessments
provided for herein shall be subordinate to the lien of any first
Mortgage and to tax liens and liens for special assessments in favor of
any taxing and assessing unit of government. Sale or transfer of any
lot shall not affect the assessment lien. However, the sale or
transfer of any lot pursuant to mortgage foreclosure or remedies
provided in a First Mortgage, or any proceeding in lieu thereof, shall
extinguish the lien of such assessments as to charges which were
payable prior to such sale or transfer. No such sale or transfer shall
relieve a lot from liability for any assessments thereafter becoming
payable or from the lien thereof or shall relieve the person personally

obligated to pay the same from personal liability for assessments payable prior to such sale or transfer or acquisition. Any delinquent assessments the lien for which is extinguished by reason of this provision may be reallocated and assessed to all lots as a common expense.

Section 13. Initial Working Capital and Start-Up Fund. At the closing of the initial sale of each lot by Declarant to an Owner other than Declarant, the purchaser of such lot shall pay to the Association, the sum of One Hundred Twenty-five Dollars ($125.00), which amount shall be held and used by the Association as a working capital fund and start-up fund for the initial period of operation of the Property and the Association, to enable the Association to have cash available to pay those expenses which must be prepaid, to meet unforeseen expenditures, or to acquire additional equipment or services deemed necessary or desirable by the Board. However, such payment shall not be considered as an advance payment of any regular annual assessments.

Section 14. Contributions by Declarant Prior to Applicable Date. Prior to the Applicable Date, Declarant shall have the duty to contribute to the Association sufficient cash to enable the Association to fulfill its duties after the Association shall have exhausted all Regular Assessments and Special Assessments theretofore collected from the Owners.

ARTICLE VII.

WOOD PARK ARCHITECTURAL CONTROL COMMITTEE

Section 1. Creation. There shall be, and hereby is, created and established the Wood Park Architectural Control Committee to perform the functions provided for herein. Until the Applicable Date, the Committee shall consist of three (3) members appointed, from time to time, by Developer and who shall be subject to removal by Developer at any time with or without cause. After the Applicable Date, the Committee shall be a standing committee of the Association, consisting of three (3) persons appointed, from time to time, by the Board of Directors of the Association.

Section 2. Purposes and Powers of Committee. The Committee shall
regulate the external design, appearance and location of residences, buildings, structures or other improvements placed on any lot, and the installation and removal of landscaping on any lot, in such a manner as to preserve and enhance the value and desirability of the Real Estate for the benefit of each Owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

A. In General. No residence, building, structure, antenna, fence, wall, mail box, patio or improvement of any type or kind shall be erected, constructed, placed or altered on any lot without the prior written approval of the Committee. In addition, no change in the exterior color of any residence or accessory building located on any lot shall be made without the prior written approval of the Committee. Such approval shall be obtained only after written application has been made to the Committee by the Owner of the lot requesting authorization from the Committee. Such written application shall be in the manner and form prescribed from time to time by the Committee and, in the case of construction or placement of any improvement, shall be accompanied by two (2) complete sets of plans and specifications for any such proposed construction or improvement. Such plans shall include plot plans showing the location of all improvements existing upon the Lot and the location of the improvement proposed to be constructed or placed upon the Lot, each properly and clearly designated. Such plans and specifications shall set forth the color and composition of all exterior materials proposed to be used and any proposed landscaping, together with any other material or information which the Committee may require. All plans and drawings submitted to the Committee shall be drawn to a scale. When required by the Committee, plot plans shall be prepared by either a registered land surveyor, engineer or architect. Plot plans submitted for the Improvement Location Permit shall bear the stamp or signature of the Committee acknowledging the approval thereof.

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

(i) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the proposed improvement to be in violation of any restrictions in this Declaration or any subdivision plot of the Real Estate recorded
in the Office of the Recorder of Hamilton County, Indiana;

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

(iii) The proposed repainting or improvement, or any part thereof, would, in the opinion of the Committee, be contrary to the interests, welfare or rights of any other Owner.

C. Rules and Regulations. The Committee may, from time to time, make, amend and modify such additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Committee for the submission and approval of items to it. Such rules and regulations may set forth additional requirements to those set forth in this Declaration or any subdivision plat of the Real Estate recorded in the Office of the Recorder of Hamilton County, Indiana as long as the same are not inconsistent with this Declaration or such subdivision plat(s).

Section 3. Duties of Committee. The Committee shall approve or disapprove the proposed repainting, construction or improvements within fifteen (15) days after all required information shall have been submitted to it. One copy of submitted material shall be retained by the Committee for its permanent files. All notifications to applicants shall be in writing, and, in the event that such notification is one of disapproval, it shall specify the reason or reasons for such disapproval. In the event said Board, or its designated Committee, fails to approve or disapprove such construction, improvement and location within thirty (30) days after said written plans and specifications have been submitted to it, or if no suit to enjoin the making of such additions, alterations or changes or to force the cessation thereof has been commenced within thirty (30) days of such submission, such approval will be deemed to have been given.

Section 4. Liability of Committee. Neither the Committee, the Declarant, the Association nor any agent of any of the foregoing shall be responsible in any way for any defects in any plans, specifications or other materials submitted to it, nor for any defects in any work done according thereto.

Section 5. Inspection. The Committee may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VII.
Section 6. Nonapplicability to Declarant. Notwithstanding the provisions of this Article VII or any other provisions of this Declaration requiring the approval of the Committee, Declarant, or any entity related to Declarant, shall not be required to apply for or secure the approval of the Committee in connection with any construction, installation, painting or repainting by Declarant, or any entity related to Declarant, of any residence, building, structure, or other improvement on the Real Estate or the installation or removal of any trees, shrubs or other landscaping on the Property.

ARTICLE VIII.

GENERAL AND MISCELLANEOUS POWERS

AND RESPONSIBILITIES OF ASSOCIATION

Section 1. 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.

Section 2. Responsibilities of the Association. The responsibilities of the Association include, but shall not be limited to:

A. Maintenance, repair and replacement of such fences, walls, street-side sidewalks, driveway aprons, street lights, foliage, landscaping, signs and other improvements in and upon the Common Areas and within the Sanitary or Utility Easements as the Association deems necessary or appropriate, and maintenance of the Common Areas and any installation therein in a clean and attractive condition and in good repair.

B. Replacement of such foliage, landscaping, screening materials and other improvements in and upon the Landscape Easements as the Association deems necessary or appropriate and maintenance of said Landscape Easements and any installation therein installed by Declarant or the Association in a clean and attractive condition and good repair and shall maintain and replace any fencing installed by Declarant within the Green Belt Landscape Easements.

C. Preservation, enhancement, management and control of Green Belt Preservation Easements, of Green Belt Landscape Easements and of
retention ponds or lakes in and upon the Lake Common Areas for
maintenance of the same in a clean, attractive and sanitary condition;
and installation and replacement of such improvements in and upon said
Lake Easements as the Association deems necessary or appropriate and
maintenance of any such improvements installed by in ament or the
Association in good condition and repair, without limiting the
generality of the foregoing, such maintenance obligations shall include
overflow maintenance to protect the ponds or lakes from erosion, algae
control and maintenance of minimum water levels. It is intended that
such actions shall be taken in accordance with recommendations
regarding the same from applicable governmental agencies having
jurisdiction, but nothing herein shall constitute an undertaking or
duty to exceed the requirements of applicable law and present pond and
lake operation.

D. The Association shall now, trim and water the Common Areas and
otherwise care for and maintain all grass, trees, shrubbery, plants and
other landscaping located on such Common Areas.

E. The Association shall provide to all Owners, regular and
routine lawn cutting, and lawn maintenance including fertilization and
trimming, the expenses incurred for such services being a Common
Expense.

F. Upon such terms and conditions as the Association may require,
the Association may contract with any Owner to provide special
landscape care, gutter cleaning services, and also tree removal and
tree replacement services. The charges due the Association for
services provided to any Owner pursuant to such contract shall be paid
in advance by the Owner prior to the rendering of any such services.
Whenever the Association may, pursuant to any such contract, undertake
to provide such services to an individual Owner, the Association shall
not be responsible for any damage to the Owner's laws, plantings,
trees and other landscaping or other improvements, including structures
thereon, except as the same shall be the result of gross negligence or
willful misconduct by the Association, its agents or employees.

G. Replacement of a drainage system in and upon the Drainage
Easements (shown and identified as such on any subdivision plat of the
Real Estate now or hereafter recorded in the Office of the Recorder of
Henry County, Indiana), as the Association deems necessary or
appropriate and the maintenance of any drainage system installed in or
upon said Drainage Easements by Declarant or the Association in good condition and repair, subject, however, to the obligation of the Owner of a lot subject to a Drainage Easement to keep the portion of the Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded.

H. Procuring and maintaining for the benefit of the Association, its Board of Directors and the Owners the insurance coverages required under Article XII of this Declaration and such other insurance as the Association deems necessary or advisable.

I. Payment of taxes, if any, assessed against and payable with respect to the Common Areas.

J. Assessment of annual assessments and collection of such assessments from the Owners for the Common Expenses.

K. The Association may obtain and pay for the services of any persons or entities, to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with whom it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property, the enforcement of this Declaration or any proceedings or controversy in which the Board determines it is necessary or advisable to have professional advice. The Association shall, or may arrange with others to, furnish trash collection and such other common services to each lot as it deems desirable, including, without limitation, snow removal from individual driveways and front sidewalks serving residences on a basis consistent with recognized guidelines for normal and customary property management. Any agreement for professional management of the Property, or any other contract providing for services by Declarant or an entity owned or controlled by the same persons as Declarant, must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice and by either party for cause upon thirty (30) days or less written notice and shall have a maximum contract term of one (1) year, but may be renewable by agreement of the parties for successive one-year terms.

L. From time to time, adopting, amending or rescinding such
reasonable rules and regulations (not inconsistent with the provisions of this Declaration) governing the use and enjoyment of the Common Areas, and 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.

M. Replacement and maintenance of any street identification signs within and upon the Real Estate designated as private street signs.

Section 3. 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.

Section 4. Indemnity 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 at 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.

Section 5. Additional Indemnity of Directors and Officers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives (collectively, the "Indemnitor"), 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 Indemnitor 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, suit or 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 Section 6.

Section 6. Bond. The Board of Directors of the Association may provide surety bonds and may require the managing agent of the Association (if any), the treasurer of the Association, and such other officers as the Board of Directors deems necessary, to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Directors, and any such bond shall specifically include protection for any insurance
proceeds received by any reason by the Board of Directors. The expense of any such bonds shall be a Common Expense.

ARTICLE IX.
OWNERS MAINTENANCE AND RESPONSIBILITIES

Section 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 Lot free of weeds and trash and otherwise neat and attractive in appearance, including, without limitation, the proper maintenance and necessary replacement of any structures on such lot, all at the Owner's sole cost and expense. 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, the landscaping and the exterior of the improvements erected thereon. The cost of such maintenance, repair and restoration shall be and constitute a special 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 agents, employees or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

Section 2. Damage to Common Areas. Notwithstanding any obligation or duty of the Association hereunder to repair or maintain the Common Areas or any Landscape Easement, Green Belt Easement, Lake Easement, Drainage Easement, Regulated Drainage Easement or Utility Easement areas, if, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant, invitee or other occupant or visitor of such Owner, damage shall be caused to the Common Areas (or such Easement areas) or to maintenance, repairs or replacement shall be required thereby which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be
determined by the Association, unless such loss is covered by the
Association's insurance with such policy having a waiver of subrogation
clause. If not paid by such Owner upon demand by the Association, the
cost of repairing such damage shall be added to and constitute a
special assessment against such Owner and his lot to be collected and
enforced in the manner provided in this Declaration for the collection
and enforcement of assessments in general.

Section 3. Additional Restrictions Concerning Existing and
Planted Trees. Existing or newly planted trees on any lot shall not be
removed by an Owner, after his occupancy, without the prior written
approval of the Committee; provided, however, that nothing herein shall
prevent the removal of trees by Declarant, or any entity related to
Declarant, during the development of the Real Estate and during the
initial construction by Declarant, or any entity related to Declarant,
of a residence or accessory building on any lot.

ARTICLE 2.

GENERAL RESTRICTIONS, OBLIGATIONS AND RIGHTS

APPLICABLE TO PROPERTY

Section 1. Lot Restrictions. No more than one residence shall be
erected or maintained on any lot. No residence shall be used for
purposes other than as a single family residence, nor shall any trade
or business of any kind be carried on within a residence or upon a lot,
nor shall any lot or any part thereof be leased, sublet, assigned or
suffered to be used for hotel or transient occupancy, provided that
none of the following activities shall be considered a violation of
this covenant:

A. The maintenance of model residences and business and sales
offices by Declarant during the construction and sale periods.

B. The maintenance of offices by the Association or its
designated manager for purposes of management of the Property.

C. Lease, rental or use of a residence for purposes consistent
with this Section.

D. The use of a residence by an Owner for incidental office
purposes to the extent permitted by applicable zoning ordinances.

E. Construction by Declarant and use of a clubhouse and other recreational improvements upon not more than one (1) numbered lot within the Property.

Section 2. Common Area Restrictions. No industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted on any part of the Common Area, nor shall any "For Sale" or "For Rent" signs or any window display advertising be maintained or permitted on any part thereof, except that Declarant reserves the right for itself or its agents to maintain business and sales offices, storage areas and construction offices on the Common Area during the construction and sales period until the last portion of the Real Estate is conveyed to an Owner other than Declarant, and to place "For Sale" or any other signs on any part of the Common Area and to use any part of the Common Area for sale or display purposes during such period. Subject to the aforesaid rights of the Declarant, Common Areas shall be used only for the purposes for which the same are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. Without limiting the generality of the foregoing, the lake to be provided in Block "A" shown on the Site Plan is intended to be an integral part of the storm water drainage system serving the Property and is intended to be used for such purpose and primarily as a visual and aesthetic amenity and not as a recreational amenity. Accordingly, no use shall be made of such lake which in any way interferes with its proper functioning as part of such storm water drainage system. No boating, swimming, diving, skiing, or ice skating shall be permitted in or on said lake. No sewage, garbage, refuse, or other solid, liquid, gaseous or other materials or items shall be put into said lake, except the Association may take steps to clean and purify the waters thereof by the addition of chemicals or other substances commonly used for such purposes. Fishing from the shore of such lake shall be permitted subject to observance and compliance with all applicable fishing and game laws, ordinances, rules and regulations.

Section 3. Obstructions. There shall be no obstruction of the
Common Area, nor shall anything be kept or stored on any part of the
Common Area, without the prior written consent of the Association
except construction materials and equipment during the construction
period or except as specifically provided herein. Nothing shall be
altered on, constructed in, or removed from the Common Area except upon
the prior written consent of the Association.

Section 4. Prohibition of Damage and Certain Activities. Nothing
shall be done or kept on any lot or in any residence or on or in any
Common Area or any part thereof, which would be in violation of any
statute, rule, ordinance, regulation, permit or other validly imposed
requirement of any governmental body. No damage to, or waste of, the
Common Area or any part thereof or of the exterior of the Common
Property and buildings thereon shall be committed by any Owner or any
invitee or tenant of any Owner, and each Owner shall indemnify and hold
the Association and the other Owners harmless against all loss
resulting from any such damage or waste caused by him or his invitees
or tenants to the Association and other Owners. No noxious,
destructive or offensive activity shall be allowed in any residences,
on any lots or in the Common Area or any part thereof, nor shall
anything be done therein which may be or may become a nuisance to any
other Owner or to any other person at any time lawfully residing on the
Property; provided, however, that no act, conduct, activity or
operation which Defendant is authorized or permitted to do hereunder
shall ever be deemed to be noxious, destructive, offensive nor a
nuisance for purposes of this Section 4.

Section 5. Fences, Walls and Patios. No Owner shall relocate,
heighten, lower or otherwise move or change any fence, wall or patio
upon the Property except as provided in Article VII hereinafter.

Section 6. Unsightly Uses. No clothes, sheets, blankets,
laundry of any kind or other articles shall be hung out on any portion
of the Common Area, or on a lot so as to be visible from outside the
lot. The Common Area shall be kept free and clear of all rubbish,
debris and other unsightly materials.

Section 7. Animals. No animals, rabbits, livestock, fowl or
poultry of any kind shall be raised, bred or kept in or on any lot or
on the Common Area or any part thereof, except that household pets may
be kept on lots, subject to rules and regulations adopted by the Board,
provided that they are not kept, bred, or maintained for any commercial
purposes; provided, further, that any such pet causing or creating a
nuisance or unreasonable disturbance shall be permanently removed
from the Property subject to these restrictions upon three days' written
notice from the Board, and provided further, that upon written request
of 25% of the voting power of the Association, the Board of Directors
shall have the authority to, and shall order the removal of any pet.

Section 8. Prohibited Structures. No structure of a temporary
class, trailer, boat, camper-bus, free-standing basketball goals,
tents, or sheds shall be maintained on any lot outside of a garage or
other approved structure, nor shall any garage or other building except
a permanent residence be used on any lot at any time as a residence or
sleeping quarters, either temporarily or permanently.

Section 9. Storage. The storage or collection of rubbish of any
character whatsoever, any material that emits foul or obnoxious odors,
the growing of any noxious or illegal weed or other natural substance,
and the harboring of the source of any noise or activity which disturbs
the peace, comfort or security of residents is prohibited. Normal
household trash and garbage shall be regularly collected and may be
kept outside only on regularly scheduled trash collection days. In
addition, no boats, snowmobiles, recreational vehicles, trailers,
camping vehicles, buses, mobile homes, tractor/trailers, trucks,
motorcycles, mini-bikes, mopeds, unlicensed or improper vehicles, or
any other vehicles of any description other than normal passenger
automobiles (including station wagons and small trucks such as pickups
of 3/4 ton capacity or less and vans) shall at any time be stored or
parked on any lot outside of a garage, or on any street within the
Property, or on any part of the Common Area, either permanently or
temporarily.

Section 10. Signs. No signs of any kind other than designations,
in such styles and materials as the Association shall by rule or
regulation approve, of street addresses and names of occupants shall be
displayed to the public view on any lot or Common Area, except that a
"For Sale" or "For Lease" sign may be displayed on a lot which is being
offered for sale or lease provided that it is in such form, style and
location as the Board may require, and except that Declarant shall be
permitted to erect and maintain upon the Property such signs as it
judges appropriate to advertise the development during the construction
and sale periods.
Section 11. Antennas. Except with the prior written approval of the Board, no exterior television or radio antennas of any sort shall be placed, allowed or maintained upon any portion of the improvements or structures to be located upon the Property, or on the Property itself.

Section 12. Rentals. Any lease between an Owner and a lessee shall provide that the terms of the lease shall be subject in all respects to the provisions of this Declaration and the Articles of Incorporation and By-Laws of the Association, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing. No residence may be leased for a period of less than 30 days. Other than the foregoing, there shall be no restrictions on the right of any Owner to lease his residence.

Section 13. Rules and Regulations. The Board may adopt, and may amend, modify, rescind and cancel, such other rules and regulations from time to time governing the use and enjoyment of the Property, including the Common Area, as the Board in its sole discretion deems appropriate or necessary.

Section 14. Compliance with Plat Covenants and Restrictions. So long as the Plat Covenants and Restrictions are in effect, no use shall be made of any part of the Property which violates said Plat Covenants and Restrictions. All Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Property shall at all times fully comply with the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Plat Covenants and Restrictions. Notwithstanding anything to the contrary contained herein or otherwise, this Section 14 may not be amended or modified in any manner whatsoever without the prior written consent of Declarant (so long as it owns any part of the Real Estate) and the prior written consent of any and all other parties or governmental agencies which have the right to enforce or prevent violations of the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Plat Covenants and Restrictions; except that, notwithstanding the immediately preceding clause, Declarant shall have the right to amend the Plat Covenants and Restrictions in the extent expressly permitted therein in the owner.
ARTICLE XI.

RIGHTS FOR THE PROTECTION OF FIRST MORTGAGERS

Section 1. Precedence. The provisions of this Article take precedence over any other conflicting provisions of this Declaration.

Section 2. Notice of Action. Upon written request made to the Association, identifying the name and address of the holder, insurer or guarantor of a First Mortgage on a Lot and the address of such party, any such mortgage holder or insurer or guarantor will be entitled to timely written notice of:

(A) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Lot or residence on which there is a First Mortgage held, insured, or guaranteed by such mortgage holder or insurer or guarantor, which remains uncured for a period of 60 days;

(B) Any delinquency in the payment of assessments or charges owed, or any other default in the performance of any obligation under the Declaration, By-laws or Articles of Incorporation, by an Owner of a Lot or residence subject to a First Mortgage held, insured, or guaranteed by such holder or insurer or guarantor, which remains uncured for a period of 60 days;

(C) Any lapse or material modification of any insurance policy or fidelity bond maintained by the Association;

(D) Any proposed action which would require the consent of a specified percentage of mortgage holders as specified in this Article XI; and

(E) Any default in the performance by the Owner of any obligation under the Declaration or By-laws which is not cured within sixty (60) days.

Section 3. Discontinuance of Professional Management. When professional management has been previously required by any mortgage holder or insurer or guarantor which is entitled to notice under Section 2, whether such entity became a mortgage holder or insurer or guarantor in such proceeding.
Guarantor at that time or later, any decision to establish
self-management by the Association shall require the prior consent of
owners of lots to which at least 67% of the votes in the Association
are allocated and the approval of 51% of those holders of mortgages
which are entitled to notice as provided for under Section 2.

Section 4. Termination; reallocation. Any election to terminate
the legal status of the project after substantial destruction or a
substantial taking or condemnation of the project property must have
the written approval of holders holding mortgages on lots which have at
least 51% of the votes of lots subject to eligible-holder mortgages.
No reallocation of interests in the Common Area or the Association
resulting from a partial condemnation or partial destruction of the
project may be effected without the prior written approval of eligible
holders holding mortgages on all remaining lots whether existing in
whole or in part, and which have at least 51% of the votes of such
remaining lots subject to eligible-holder mortgages.

Section 5. No Right of First Refusal. The right of any owner to
sell, transfer, or otherwise convey his lot or residence will not be
subject to any right of first refusal or any similar restriction in
favor of the Association, the Declarant or other owners.

Section 6. Liability for Unpaid Assessments. Any first
mortgagee who obtains title to or comes into possession of a lot
pursuant to the remedies provided in its first mortgage or by
foreclosure of the first mortgage or by deed or assignment in lieu of
foreclosure, and any purchaser at a foreclosure sale in connection with
any such first mortgage, shall not be liable for the unpaid assessments
on the lot which were payable prior to the acquisition of title to or
possession of such lot by the first mortgagee or such purchaser.

Section 7. Examination of Books and Records. First mortgagees
and holders, insurers and guarantors of first mortgagees shall have the
right to examine the books and records of the Association, as set forth
more fully in the By-Laws.

Section 8. Payment of Taxes and Insurance. First mortgagees may,
jointly or singly, pay taxes or other charges which are in default and
which may or have become a charge against any common area or other
common property and may pay overdue premiums on hazard insurance
policies or secure new hazard insurance coverage on the lapse of a
policy for the common area or other common property, and first.
Mortgagees making such payments shall be owed immediate reimbursement therefor from the Association.

Section 9. Designation of Representative. Any holder of a first Mortgage on a lot or residence may designate a representative to attend meetings of members, but such representative shall not have any voting privileges unless such voting privileges have been granted to the holder of such First Mortgage by the Owner of the lot involved.

Section 10. Distribution of Insurance Proceeds and Condemnation Awards. No provision of this Declaration or the By-Laws shall be construed as giving to the Owner or to any other party priority over any rights of First Mortgagees of lots pursuant to their First Mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Area or other Common Property.

ARTICLE XII.

INSURANCE

Section 1. Casualty Insurance. The Association shall purchase and maintain fire and extended coverage insurance in an amount equal to the full replacement cost of all improvements, if any, which the Association is required to maintain hereunder. If the Association can obtain such coverage for a reasonable amount, it shall also obtain "all risk coverage." The Association may also insure any other property, whether real or personal, owned by the Association against loss or damage by fire and such other hazards as the Association may deem desirable. Such insurance coverage shall name the Association as the insured. Such insurance policy or policies shall contain provisions that (i) the insurer waives its rights to subrogation as to any claim against the Association, its Board of Directors, officers, agents and employees, any committee of the Association or of the Board of Directors, and all Owners and their respective agents and guests, and (ii) waives any defense based on invalidity arising from the acts of the insured. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried.

Section 2. Liability Insurance. The Association shall also purchase and maintain a master comprehensive public liability insurance
policy in such amount or amounts as the Board of Directors shall deem appropriate from time to time, but in any event with a minimum combined limit of One Million Dollars ($1,000,000.00) per occurrence. Such comprehensive public liability insurance shall cover all of the Common Areas and the Lakefronts and Landscape and Green Belt Areas shown and identified as such upon any subdivision plat of the Real Estate now or hereafter recorded in the Office of the Recorder of Hamilton County, Indiana and shall insure the Association, its Board of Directors, officers, professional managers, agents and employees, any committee of the Association or of the Board of Directors, and all other persons acting or who may come to act as agents or employees of any of the foregoing with respect to the Property. Such public liability insurance policy shall include a "severability of interest" clause or endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners.

Section 3. Other Insurance. The Association shall also purchase and maintain any other insurance required by law to be maintained, including but not limited to workmen's compensation and occupational disease insurance, and such other insurance as the Board of Directors shall deem necessary, advisable or appropriate, including but not limited to officers' and directors' liability insurance.

Section 4. Miscellaneous. The premiums for the insurance described above shall be paid by the Association as part of the Common Expenses.

ARTICLE XIII

AMENDMENTS OF DECLARATION

Section 1. By the Association. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

A. Notice. Notice of the subject matter of any proposed amendment shall be included in the notice of the meeting of the members of the Association at which the proposed amendment is to be considered.

B. Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in aggregate at
least a majority of the votes of all Owners.

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

D. Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than two-thirds (2/3) in the aggregate of the votes of all Owners, provided, however, that any such amendment shall require the prior written approval of Declarant so long as

declarant or any entity related to Declarant owns any lots within and upon the Real Estate. In the event any lot is subject to a first mortgage, the 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 Article XI., Section 2.

E. 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 602.02 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 Article XI., Section 2.

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 interest 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 tier limitation contained in this
Section 2. By Declarant. Declarant hereby reserves the right so long as Declarant, or any entity related to Declarant, owns any lot within and upon the Real Estate, to make such amendments to this Declaration as may be deemed necessary or appropriate by Declarant, without the approval of any other person or entity, in order to bring Declarant into compliance with the requirements of any statute, ordinance, regulation or order of any public agency having jurisdiction thereof, or to comply with the requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans Administration or any other governmental agency to enable any of such agencies to make, purchase, sell, insure or guarantee first mortgages, or to correct clerical or typographical errors in this Declaration or any amendment or supplement hereto; provided that Declarant shall not be entitled to make any amendment which has a materially adverse effect on the rights of any Mortgagor, nor which substantially impairs the benefits of this Declaration to any Owner or substantially increases the obligations imposed by this Declaration on any Owner.

Section 3. Recording. Each amendment to the Declaration shall be executed by Declarant only in any case where Declarant has the right to amend this Declaration without any further consent or approval, and otherwise by the President or Vice President and Secretary of the Association; provided, that any amendment requiring the consent of Declarant shall contain Declarant's signed consent. All amendments shall be recorded in the Office of the Recorder of Hamilton County, Indiana, and no amendment shall become effective until so recorded.

ARTICLE XIV.

GENERAL PROVISIONS

Section 1. Enforcement. Enforcement of the covenants and restrictions and of the provisions contained in the Articles of Incorporation and By-Laws of the Association may be by any proceeding at law or in equity instituted by the Association or by any Owner against any person (including the Association) violating or attempting to violate any covenant or restriction, either to restrain violation,
to compel compliance, or to recover damages, and against the land, to
enforce any lien created by these covenants; and failure by the
Association or by any Owner to enforce any covenant or restriction
herein contained shall in an event be deemed a waiver of the right to
do so thereafter. Attorneys' fees and costs of any such actions to
restrain violation or to recover damages as determined by the Court
shall be assessable against and payable by any persons violating the
terms contained herein.

Section 2. Mergers. Upon a merger or consolidation of the
Association with another corporation as provided in its Articles and
By-Laws, its properties, rights and obligations may, by operation of
law, be transferred to another surviving or consolidated association or
corporation, or, alternatively, the properties, rights and obligations
of another corporation may, by operation of law, be added to the
properties, rights, and obligations of the Association as a surviving
corporation pursuant to a merger. The surviving or consolidated
corporation may administer the covenants and restrictions herein and
hereby established upon any other properties as one scheme. No such
merger or consolidation, however, shall affect any revocation, change
or additions to the covenants established by this Declaration within
the Property, except as hereinabove provided.

Section 3. Access. For the purpose solely of performing the
repairs and maintenance authorized by this Declaration, the Association
through its duly authorized agents, employees and contractors, shall
have the right, after reasonable notice to the Owner (except in an
emergency in which case no notice shall be required), to enter upon and
into any lot.

Section 4. Emergency Access. For the purpose of performing
emergency repairs under this Declaration, or of taking emergency action
to seal a residence from weather or otherwise to prevent damage or
destruction to any lot or residence, the Association, through its duly
authorized agents, employees and contractors, shall have the right to
enter upon and into any lot or residence at any time, without notice,
with such persons and material as the Association deems necessary, to
accomplish such emergency repairs or take such emergency action.

Section 5. Severability. Invalidation of any one or more of these
covenants or restrictions by legislation, judgment or court order shall
in no way affect any other provisions which shall remain in full force
Section 6. Notices. Any notice required to be sent to any Member of the Association under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member appearing on the records of the Association at the time of such mailing.

Section 7. Captions. The Article and Section headings herein are intended for convenience of reference only and shall not be given any substantive effect.

Section 8. Construction. In the event of an apparent conflict between this Declaration and the By-Laws, the provisions of this Declaration shall govern.

IN WITNESS WHEREOF, WOOD PARK DEVELOPMENT, INC., an Indiana corporation, has caused this document to be executed as of the day and year first above written.

WOOD PARK DEVELOPMENT, INC.,
An Indiana corporation,

By: ________________________________

Kevin K. Kirkpatrick, President

STATE OF INDIANA )
COUNTY OF ) SS:

Before me, a Notary Public in and for the State of Indiana, personally appeared Kevin K. Kirkpatrick, the President of Wood Park Development, Inc., an Indiana corporation, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions and Easements for Wood Park for and on behalf of said corporation.

Witness my hand and Notarial Seal this /day of , 1989.

My Commission Expires: ________________________________

Printed ________________________________

Resident of County, IN

This Instrument was prepared by Sue Stoeckel, STOECKEL & ALDRICH, 6100 North Keystone Avenue, Suite 443, Indianapolis, Indiana 46220

S. D. Stoeckel
WOOD PARK, SECTION ONE

(Comprising Both Sections One A and One B)

Lots 19 and 20 in Hamilton Woods Subdivision - Section One, as per plot thereof, recorded in plat Book 5, page 199 in the Office of the Recorder of Hamilton County, Indiana, and a part of the Northwest Quarter of Section One, Township 17 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the North line of said Quarter Section North 88 degrees 50 minutes 33 seconds East (assumed bearing) 987.58 feet from the Northwest corner thereof; thence North 88 degrees 50 minutes 33 seconds East along the said North line 131.17 feet to the Northeast corner of said Hamilton Woods Subdivision; thence continuing North 88 degrees 50 minutes 33 seconds East along the said North line 0.75 feet; thence South 90 degrees 14 minutes 52 seconds East 1376.50 feet to an iron pin found; thence North 89 degrees 26 minutes 04 seconds West 260.00 feet; thence North 09 degrees 35 minutes 56 seconds East 129.86 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 89 degrees 26 minutes 04 seconds East; thence Northwesterly along said curve 23.56 feet to a point which bears North 21 degrees 53 minutes 55 seconds West from said radius point; thence North 21 degrees 53 minutes 55 seconds West to a curve having a radius of 125.00 feet, the radius point of which bears North 21 degrees 53 minutes 55 seconds West; thence Westerly along said curve 47.23 feet to a point which bears South 00 degrees 14 minutes 52 seconds East from said radius point; thence North 00 degrees 14 minutes 52 seconds West 165.00 feet; thence North 36 degrees 41 minutes 16 seconds West 26.32 feet; thence North 22 degrees 44 minutes 62 seconds West 84.31 feet; thence North 09 degrees 16 minutes 01 seconds West 93.00 feet; thence North 26 degrees 23 minutes 51 seconds West 88.40 feet; thence South 41 degrees 45 minutes 08 seconds West 180.00 feet to a curve having a radius of 275.00 feet, the radius point of which bears South 41 degrees 45 minutes 08 seconds West; thence Northwesterly along said curve 24.00 feet to a point which bears North 36 degrees 45 minutes 08 seconds East from said radius point; thence North 36 degrees 45 minutes 08 seconds East 45.00 feet; thence South 60 degrees 16 minutes 15 seconds West 150.00 feet; thence South 89 degrees 45 minutes 45 seconds West 193.60 feet; thence South 77 degrees 56 minutes 25 seconds West 66.42 feet; thence North 45 degrees 14 minutes 15 seconds West 31.00 feet; thence South 66 degrees 45 minutes 45 seconds West 47.54 feet; thence South 00 degrees 16 minutes 15 seconds West 101.74 feet to a curve having a radius of 125.00 feet, the radius point of which bears North 15 degrees 58 minutes 30 seconds East; thence Westerly along said curve 22.40 feet to a point which bears South 26 degrees 15 minutes 02 seconds West from said radius point; thence South 26 degrees 15 minutes 02 seconds West 50.00 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 26 degrees 15 minutes 02 seconds West; thence Westerly along said curve 28.77 feet to a point which bears North 56 degrees 09 minutes 47 seconds West from said radius point; thence North 56 degrees 09 minutes 47 seconds West 50.00 feet to a curve having a radius of 175.00 feet, the radius point of which bears South 56 degrees 09 minutes 47 seconds East; thence Northerly along said curve 8.18 feet to a point which bears North 53 degrees 29 minutes 07 seconds West from said radius point; thence South 89 degrees 45 minutes 45 seconds West 136.78 feet to the East line of said Hamilton Woods Subdivision (the next three courses are along the Easterly and Southerly boundary of said subdivision): (1) thence North 00 degrees 14 minutes 15 seconds West 586.68 feet; (2) thence North 88 degrees 50 minutes 33 seconds East 800.76 feet; (3) thence North 00 degrees 07 minutes 27 seconds West 40.00 feet to the Northwest corner of said Lot 19 in Hamilton Woods Subdivision; thence North 01 degrees 09 minutes 27 seconds West along the West line of said Lot 19 and its extension thereof 160.00 feet to the point of beginning, containing 20.12 acres, more or less, which encompasses 55 lots numbered 1 through 45 inclusively, and Block "A", Block "B" and Block "C".

EXHIBIT "A" - Page 1
Port of the Northwest Quarter of Section 1, Township 11 North, Range 3
East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a point on the North line of the said Quarter Section
being North 80 degrees 30 minutes 33 seconds East (assumed bearing)
1318.26 feet from the Northeast corner thereof, said point being the
Northeast corner of Hamilton Woods Subdivision - Section 1, the plat
of which is recorded in Plat Book 7, page 199 in the Office of the Recorder
of Hamilton County, Indiana; thence continuing North 80 degrees 30
minutes 33 seconds East along the said line 95.75 feet; thence
South 00 degrees 16 minutes 52 seconds East 174.49 feet to an iron pipe
found; thence North 89 degrees 26 minutes 04 seconds West to the
Point of Beginning; thence North 00 degrees 15 minutes 56 seconds
East 129.86 feet to a curve having a radius of 20.00 feet, the radius
point of which bears South 89 degrees 26 minutes 04 seconds East; thence
Northeasterly along said curve 23.56 feet to a point which bears North
21 degrees 53 minutes 55 seconds West from said radius point; thence
North 21 degrees 53 minutes 55 seconds West 50.90 feet to a curve
having a radius of 125.00 feet, the radius point of which bears North 21
degrees 53 minutes 55 seconds West; thence Westerly along said curve
47.23 feet to a point which bears South 09 degrees 14 minutes 32 seconds
West from said radius point; thence North 00 degrees 16 minutes 52
seconds West 165.00 feet; thence North 36 degrees 41 minutes 16 seconds
West 18.37 feet; thence North 22 degrees 54 minutes 42 seconds West
38.31 feet; thence North 09 degrees 16 minutes 01 seconds West 93.00
feet; thence North 26 degrees 23 minutes 51 seconds West 88.40 feet;
thence South 41 degrees 45 minutes 08 seconds West 180.00 feet to a
curve having a radius of 275.99 feet, the radius point of which bears
South 41 degrees 45 minutes 08 seconds West; thence Northwesterly along
said curve 20.00 feet to a point which bears South 38 degrees 45
minutes 08 seconds West from said radius point; thence North 36 degrees
35 minutes 08 seconds West 45.00 feet; thence North 00 degrees 16
minutes 15 seconds West 120.00 feet; thence South 89 degrees 45 minutes
45 seconds West 195.00 feet; thence South 37 degrees 34 minutes 23
seconds West 66.42 feet; thence North 43 degrees 14 minutes 13 seconds
West 31.00 feet; thence South 64 degrees 45 minutes 45 seconds West
47.54 feet; thence South 00 degrees 16 minutes 15 seconds East 103.74
feet to a curve having a radius of 125.00 feet, the radius point of
which bears South 00 degrees 16 minutes 15 seconds East 27.40 feet to a point
which bears South 26 degrees 15 minutes 02 seconds West from said radius point; thence South 26 degrees
15 minutes 02 seconds West 50.00 feet to a curve having a radius of
30.00 feet, the radius point of which bears South 26 degrees 15 minutes
00 seconds West; thence Westerly along said curve 28.77 feet to a point
which bears North 56 degrees 09 minutes 47 seconds West from said radius
point; thence North 56 degrees 09 minutes 47 seconds West 50.00 feet to a
curve having a radius of 175.00 feet, the radius point of which bears
South 56 degrees 09 minutes 47 seconds East; thence Northwesterly along
said curve 6.18 feet to a point which bears North 53 degrees 29 minutes
07 seconds West from said radius point; thence South 89 degrees 45
minutes 45 seconds West 175.78 feet to the East line of said Hamilton
Woods Subdivision (the next three courses are along the Easterly
boundary of said subdivision); (1) thence South 00 degrees 14 minutes 15
seconds West 315.71 feet; (2) thence North 89 degrees 55 minutes 47.5
seconds West 75.09 feet; (3) thence South 00 degrees 14 minutes
15 seconds West 217.08 feet to a point which bears North 89 degrees 24
minutes 04 seconds West from the point of beginning; thence South 89
degrees 24 minutes 04 seconds West 896.80 feet to the point of
beginning, containing 11.52 acres, more or less, and which encompasses
18 lot numbers 56 through 91 inclusive.
The undersigned, Wood Park Development, Inc., and Indiana corporation (the "Developer"), is the owner of the real estate more specifically described in Exhibit A attached hereto (the "Real Estate"). Developer intends to plat and subdivide the Real Estate as shown on the plat for Wood Park, Sections One "A", One "B", and Two, as hereafter recorded in the Office of the Recorder of Hamilton County, Indiana (the "plat") and desires in such plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the plat (the "Subdivision"), shall be known and designated as Wood Park, Sections One "A", One "B", and Two, an addition in Hamilton County, Indiana. In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to certain additional covenants and restrictions contained in the Declaration of Covenants, Conditions and Restrictions of Wood Park, dated April 12, 1989, as Instrument No. 89-9746 in the office of the Recorder of Hamilton County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of Wood Park Association, Inc. (the "Association"), as set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained in the Declaration, the conflicting covenant or restriction contained herein shall govern and control only to the extent of the irreconcilable conflict, it being the intent hereof that all such covenants and restrictions shall be applicable to the Real Estate to the greatest extent possible.

In order to provide adequate protection to all present and future owners of lots in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. The rights-of-way of the streets as shown on the plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.

2. There are areas of ground on the plat marked "Utility Easements", "Drainage Easements", and "Regulated Drainage Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association, for access to an installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, utility services, including cable television services. The Drainage Easements are hereby created and reserved: (i) for the use of Developer during the
"Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property; and (ii) for the use of the Association and the Hamilton County Drainage Board for access to and maintenance, repair and replacement of such drainage system; provided, however, that the owner of any lot in the Subdivision subject to a Drainage Easement shall be required to keep the portion of said Drainage Easement on his lot free from obstructions so that the surface water drainage will be unimpeded. The delineation of the Utility Easement and Drainage Easement areas on the plat shall not be deemed a limitation on the rights of any entity for whose use any such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 2. No permanent structures shall be erected or maintained upon said easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Utility Easements and Drainage Easements herein created and reserved.

3. There are areas of ground on the plat marked "Landscape Easements" which are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and installation and replacement of foliage, landscaping, screening materials and other improvements; and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, as installed by Developer or installed and maintained by the Association, no permanent structure, including, without limitation, fences shall be erected or maintained in or upon said Landscaped Easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Landscape Easements herein created and reserved.

4. There are areas of ground on the plat marked "Green Belt Landscape Easements" which are hereby created and reserved: (i) for the use of Developer during the Development Period for access to and the installation and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance, repair and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association, no permanent structure, including, without limitation, fences shall be erected or maintained in or upon said Green Belt Landscape Easements. The owners of lots in the Subdivision shall take and hold title to the lots subject to the Green Belt Landscape Easements herein created and reserved.

5. There are areas of ground on the plat marked Green Belt "Preservation Easement" which are hereby created and reserved for the use of Developer during the Development Period for access to
and the installation and replacement of foliage, landscaping, screening materials and other improvements including but not limited to drainage, sanitary sewer and utility lines. After completion of the Development, the Green Belt Preservation Easement shall be maintained in perpetuity in its then natural state.

6. There are areas of ground on the plat marked "Lake Easements". The Lake Easements are hereby created and reserved: (i) for the common use and enjoyment, subject to the rights of the Association to promulgate reasonable rules and regulations (not inconsistent with the provisions of the plat and the Declaration) governing such use and enjoyment, of the owners of lots in the Subdivision; (ii) for the use of Developer during the Development Period for access to and construction, management and control of retention and detention ponds or lakes and the installation, repair and replacements of improvements therein and thereon; and (iii) for the use of the Association for access to and maintenance, management and control of retention and detention ponds or lakes and the installation, maintenance, repair and replacement of improvements therein and thereon. Except as installed by Developer or installed and maintained by the Association, no permanent structure or improvement shall be erected or maintained upon said Lake Easements. No swimming shall be permitted in the lakes or ponds located in and upon the Lake Easements.

7. There are areas of ground on the plat marked "Sanitary Easements." The Sanitary Easements are hereby created and reserved for the use of the Clay Township Regional Waste District, its successors and assigns for access to and installation, maintenance repair and removal of sanitary sewer lines. The Sanitary Easements are created and reserved: (i) for the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a sanitary sewer line for the Real Estate and adjoining property and (ii) for the use of the Clay Township Regional Waste District.

8. There are areas of ground on the plat marked "Cul de Loop" which areas are created for the exclusive use and enjoyment of those particular lot owners having public street access therefrom. Each such lot owner shall have an easement for ingress and egress in common with the other adjacent owners to the public street across such area. Such Cul de Loop shall have a landscaped island as shown on the plat therein adjacent to the public right-of-way. The paved portion of the Cul de Loop including curbs and the landscaping located within such designated area shall be maintained by the Association and the Association shall have an easement of ingress and egress for the purpose of this maintenance obligation only.
9. Building setback lines are established on the plat. No building or structure shall be erected or maintained between said setback lines and the front or rear lot line (as the case may be) of said lot. In addition, no building or structure shall be erected or maintained closer to any side lot line of any lot than zero (0) feet, with each lot having an aggregate side yard requirement of ten (10) feet. The minimum distance between buildings shall be ten (10) feet. Where two or more contiguous lots are used as a site for a single dwelling, this side yard restriction shall apply to the combined lots as if they were a single lot.

10. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) from the intersection of said street lines, or in the case of a rounded corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain with such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.

11. No residence constructed on a lot in the Subdivision shall have less than one thousand, one hundred (1,100) square feet of floor area, exclusive of garages, carports, and open porches.

12. All lots in the Subdivision shall be used solely for residential purposes. No business buildings shall be erected on said lots, and no business may be conducted on any part thereof, other than the home occupations permitted in the Dwelling Districts Zoning Ordinance of Carmel, Indiana. No structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family residence not to exceed two and one-half stories in height and permanently attached residential accessory buildings. Any attached garage, attached tool shed, attached storage building or any other attached building erected or used as an accessory building to a residence shall be or a permanent type of construction and shall conform to the general architecture and appearance of such residence.

13. No garage shall be erected on any lot in the Subdivision which is not permanently attached to the residence, and no unenclosed storage area shall be erected. No enclosed storage area shall be erected on any lot which is not permanently attached to the residence.

14. No trailers, shacks, outhouses, detached storage sheds
or tool sheds of any kind shall be erected or situated on the
construction of a residential building on the property, which
temporary construction structures shall be promptly removed upon
completion of the construction of the building.

15. No trailer, shack, tent, boat, basement, garage, or
other outbuilding may be used at any time as as a residence,
temporary or permanent; nor may any structure of a temporary
character be used as a residence.

16. No farm animals, fowl or domestic animals for
commercial purposes shall be kept or permitted on any lot or lots
in the Subdivision. No noxious, unlawful, or otherwise offensive
activity shall be carried out on any lot in the Subdivision; nor
shall anything be done thereon which may be or may become an
annoyance or nuisance to the neighborhood.

17. No camper, motor home, truck, trailer, boat or
recreational vehicle of any kind may be stored on any lot in the
Subdivision in open public view.

18. No sign of any kind shall be displayed to the public
view on any lot, except that one sign of not more than six (6)
square feet may be displayed at any time for the purpose of
advertising the property for sale or rent, except Developer may
use larger signs during the sale and development of the
Subdivision.

19. No lot shall be used or maintained as a dumping ground
for trash. Rubbish, garbage or other waste shall be kept in
sanitary containers. All equipment for storage or disposal or
such materials shall be kept clean and shall not be stored on any
lot in open public view. All rubbish, garbage or other waste
shall be regularly removed from a lot and shall not be allowed to
accumulate thereon.

20. Any gas or oil storage tanks used in connection with a
lot shall be either buried or located in a garage or house such
that they are completely concealed from public view.

21. No private or semiprivate water supply and/or sewage
disposal system may be located upon any lot in the Subdivision
which is not in compliance with regulations or procedures as
provided by the Indiana State Board of Health, or other civil
authority having jurisdiction. No septic tank, absorption field,
or other method of sewage disposal shall be located or
constructed on any lot.

22. Each driveway in the Subdivision shall be of concrete
or asphalt material and shall not exceed in width the side
boundaries of the garage. No additional parking shall be
permitted on a lot other than the existing driveway.
23. No antenna in the Subdivision shall exceed five (5) feet above a roof peak.

24. No satellite dishes shall be installed or permitted in the subdivision except as installed by Developer and after the end of the development period except as approved by the Association.

25. No metal, fiberglass or similar type material awnings or patio covers shall be permitted in the Subdivision.

26. All metal fencing used in the Subdivision must have a factory finish of either brown or black vinyl. No fence shall be higher than six (6) feet. No fencing shall extend forward of the furthers back front corner of the residence. Fencing style and color shall be consistent with the Subdivision. No fence shall be constructed within the Drainage Easements for the Lakes.

27. No aboveground swimming pools shall be permitted in the Subdivision.

28. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from the view of neighboring lots and the streets.

29. All lots shall be accessed from the interior streets of the Subdivision. No access is permitted from 116th Street.

30. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association, any person or entity having any right, title or interest in a lot in any Subdivision which is now or hereafter made subject to and annexed to the Declaration, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants 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 these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce or carry out such covenants or restrictions.

31. Each Lot shall be required to provide a dusk to dawn yard light to be installed with the initial house construction and shall be maintained by the individual lot owner.

32. These covenants and restrictions may be amended at any
time by the then owners of at least two-thirds (2/3) of the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration; provided, however, that until all of the lots in such Subdivisions have been sold by Developer, any such amendment of these covenants and restrictions shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed and acknowledged by the lot owner or owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Hamilton County, Indiana.

33. These covenants and restrictions (as the same may be amended from time to time as provided in the foregoing Paragraph 27) shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate, or any part thereof, and on all persons or entities claiming under them, until January 1, 2009, automatically extended for successive periods of 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 the lots in all Subdivisions which are now or hereafter made subject to and annexed to the Declaration, it is agreed that said covenants and restrictions shall terminate in their entirety; provided, however, that no termination of said covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall consent thereto.

34. Invalidation of any of the foregoing covenants and restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions of this plat, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this ___/___/___ day of ___/___/___, 1989.

WOODPARK DEVELOPMENT, INC.

By: ____________________________
    Kevin K. Kirkpatrick
    President
STATE OF INDIANA )
) SS:
COUNTY OF MARION )

Before me, a Notary Public in and for the State of Indiana, personally appeared Kevin K. Kirkpatrick, the President Woodpark development, Inc. and Indiana corporation, and acknowledged the execution of this Instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 12th day of April, 1989

[Signature]

Notary Public

[T. E. Wiedman]

Printed

My Commission Expires:
September 30, 1990

County of Residence:

[Address]

Instruments prepared by Sam Stahr, atty.
WOOD PARK, SECTION ONE
(Comprising Both Sections One A and One B)

Lots 19 and 20 in Hamilton Woods Subdivision - Section One, as per plat therefor, recorded in Plat Book 2, page 189 in the Office of the Recorder of Hamilton County, Indiana, and a part of the Northwest Quarter of Section One, Township 17 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Beginning at a point on the North line of said Quarter Section North 88 degrees 50 minutes 33 seconds East (assumed bearing) 987.58 feet from the Northwest corner thereof; thence North 88 degrees 50 minutes 33 seconds East along the said North line 331.27 feet to the Northeast corner of said Hamilton Woods Subdivision; thence continuing North 88 degrees 50 minutes 33 seconds East along the said North line 0.75 feet; thence South 00 degrees 14 minutes 52 seconds East 1374.50 feet to an iron pipe found; thence North 89 degrees 24 minutes 04 seconds West 260.00 feet; thence North 00 degrees 35 minutes 56 seconds East 129.84 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 89 degrees 24 minutes 04 seconds East; thence Northeasterly along said curve 23.56 feet to a point which bears North 21 degrees 53 minutes 55 seconds West from said radius point; thence North 21 degrees 53 minutes 55 seconds West 50.00 feet to a curve having a radius of 125.00 feet, the radius point of which bears North 21 degrees 53 minutes 55 seconds West; thence Westerly along said curve 47.23 feet to a point which bears South 00 degrees 14 minutes 52 seconds East from said radius point; thence North 00 degrees 14 minutes 52 seconds West 165.00 feet; thence North 36 degrees 41 minutes 16 seconds West 28.32 feet; thence North 22 degrees 44 minutes 42 seconds West 84.31 feet; thence North 09 degrees 16 minutes 01 seconds West 93.00 feet; thence North 26 degrees 23 minutes 51 seconds West 88.40 feet; thence South 41 degrees 45 minutes 08 seconds West 180.00 feet to a curve having a radius of 275.00 feet, the radius point of which bears South 41 degrees 45 minutes 08 seconds West; thence Northwesterly along said curve 24.00 feet to a point which bears North 36 degrees 45 minutes 08 seconds East from said radius point; thence North 36 degrees 45 minutes 08 seconds East 45.00 feet; thence North 00 degrees 14 minutes 15 seconds West 150.00 feet; thence South 89 degrees 45 minutes 45 seconds West 195.00 feet; thence South 77 degrees 54 minutes 25 seconds West 66.42 feet; thence North 45 degrees 14 minutes 15 seconds West 31.00 feet; thence South 64 degrees 45 minutes 45 seconds West 47.54 feet; thence South 00 degrees 14 minutes 15 seconds East 103.76 feet to a curve having a radius of 125.00 feet, the radius point of which bears North 15 degrees 58 minutes 58 seconds East; thence Westerly along said curve 22.40 feet to a point which bears South 26 degrees 15 minutes 02 seconds West from said radius point; thence South 26 degrees 15 minutes 02 seconds West 50.00 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 26 degrees 15 minutes 02 seconds West; thence Westerly along said curve 28.77 feet to a point which bears North 56 degrees 09 minutes 47 seconds West from said radius point; thence North 56 degrees 09 minutes 47 seconds West 50.00 feet to a curve having a radius of 175.00 feet, the radius point of which bears South 56 degrees 09 minutes 47 seconds East; thence Northeasterly along said curve 8.18 feet to a point which bears North 53 degrees 29 minutes 07 seconds West from said radius point; thence South 89 degrees 45 minutes 45 seconds West 174.78 feet to the East line of said Hamilton Woods Subdivision (the next three courses are along the Easterly and Southerly boundary of said subdivision); (1) thence North 00 degrees 14 minutes 15 seconds West 586.68 feet; (2) thence North 88 degrees 50 minutes 33 seconds East 800.76 feet; (3) thence North 01 degrees 09 minutes 27 seconds West 40.00 feet to the Southwest corner of said lot 19 in Hamilton Woods Subdivision; thence North 01 degrees 09 minutes 27 seconds West along the West line of said lot 19 and its extension thereof 160.00 feet to the point of beginning, containing 20.125 acres, more or less, which encompasses 55 lots numbered 1 through 55 inclusively, and Block "A", Block "B" and Block "C".

EXHIBIT "A" - Page 1
WOOD PARK, SECTION TWO

Part of the Northwest Quarter of Section 1, Township 17 North, Range 3 East in Hamilton County, Indiana, more particularly described as follows:

Commencing at a point on the North line of the said Quarter Section being North 88 degrees 50 minutes 33 seconds East (assumed bearing) 1318.85 feet from the Northwest corner thereof, said point being the Northeast corner of Hamilton Woods Subdivision - Section 1, the plat of which is recorded in Plat Book 2, page 189 in the Office of the Recorder of Hamilton County, Indiana; thence continuing North 88 degrees 50 minutes 33 seconds East along the said North line 0.75 feet; thence South 00 degrees 14 minutes 52 seconds East 1374.50 feet to an iron pipe found; thence North 89 degrees 24 minutes 04 seconds West 260.00 feet to the Point of Beginning; thence North 00 degrees 35 minutes 56 seconds East 129.84 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 89 degrees 24 minutes 04 seconds East; thence Northeasterly along said curve 23.56 feet to a point which bears North 21 degrees 53 minutes 55 seconds West from said radius point; thence North 21 degrees 53 minutes 55 seconds West 50.00 feet to a curve having a radius of 125.00 feet, the radius point of which bears North 21 degrees 53 minutes 55 seconds West; thence Westerly along said curve 47.23 feet to a point which bears South 00 degrees 14 minutes 52 seconds East from said radius point; thence North 00 degrees 14 minutes 52 seconds West 165.00 feet; thence North 36 degrees 41 minutes 16 seconds West 28.32 feet; thence North 22 degrees 44 minutes 42 seconds West 84.31 feet; thence North 09 degrees 16 minutes 01 seconds West 93.00 feet; thence North 26 degrees 23 minutes 51 seconds West 88.40 feet; thence South 41 degrees 45 minutes 08 seconds West 180.00 feet to a curve having a radius of 275.00 feet, the radius point of which bears South 41 degrees 45 minutes 08 seconds West; thence Northwesterly along said curve 28.00 feet to a point which bears North 36 degrees 45 minutes 08 seconds East from said radius point; thence North 36 degrees 45 minutes 08 seconds East 45.00 feet; thence North 00 degrees 14 minutes 15 seconds West 150.00 feet; thence South 89 degrees 45 minutes 45 seconds West 195.00 feet; thence South 77 degrees 54 minutes 25 seconds West 66.42 feet; thence North 45 degrees 14 minutes 15 seconds West 31.00 feet; thence South 64 degrees 45 minutes 45 seconds West 47.54 feet; thence South 00 degrees 14 minutes 15 seconds East 103.74 feet to a curve having a radius of 125.00 feet, the radius point of which bears North 15 degrees 58 minutes 58 seconds East; thence Westerly along said curve 22.40 feet to a point which bears South 26 degrees 15 minutes 02 seconds West from said radius point; thence South 26 degrees 15 minutes 02 seconds West 50.00 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 26 degrees 15 minutes 02 seconds West; thence Westerly along said curve 28.77 feet to a point which bears North 56 degrees 09 minutes 47 seconds West from said radius point; thence North 56 degrees 09 minutes 47 seconds West 50.00 feet to a curve having a radius of 175.00 feet, the radius point of which bears South 56 degrees 09 minutes 47 seconds East; thence Northwesterly along said curve 8.18 feet to a point which bears North 33 degrees 29 minutes 07 seconds West from said radius point; thence South 89 degrees 45 minutes 45 seconds West 174.78 feet to the East line of said Hamilton Woods Subdivision (the next three courses are along the Easewest boundary of said subdivision); (1) thence South 00 degrees 14 minutes 15 seconds East 335.71 feet; (2) thence North 89 degrees 45 minutes 45 seconds West 25.00 feet; (3) thence South 00 degrees 14 minutes 17 seconds East 217.08 feet to a point which bears North 89 degrees 24 minutes 04 seconds West from the point of beginning; thence South 89 degrees 24 minutes 04 seconds East 894.80 feet to the point of beginning, containing 11.324 acres, more or less, and which encompasses 38 lots numbered 56 through 93 inclusive.