The undersigned, does hereby lay off, plat and subdivide said real estate in accordance with the attached Plat and Certificate.

This subdivision shall be known as "Woodacre Section III".

Additional Right-of-Way for Raceway Road, if not heretofore dedicated, is hereby dedicated to public use.

There are strips of ground marked "Utility Easement" shown on the Plat which are hereby reserved for public utilities not including transportation companies for the installation and maintenance of poles, mains, sewers, drains, ducts, lines and wires. Purchasers of lots in this subdivision shall take title subject to the Utility Easements hereby created, and subject at all times to the rights of proper authorities to service the utility facilities and easements hereby created. No permanent structure of any kind and no part thereof, except fences, sidewalks and driveways shall be built, erected or maintained on said "Utility Easements".

There are strips of ground marked "Drainage Easement", which are hereby reserved to the City of Indianapolis and its Department of Public Works for the installation and maintenance of drainage improvements including swales, ditches, pipes, drains, manholes, retention or detention areas, or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created, and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created, and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of drainage water shall be built, erected or maintained on said drainage easements. It shall be the responsibilities of the owners of the areas enclosed within the Drainage Easements to maintain such areas in such condition that the flow of storm drainage waters on, across or from such areas shall not be impeded, diverted or accelerated. Such use for storm water movements or detention or retention is hereby declared to be an easement and servitude upon the land for the benefit of the owners of other land included within the Plat upstream or downstream affected by such use, and for any proper Agency or Department of the City of Indianapolis. The City of Indianapolis is hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect such easement and servitude rights.

Further, there are easements and servitudes upon the land within the Plat in favor of surface water runoff along natural valleys and drainage channels running to owners of other land contained within the Plat upstream and downstream. It shall be the responsibility of the owners of these natural valleys and channels to use their land and maintain or replace said natural valleys and channels in such manner and condition that the flow of storm drainage waters on, across, from and to such areas shall not be impeded, diverted or accelerated.

There are strips of ground shown on this Plat marked "Landscape Easement". Said Easements are hereby reserved to the Architectural Review Committee and they may, at their option, provide, install and maintain landscaping and project signage as they deem appropriate.

Further there are areas of ground shown on this Plat marked "Signage Easement". Said Easements are hereby reserved to the use of the Architectural Review Committee and the developers of the project for installation and continued use and maintenance of project signage as they may deem appropriate.

Areas located within Landscape Easements as shown on this Plat shall be left in their natural state, and no structure of any type or kind
areas, or other drainage facilities. Purchasers of lots in this subdivision shall take title subject to the easements hereby created, and subject at all times to the rights of proper authorities to service and maintain the drainage facilities and easements hereby created, and no permanent structure of any kind and no part thereof, except fences which do not retard or impede the flow of drainage water shall be built, erected or maintained on said drainage easements. It shall be the responsibilities of the owners of the areas enclosed within the Drainage Easements to maintain such areas in such condition that the flow of storm drainage waters on, across or from such areas shall not be impeded, diverted or accelerated. Such use for storm water movements or detention or retention is hereby declared to be an easement and servitude upon the land for the benefit of the owners of other land included within the Plat upstream or downstream affected by such use and for any proper Agency or Department of the City of Indianapolis. The City of Indianapolis is hereby given the right to obtain access to such areas to perform maintenance and to perform such maintenance as may be necessary to protect such easement and servitude rights.

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Further there are areas of ground shown on this Plat marked "Signage Easement". Said Easements are hereby reserved to the use of the Architectural Review Committee and the developers of the project for installation and continued use and maintenance of project signage as they may deem appropriate.

Areas located within Landscape Easements as shown on this Plat shall be left in their natural state, and no structure of any type or kind shall be erected within said Landscape Easements for any purpose, except individual sanitary sewer laterals or utility services or storm drain facilities. Further, there shall be no removal of trees, bushes, shrubbery, plant growth or otherwise, from said Landscape Easements, except as necessary for installation and maintenance of utility, sewer or drainage facilities.

ALL LOTS IN THIS SUBDIVISION AND ALL PRESENT AND FUTURE OWNERS OR OCCUPANTS THEREOF SHALL BE SUBJECT TO THE FOLLOWING COVENANTS, CONDITIONS AND RESTRICTIONS, WHICH SHALL RUN WITH THE LAND.

The streets, if not heretofore dedicated are hereby dedicated to public use.

USE STANDARDS

1. All lots within this subdivision shall be designated as single family residential lots.

2. Lots within this subdivision may be used only for residential purposes and home occupations as allowed by the Dwelling Districts Zoning Ordinance of the City of Indianapolis and only one single family dwelling, a private garage and other such out buildings as are usual and incidental to the use of a residential lot may be constructed thereon.

3. No portion of any lot may be sold or subdivided such that there will be thereby created a greater number of houses thereon than the number of lots originally platted.

4. No multiple family dwellings shall be constructed on any lot within this subdivision and no further development shall be permitted beyond 17 single family detached residences.
1. No use shall be made of any lot in this subdivision except as permitted by the Dwelling District 1 Regulations of the Dwelling Districts Zoning Ordinance of Marion County, as amended.

5. Any use of any lot within this subdivision shall be in conformity with the Development Standards of the Dwelling District 1 Regulations of the Dwelling Districts Zoning Ordinance of Marion County, as amended, together with such further or higher Development Standards as are specifically contained in this Plat, or otherwise required by these Covenants, Conditions and Restrictions.

7. Each lot shall be kept in such manner as it presents a neat and pleasing appearance with grass mowed when necessary to maintain a growth of 6 inches or less at all times.

8. Campers, recreational vehicles or boats of any kind may not be stored or parked on any lot outside the main dwelling or garage.

9. All basketball backboards and any other fixed games and play structures shall be located behind the front foundation line of the main structure and within building setback lines, and must be approved by the Architectural Review Committee prior to location on the premises.

10. No structure of any temporary character, trailer, basement, tent, shack, garage, barn or house or other buildings shall be permitted to remain on any lot or used on any lot at any time as a residence, either temporarily or permanently.

11. No noxious or offensive activity shall be carried on upon any lot, or be permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot unless entirely within an enclosed garage permitted by these Covenants.

13. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except dogs, cats or other animals generally and customarily recognized as household pets, provided that they are not kept, bred, or maintained for any commercial purpose.

14. No lot shall be used or maintained as a dumping ground for rubbish, trash or garbage.

15. No gas or oil drillings, gas or oil development operations, gas or oil refining, quarries or mining operations of any kind shall be permitted upon or in any lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or gas shall be erected, maintained or permitted on any lot.

DEVELOPMENT STANDARDS

16. Every single family residence constructed on any lot within this subdivision shall include, at a minimum, an attached two car garage.

17. The means of ingress and egress to said attached garage shall be over a hard surface driveway constructed of either asphalt or concrete.
11. No noxious or offensive activity shall be carried on upon any lot, or be permitted to exist on any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

12. Any motor vehicle which is inoperative or unlicensed and not being used for normal transportation shall not be permitted to remain on any lot unless entirely within an enclosed garage permitted by these Covenants.

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DEVELOPMENT STANDARDS

16. Every single family residence constructed on any lot within this subdivision shall include, at a minimum, an attached two car garage.

17. The means of ingress and egress to said attached garage shall be over a hard surface driveway constructed of either asphalt or concrete.

18. No detached garage shall be erected, placed or altered on any lot within this subdivision except as approved by the Architectural Review Committee.

19. Every single family dwelling erected, placed or altered on any lot within this subdivision shall have a minimum living area, exclusive of open porches, unfinished basements and attached garages of 2,100 square feet. In the case of a structure of more than one story, at least 1,200 square feet of the required minimum living area shall be on the first floor.

20. Front Building Lines are hereby established as shown on the foregoing Plat between which lines and the right-of-way lines, there shall be erected, placed or altered no structure or part thereof. The building lot lines which are from public right-of-way lines are parallel to and measured perpendicularly from those public right-of-way lines unless otherwise dimensioned.

21. Single family residences erected on any lot within this subdivision shall not exceed two stories or 35 feet in height, and shall have attached private garages for not less than two or more than four vehicles. Carports with open sides shall not be permitted.

22. No building shall be located on any lot nearer to the front lot line than the minimum building setback as shown on this Plat.

23. No building shall be located nearer than 15 feet to any side yard line, and the total side yard setback on both sides must be at least 35 feet.
24. No building shall be erected closer than 25 feet to the rear lot line unless otherwise approved by the Architectural Review Committee as to use, location and harmony of design, and in no case shall be placed beyond the rear building line as shown on this Plat.

25. No fence, wall, hedge, or shrub planting which obstructs the sight lines at elevations between two feet and six feet above adjacent roadways 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 them at points 25 feet from the intersection of the street property lines or in the case of a rounded property corner from the intersection of the street property lines extended.

The sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within said distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of sight lines between two and six feet above roadway elevations.

No driveway shall be located within 40 feet of the intersection of any two public roadways.

26. Sidewalks shall be constructed as may be required by the sidewalk plan approved by the Plat Committee of the Department of Metropolitan Development, which construction shall be the responsibility of the lot owner upon whose lot the sidewalk is to be constructed, provided however that certain common area sidewalks shall be constructed by the developer as designated on the final development or sidewalk plan.

All sidewalks to be constructed by lot owners shall be completed at such time as the driveway on the lot is constructed, or within 18 months of the date such lot is initially conveyed by the undersigned, which ever date shall occur first.

27. No fences shall be permitted to be constructed between the front building lines or street right-of-way line.

28. No tree in excess of three inches in diameter may be removed from any lot without the approval of the Architectural Review Committee, and such requests shall be made to the Architectural Review Committee in writing.

In the event the Architectural Review Committee does not indicate in writing its approval or disapproval of requests for tree removal within a period of thirty (30) calendar days after submission, the Architectural Review Committee shall be deemed to have approved such request.

29. No house, footing drain or roof water drain shall be discharged into any sanitary sewer which shall exist or may be constructed in the future within the overall confines of this subdivision.

30. Any tank for the storage of fuel erected, placed or altered on any lot within this subdivision outside of any structure or building permitted by these Covenants shall be concealed or otherwise located below the surface of the ground.

31. The location of individual water supply systems or wells shall be approved in writing by the Architectural Review Committee.

32. Construction of individual water supply systems shall be approved by the Marion County Health and Hospital Corporation, and shall be constructed in accordance with requirements, standards and recommendations of the Indiana State Board of Health.

33. Geothermal systems shall be approved by all applicable agencies prior to installation.

34. Solar heating systems must be approved in writing by the Architectural Review Committee as to design and aesthetic quality prior to construction. Owners are hereby advised that such systems are generally discouraged, and will not be approved unless their design blends aesthetically.
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35. All outdoor air conditioning units shall be screened from view.

36. No mailbox shall be erected or maintained on any lot or within the subdivision without prior approval of the Architectural Review Committee. The mailboxes throughout the subdivision are intended to be uniform in design and color and will be as specified by the Architectural Review Committee.

37. No sign of any nature or kind including incidental signs as regulated by the Dwelling District Zoning Ordinance of Marion County, Indiana, as amended, shall be erected, placed or maintained on any lot which shall identify, advertise or in any way describe the existence or conduct of a home occupation which may otherwise be permitted to exist on any lot within this subdivision. Further, no home occupation shall be conducted or maintained on any lot other than one which is incidental to a business, profession or occupation of the owner or occupant of any lot within this subdivision, and which is generally and regularly conducted at another location away from such lot.

38. Any structure or building permitted to be constructed on any lot by these Covenants which may be destroyed by fire, wind storm or for any other reason, in whole or in part, shall be rebuilt and restored to its previous condition within a reasonable length of time, and all debris accumulated in connection therewith shall be removed within a reasonable time after any such occurrence.

Above ground swimming pools, only as approved by the Architectural Review Committee, will be permitted on any lot within this subdivision.
39. All construction commenced on any lot within this subdivision shall be completed within 120 calendar days unless circumstances beyond the reasonable control of the builder or the owner prevent such conformance.

The undersigned Developer or the Architectural Review Committee shall have standing and authority to seek such equitable relief or orders as may be appropriate for the removal of all materials and partially completed structures in violation of this Covenant.

40. Drainage swales for ditches or drainage detention or retention areas along dedicated roadways or within drainage easements are not to be altered, dug out, filled-in, tiled or otherwise changed without the written permission of the Indianapolis Department of Public Works and the Architectural Review Committee.

Property owners must maintain these swales as sodded grass areas or other nonerosing surfaces.

Water from roofs or parking areas must be contained on the property for sufficient time so that drainage swales or ditches will not be damaged by flowing water.

Driveways may be constructed only when appropriately sized culverts or other approved structures have been permitted by the Indianapolis Department of Public Works.

Any property owner altering, changing or damaging these drainage swales or ditches will be held responsible for such action, and will be given ten (10) calendar days notice by certified mail to repair said damage after which time if no action is taken, the Architectural Review Committee, or the Indianapolis Department of Public Works may call for said repairs to be accomplished by others and the statement for costs of the said repairs will be sent to the affected property owner for immediate payment.

41. The finished yard elevations at the house site for lots within this subdivision shall not be lower than the elevations shown on the Grading Plan for this subdivision, and shall be approved in writing by the Architectural Review Committee prior to construction.

The lot owner shall be solely responsible for maintaining all finish grade elevations in accordance with the approved Development Plans and Grading Plan, and shall bear the cost of all grading or other improvements or modifications necessary to bring the lot into compliance with this Covenant.

42. Any field tile or underground drain which is encountered during construction of any improvement within this subdivision shall be perpetuated, and all owners of lots within this subdivision and their successors and their assigns shall comply with the Indiana Drainage Code of 1965, and all amendments thereto.

43. At the time of construction of any residence within this subdivision, protective barriers consisting of snow fences or bailed straw shall be provided at locations from 10 to 15 feet from the perimeter of said proposed building to protect trees and vegetation from construction damage.

No machinery or equipment except as shall be necessary to install utility services, septic systems, drives or other similar facilities shall be driven upon or through the protected area, nor shall machinery, equipment or materials be parked or stored beyond said limits.

ARCHITECTURAL REVIEW COMMITTEE
The finished yard elevations at the house site for lots within this subdivision shall not be lower than the elevations shown on the Grading Plan for this subdivision, and shall be approved in writing by the Architectural Review Committee prior to construction.

The lot owner shall be solely responsible for maintaining all finish grade elevations in accordance with the approved Development Plans and Grading Plan, and shall bear the cost of all grading or other improvements or modifications necessary to bring the lot into compliance with this Covenant.

Any field tile or underground drain which is encountered during construction of any improvement within this subdivision shall be perpetuated, and all owners of lots within this subdivision and their successors and their assigns shall comply with the Indiana Drainage Code of 1985, and all amendments thereto.

At the time of construction of any residence within this subdivision, protective barriers consisting of snow fences or baled straw shall be provided at locations from 10 to 15 feet from the perimeter of said proposed building to protect trees and vegetation from construction damage.

No machinery or equipment except as shall be necessary to install utility services, septic systems, drives or other similar facilities shall be driven upon or through the protected area, nor shall machinery, equipment or materials be parked or stored beyond said limits.

ARCHITECTURAL REVIEW COMMITTEE

An Architectural Review Committee is hereby created, which Committee shall consist of not less than three members.

The original members of the Architectural Review Committee will be Ernest W. Boordt, David Boordt, and the owner of a lot within this subdivision as elected by Mr. Boordt.

In the event of the death, disability, or resignation of any of the aforementioned members, the remaining members will be authorized to select the successor to fill the vacancy created.

The Architectural Review Committee shall have the right to expand membership upon the Committee.

A majority, but not less than two (2) of the members of the Architectural Review Committee will be authorized to determine whether the proposed structure plans and specifications show conformity and harmony of external design with existing structures and the subdivision, and whether the building and property setback lines are in conformity with applicable Plat requirements and these Covenants.

The Architectural Review Committee shall also undertake such other duties and responsibilities as are assigned to it.

No charges will be made to any purchaser of any lot within this subdivision for examination of Plans or specifications, or for giving approval for construction thereon.

In the event the Architectural Review Committee does not indicate in writing its approval or disapproval of plans or specifications submitted for its review within a period of thirty (30) calendar days after submission, the Architectural Review Committee will be deemed to have approved such plans.
Until the first lot has been deeded, the Architectural Review Committee shall consist solely of Mr. Ernest W. Boodt and David Boodt.

Actions of the Committee need not be taken at a formal meeting but may be evidenced informally in writing signed by a majority of the members.

45. The Architectural Review Committee shall have the right to approve the removal of existing trees and such trees shall be shown on the plans submitted to them for approval.

46. The Architectural Review Committee shall have rights of approval as to quality of workmanship and types of materials, harmony of external design with existing structures and location with respect to topography and finish grade elevations and existing trees and foliage.

47. No fence or wall or mailbox or post shall be erected, placed or altered on any lot within this subdivision unless approved in writing by the Architectural Review Committee.

48. The Architectural Review Committee must also approve the owner's plan for preserving existing trees and foliage prior to the commencement of any work on the property.

49. It shall be the lot owner's responsibility to comply precisely with all building and site finish ground elevations.

50. Notwithstanding compliance with all minimum Development Standards as required by applicable Ordinances and these covenants and Restrictions, no construction shall commence upon any lot in this subdivision until the Architectural Review Committee, or its designee shall have first approved in writing the building contractor selected by the lot owner for construction.

51. In the event the Architectural Review Committee, or its designated representative fails to approve or disapprove within thirty (30) calendar days any submittal to it, or in any event if no suit to enjoin construction has commenced prior to the completion thereof, approval will not be required, and the related Covenants shall be deemed to have been fully complied with.

52. Notwithstanding compliance with the foregoing Covenants, the Department of Metropolitan Development of the City of Indianapolis shall not issue an Improvement Location Permit for any dwelling upon any lot within this subdivision, nor shall any dwelling be constructed thereon unless the building and site plans presented by the lot owner have been approved by and bear the stamp of the Architectural Review Committee, or its duly authorized representative, which approval and stamp shall be substantially in the following form, to-wit:

THIS SITE AND OR BUILDING PLAN FOR LOT ______ IN WOODACRE SUBDIVISION HAS BEEN APPROVED FOR IMPROVEMENT LOCATION PERMITS AND CONSTRUCTION BY AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, AS REQUIRED BY THE COVENANTS, CONDITIONS AND RESTRICTION OF THE PLAT OF RECORD OF THE WOODACRE SUBDIVISION.

ARCHITECTURAL REVIEW COMMITTEE
WOODACRE SUBDIVISION

By

RIGHTS OF ASSESSMENT
51. In the event the Architectural Review Committee, or its designated representative, fails to approve or disapprove within thirty (30) calendar days any submittal to it, or in any event if no suit to enjoin construction has commenced prior to the completion thereof, approval will not be required, and the related Covenants shall be deemed to have been fully complied with.

52. Notwithstanding compliance with the foregoing Covenants, the Department of Metropolitan Development of the City of Indianapolis shall not issue an Improvement Location Permit for any dwelling upon any lot within this subdivision, nor shall any dwelling be constructed thereon unless the building and site plans presented by the lot owner have been approved by and bear the stamp of the Architectural Review Committee, or its duly authorized representative, which approval and stamp shall be substantially in the following form, to-wit:

THIS SITE AND OR BUILDING PLAN FOR LOT IN WOODACRE SUBDIVISION HAS BEEN APPROVED FOR IMPROVEMENT LOCATION PERMITS AND CONSTRUCTION BY AS THE BUILDING CONTRACTOR FOR THE LOT OWNER, AS REQUIRED BY THE COVENANTS, CONDITIONS AND RESTRICTION OF THE PLAT OF RECORD OF THE WOODACRE SUBDIVISION.

ARCHITECTURAL REVIEW COMMITTEE
WOODACRE SUBDIVISION

By ____________________________

RIGHTS OF ASSESSMENT

53. Each owner of a lot within this subdivision by acceptance of a Deed is deemed to Covenant and agree to pay assessments as the same become due in the manner herein provided.

All such assessments, together with interest thereon and costs of collection thereof as herein provided shall be a charge on the land and shall be a continuing lien upon the lot against which such assessment is made until paid in full.

Such assessments shall also be the personal obligation of the owner or owners of the lot at the time when the assessment became due and payable.

Any assessment not paid within thirty (30) calendar days after the date the same became due and payable shall bear interest from the due date at a percentage rate not greater than 12% per annum.

54. The Architectural Review Committee, or any member thereof, shall be entitled to institute in any Court of competent jurisdiction such procedures at law or in equity by foreclosure or otherwise to collect the delinquent assessment, plus any expenses or costs including attorney fees incurred by the Architectural Review Committee or such member in collecting the same.

If the Architectural Review Committee has provided for collection of any assessment in installments upon default in payment of any one or more installments, the Architectural Review Committee shall have the right to accelerate payment and declare the entire balance of said assessment to be due and payable in full.

55. No owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his lot or otherwise.
56. The lien of the assessments provided for herein shall be subordinate to the lien of any recorded first mortgage covering such lot, and to any valid tax or special assessment lien on such lot in favor of any governmental taxing or assessing authority. Sale or transfer of any lot within this subdivision shall not affect said assessment lien; however, the sale or transfer of any lot pursuant to mortgage foreclosures or proceedings in lieu thereof shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer.

57. No sale or transfer shall relieve such lot from liability for assessments thereafter becoming due, or from the lien thereof.

58. The Architectural Review Committee shall, upon demand at any time, furnish a certificate in writing signed by a member of the Architectural Review Committee that the assessments on any lot have been paid, or that certain assessments remain unpaid, as the case may be. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

59. Any easement granted herein, or any property shown on this Plat, if dedicated and intended for acceptance by the local public authority and devoted for public use shall be exempt from the assessments charges and liens created herein.

60. The Architectural Review Committee shall have the right to make assessments to cover any costs incurred in enforcing these Covenants or in undertaking any maintenance or other activity which is the responsibility of a lot owner hereunder.

Any such assessment shall be assessed only against those lot owners whose failure to comply with the requirements of these Covenants necessitated the action to enforce these Covenants or the undertaking of the maintenance or other activity.

OTHER AND ADDITIONAL COVENANTS

61. These Restrictions, Covenants and Conditions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of 15 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of five (5) years each, unless at time after ten (10) years following the date of recordation, an instrument signed by a majority of then owners of the lots within this subdivision agree to change all or any Covenant in whole or in part.

These Covenants can be changed or eliminated by execution and acknowledgment by the owners of a majority of the lots within this subdivision at least one (1) year prior to the expiration of each fifteen (15) or five (5) year period, a waiver of renewal and said waiver shall be recorded in the office of the Marion County Recorder, in which event the provisions as above set out for renewals shall be null and void.

62. The Metropolitan Development Commission of the City of Indianapolis, its successors and assigns, shall have no right, power or authority to enforce any Covenant, Commitment, Restriction or other limitation contained within this Plat other than those Covenants, Commitments, Restrictions or limitations that expressly run in favor of the Metropolitan Development Commission, provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the Subdivision Control Ordinance as amended, or any condition attached to approval of this Plat by the Marion County Plate Committee.

63. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any Covenant, herein contained, either to restrain violation or to
OTHER AND ADDITIONAL COVENANTS

61. These Restrictions, Covenants and Conditions are hereby declared to be covenants running with the land and shall be binding on all parties and all persons claiming under them for a period of 15 years from the date these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of five (5) years each, unless at time after ten (10) years following the date of recordation, an instrument signed by a majority of then owners of the lots within this subdivision agree to change all or any Covenant in whole or in part.

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62. The Metropolitan Development Commission of the City of Indianapolis, its successors and assigns, shall have no right, power or authority to enforce any Covenant, Commitment, Restriction or other Limitation contained within this Plat other than those Covenants, Commitment, Restrictions or Limitations that expressly run in favor of the Metropolitan Development Commission, provided further that nothing herein shall be construed to prevent the Metropolitan Development Commission from enforcing any provision of the Subdivision Control Ordinance as amended, or any condition attached to approval of this Plat by the Marion County Plat Committee.

63. Enforcement shall be by proceedings at law or in equity against the person or persons violating or attempting to violate any Covenant herein contained, either to restrain violation or to recover damages.

64. The right to enforce each and all of the limitations, Conditions and Restrictions setforth herein, together with the right to cause the removal of any building erected or altered in violation thereof by injunction or any other legal process is hereby reserved to the Architectural Review Committee and to each and every owner of the several lots within this subdivision, their grantees and assigns who shall be entitled to seek injunctive relief without being required to show any damages, together with reasonable attorney fees.

65. Invalidation of any one of these Covenants by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

66. All costs of litigation and attorney fees resulting from violation of these Covenants shall be the financial responsibility of the lot owner or owners found to be in violation.

67. The undersigned developers of this subdivision shall have the right to create a Not-For-Profit Association to be known as the "Woodsgre Association, Inc." and to declare restrictions and liabilities upon homeowners in this project which Declaration shall be recorded in the Office of the Marion County Recorder. Said Declaration shall not be binding upon the owner of any lot within this subdivision other than the undersigned developers at the time of recordation of said Declaration.

Such Declaration may contain further standards, Covenants, and Restrictions applicable to all lots or common areas in this subdivision running with the land binding present and future owners thereof from and after the date of recordation of said Declaration.
Said Association may be formed for the purposes of providing or maintaining street lighting, maintaining common areas, maintaining roadways, sidewalks and other facilities, maintaining or providing project signage or landscaping and performance of other functions reasonably necessary and in the best interests of the development and its residents, and among other provisions, shall be empowered to assess and collect sums from all lot owners in this subdivision annually or as deemed necessary specifically to facilitate the purposes of the Association and the best interests of the subdivision and the owners of lots therein.

WITNESS our signatures this 1st day of September, 1987.

By
Basil L. Noblet, Administrator C.T.A.
of the Last Will and Testament of
Samuel O. Noblet, Deceased

By
Basil L. Noblet, Attorney In Fact
For Betty Jo Hoffman and Samuel A. Noblet

By
Basil L. Noblet, Individually

STATE OF INDIANA
COUNTY OF MARION

Before me, the undersigned, a Notary Public, personally appeared Basil L. Noblet, individually and as Attorney-In-Fact for Betty Jo Hoffman of the Last Will and Testament of Samuel O. Noblet, Deceased, the Developers of Woodacre Subdivision, Section III who acknowledged the execution of the foregoing.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal this 1st day of September, 1987.

Frances H. Williams
Notary Public

Frances H. Williams
Printed

My Commission Expires:
9-14-87

Resident of Marion County