

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

890057333

1989  
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**DECLARATION OF RESTRICTIONS  
FOR BRADFORD CREEK**

THIS DECLARATION, made this 13<sup>th</sup> day of June, 1989, by  
Bradford GROUP, INC. (hereinafter referred to as the "Developer")

WITNESSETH

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Section 1, (hereinafter referred to as the "Development") and as more particularly described on the plat thereof as Instrument No. 89-00555-10 recorded in the office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate;

APPROVED  
DMD-DDS BY *[Signature]*  
JUN 15 89

**FILED**  
JUN 16 1989  
LAWRENCE TOWNSHIP  
ASSESSOR

CHIEF CLERK  
MARION COUNTY  
JUN 16 1989 6:45  
DUTY ENTERED FOR  
TAXATION  
SUBJECT TO FINAL  
ACCEPTANCE FOR TRANSFER

ORIGINAL ILLEGIBLE

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provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within the entire development.

1. DEFINITIONS. The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Bradford Creek Development Committee composed of three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the Development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. CHARACTER OF THE DEVELOPMENT.

A. In General. Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceeding before the Metropolitan Development Commission of Marion County, Indiana,

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under Docket No. 89-2-63. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. Prohibited Improvements. No sheds, outbuildings, above ground pools, antennae, satellite disks, solar panels, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any lot.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1200 square feet of living area.

B. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

(ii) Side Yards. The side yard setback lines shall not be less than 10 feet from the side line of the lot on one side and 6 feet from the side line of the lot on the other side.

(iii) Rear Yards. The rear setback line shall be at least 20 feet from the rear lot line.

C. Fences, Mailboxes and Tree Preservation. In order to preserve the natural quality and aesthetic appearance of the

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existing geographic areas within the Development, any fence, mailbox or post lamp must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground or any community planting installed by the Developer may be removed without the prior written consent of the Committee.

D. Landscaping. Each lot shall have a planting and mulching plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18"); and a minimum of two (2) trees, with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental trees at least six feet (6') in height.

E. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12. There shall be a separation of two (2) lots before a house type and elevation or color shall be repeated. The same house type and elevation or color cannot be located directly across the street from one another.

F. Committee Approval. All houses in the development shall be first approved by the Committee. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme. All fences, awnings, lawn ornaments and other improvements shall be approved by the Committee prior to erection.

G. Garages Required. All residential dwellings in the Development shall include an enclosed, two (2) car garage.

H. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

I. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

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J. Sales of Lots by Developer. Every lot within the Development shall be sold to an approved builder or developed by the Developer.

K. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

L. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

(vi) Confine all construction activity and materials to the lot being improved; and at no time shall the street or adjacent lots (including drainage easements) be used for the delivery or storage of construction materials.

M. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. 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.

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4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, coats or similar vehicles shall be parked on any street or on any lot in the Development.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development

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at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

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The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be limited to mulch or bark trails for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. See attached Resolution No. 8J-R-58, 1983 of the Metropolitan Development Commission of Marion County, Indiana, dated December 7, 1983.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and

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to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

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

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions. ®

13. HOMEOWNERS ASSOCIATION EASEMENT.

The Association shall have the sole right and responsibility to design, install, maintain and alter community plantings located within the Homeowners Association Landscape Easements, as shown on the plat of the Development.

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IN TESTIMONY WHEREOF, witness the signature of the Declarant  
this 13<sup>th</sup> day of June, 1989.

THE BRADFORD GROUP, INC.

By: James L. Brothers  
James L. Brothers  
President

ATTEST:

Stephen D. Mears  
STEPHEN D. MEARS

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State,  
personally appeared James L. Brothers, President of The Bradford  
Group, Inc., who acknowledged the execution of the foregoing  
Declaration of Restrictions for and on behalf of that corporation.

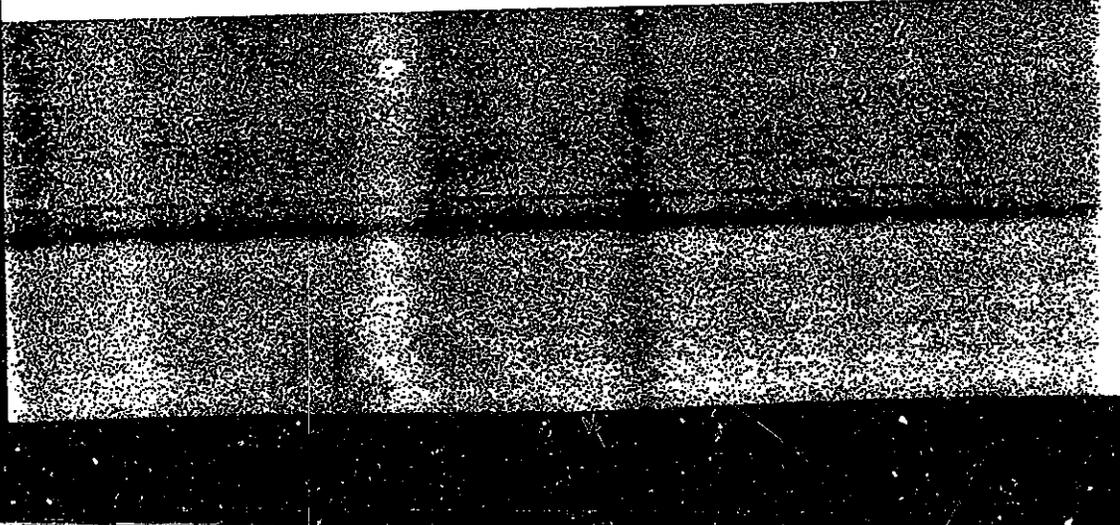
Witness my hand and seal this 13<sup>th</sup> day of June, 1989.

Judith A. Money  
Signature  
JUDITH A. MONEY  
Printed  
NOTARY PUBLIC

My Commission Expires: 12/15/89  
County of Residence: Marion

This instrument was prepared by Stephen D. Mears, Attorney at Law,  
KLINEMAN, ROSE, WOLF AND WALLACK, 2100 First Indiana Plaza,  
Indianapolis, Indiana 46204 (317) 264-5000.

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METROPOLITAN DEVELOPMENT COMMISSION  
OF MARION COUNTY, INDIANA

Resolution No. 83-R-58, 1983

WHEREAS, pursuant to I.C. 36-7-4-1014(c)(3) the Metropolitan Development Commission is empowered to enforce covenants made in connection with the platting of a subdivision that is approved by the Plat Committee; and

WHEREAS, heretofore the Plat Committee has followed a policy adopted by the Metropolitan Development Commission on January 9, 1963, which policy has provided a right of enforcement of such covenants in the Metropolitan Development Commission by including such right in the enforcement paragraph of the covenants of all final plats; and

WHEREAS, some of the covenants contained in final approved plats are actually private agreements between private property owners, and the Metropolitan Development Commission has no interest in enforcing such private covenants; and

WHEREAS, the Commission desires to amend its policy to provide that it will enforce only certain covenants that are made a part of a final approved plat;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The following language will be included in all final plats approved by the Plat Committee:

"The Metropolitan Development Commission, its successors and assigns, shall have no right, power or authority, to enforce any covenants, commitments, restrictions or other limitations contained in 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 provisions of the subdivision control ordinance, 58-AO-3, as amended, or any conditions attached to approval of this plat by the Plat Committee."

2. The policy expressed in this Resolution shall replace and supercede the policy adopted relative to the enforcement of plat covenants by the Commission on July 9, 1963.

Dated: December 7, 1983

  
ROBERT SAMUELSON, PRESIDENT  
METROPOLITAN DEVELOPMENT COMMISSION

APPROVED AS TO LEGAL FORM AND  
ADEQUACY THIS 16th day of  
November, 1983.

  
James B. Burroughs  
Chief Counsel, Economic Development

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CROSS REFERENCE

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FIRST AMENDED  
DECLARATION OF RESTRICTIONS  
FOR BRADFORD CREEK

BETH CLAUSLIN  
MARION COUNTY RECORDER

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a

THIS DECLARATION, made this 30th day of April, 1990, by Bradford Group, Inc. (hereinafter referred to as the "Developer") amending that certain Declaration recorded June 16, 1989 as Instrument No. 89-57333 in the Office of the Recorder of Marion County, Indiana;

WITNESSETH

CROSS REFERENCE

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Section 1 and Bradford Pointe, Section 2A (hereinafter referred to as the "Development") and as more particularly described on the plat thereof as Instrument Nos. 89-005510 and 90-0043761 recorded in the office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within the entire development.

1. DEFINITIONS. The following are the definitions of the terms

Exhibit "A" NOT Attached  
AT TIME OF RECORDING

1

FILED  
MAY 23 1990  
LAWRENCE TOWN  
ASSESSOR

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A. "Committee" shall mean the Bradford Creek Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the Development is developed.

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residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

D. All streets in the Development shall be dedicated to the public.

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D. Landscaping, Mailboxes and Post Lamps. Each lot shall have a planting and mulching plan approved by the Committee. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18"); and a minimum of two (2) trees, with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental or evergreens trees at least six feet (6') in height.

Mailboxes and post lamps are required to be installed by the builder on each lot and shall be uniform. The approved post lamp shall be Thomas 6L-9045-1 on a black post. The approved mailbox shall be Caporale medium custom on a 6" by 4" post.

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**E. Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12 in Bradford Creek, Section 1 and 5/12 in Bradford Pointe, Section 2A. There shall be a separation of two (2) lots before a house type and elevation or color shall be repeated. The same house type and elevation or color cannot be located directly across the street from one another.

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**K. Prohibition of Used Structures.** All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

**L. Maintenance of Lots and Improvements.** The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

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(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

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F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be limited to mulch or bark trails for access. No vehicles (motorized or

non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. 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.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for

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themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

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

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be

CHICAGO TITLE

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held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

304 IN TESTIMONY WHEREOF, witness the signature of the Declarant this day of April, 1990.

THE BRADFORD GROUP, INC.

By: James L. Brothers  
James L. Brothers  
President

ATTEST:

APPROVED  
CMD-DDS BY D. Gilman

STATE OF INDIANA )  
COUNTY OF MARION ) SS:

S-23-90

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that partnership.

Witness my hand and seal this 30th day of April, 1990.

Judith A. Mowey  
Signature  
Judith A. Mowey  
Printed  
NOTARY PUBLIC

My Commission Expires: 12/15/93  
County of Residence: MARION

FILED  
MAY 23 1990  
LAWRENCE TOWNSHIP  
ASSESSOR

CHICAGO TITLE

This instrument was prepared by Stephen D. Hears, Attorney at Law, MEARS, TUCKER & EICHHOLTZ, Meridian Centre-Fourth Floor, 50 S. Meridian Street, Indianapolis, Indiana 46204 (317) 264-4040.

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**CROSS REFERENCE**

JOHN R. VON ARX  
MARION COUNTY AUDITOR

APR 25 91 10:00 57

**SECOND AMENDED  
DECLARATION OF RESTRICTIONS  
FOR BRADFORD CREEK**

910038506

38/10

THIS DECLARATION, made this 22<sup>nd</sup> day of April, 1991, by The Bradford Group, Inc. (hereinafter referred to as the "Developer") amending that certain First Amended Declaration recorded April 30, 1989 as Instrument No. 90-80432 and correcting Instrument No. 90-80432 by attaching the legal description (Exhibit "A") and correcting the name "The Bradford Group, Inc." on page 1 and adding Paragraph 13, in the Office of the Recorder of Marion County, Indiana;

**WITNESSETH**

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Section 1 and Bradford Pointe, Section 2A (hereinafter referred to as the "Development") and as more particularly described on the plat thereof as Instrument Nos. 89-005510 and 90-0043761 recorded in the office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not

PL 341

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plat and therefore include more than a maximum of 225 residential lots within the entire development.

1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Bradford Creek Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the Development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. Approvals, determinations, permissions, or consents required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. **CHARACTER OF THE DEVELOPMENT.**

A. **In General.** Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceedings before the Metropolitan Development Commission of Marion County, Indiana, under Docket Nos. 87-2-116 and 89-2-63. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

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B. Prohibited Improvements. No sheds, outbuildings, above ground pools, antennae, satellite disks, solar panels, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any lot.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1200 square feet of living area, except for lots 58 through 68 and 71 through 102, which shall contain no less than 1000 square feet.

B. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

(ii) Side Yards. The side yard setback lines shall not be less than 10 feet from the side line of the lot on one side and 6 feet from the side line of the lot on the other side.

(iii) Rear Yards. The rear setback line shall be at least 20 feet from the rear lot line.

C. Fences and Tree Preservation. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

D. Landscaping, Mailboxes and Post Lamps. Each lot shall have a planting and mulching plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18"); and a minimum of two (2) trees, with shade trees at least two and

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one-quarter inches (2 1/4") in caliper and ornamental or evergreens trees at least six feet (6') in height.

Mailboxes and post lamps are required to be installed by the builder on each lot and shall be uniform. The approved post lamp shall be Thomas SL-9045-1 on a black post. The approved mailbox shall be Caporale medium custom on a 6" by 4" post.

**E. Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12. There shall be a separation of two (2) lots before a house type and elevation or color shall be repeated. The same house type and elevation or color cannot be located directly across the street from one another.

**F. Committee Approval.** All houses in the development shall be first approved by the Committee. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme. All fences, awnings, lawn ornaments, additions and other improvements shall be approved by the Committee prior to erection.

**G. Garages Required.** All residential dwellings in the Development shall include an enclosed, two (2) car garage.

**H. Heating Plants.** Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

**I. Diligence in Construction.** Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

**J. Sales of Lots by Developer.** Every lot within the Development shall be sold to an approved builder or developed by the Developer.

**K. Prohibition of Used Structures.** All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

**L. Maintenance of Lots and Improvements.** The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or

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improvements from becoming unsightly; and, specifically, such Owner shall:

(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

5. GENERAL PROHIBITIONS.

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be

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permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the time when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

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The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be limited to mulch or bark trails for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these Restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, now, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. 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.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to

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each and every restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

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

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. LIEN OF ASSESSMENT.

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any

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finer duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

(a) Tax liens on the lot in favor of any assessing unit or special district; and

(b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

*2nd* IN TESTIMONY WHEREOF, witness the signature of the Declarant this 2nd day of April, 1991.

THE BRADFORD GROUP, INC.

By: James L. Brothers  
James L. Brothers  
President

ATTEST:

Stephen Murray

CHICAGO TITLE

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STATE OF INDIANA }  
COUNTY OF MARION } SS:

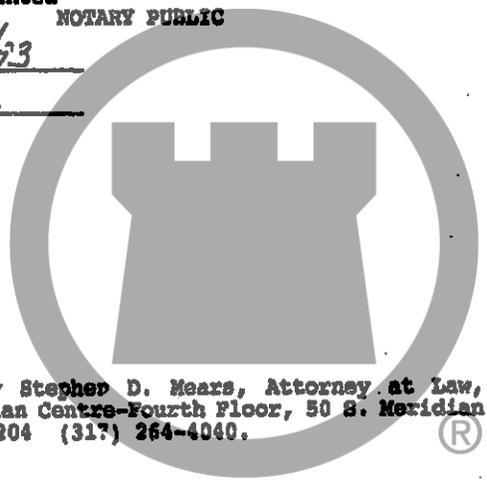
Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that partnership.

Witness my hand and seal this 22 day of April, 1991.

*Audith A. Mone*  
Signature  
AUDITH A. MONE  
Printed

NOTARY PUBLIC

My Commission Expires: 12/15/93  
County of Residence: Marion



This instrument was prepared by Stephen D. Mears, Attorney at Law, MEARS, TUCKER & RICHOLTS, Meridian Centre-Fourth Floor, 50 S. Meridian Street, Indianapolis, Indiana 46204 (317) 264-4040. ®

CHICAGO TITLE

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**BRADFORD POINTE  
SECTION 2A**

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Section; thence North 89 degrees 13 minutes 59 seconds East (assumed bearing) along the North line of said Quarter Section 320.16 feet; thence South 00 degrees 10 minutes 21 seconds East 200.00 feet; thence South 49 degrees 03 minutes 59 seconds West 111.06 feet; thence South 25 degrees 03 minutes 36 seconds West 245.97 feet; thence South 50 degrees 08 minutes 10 seconds East 196.39 feet; thence North 85 degrees 40 minutes 37 seconds East 56.35 feet; thence South 22 degrees 12 minutes 26 seconds East 214.66 feet to a point on a curve concave southeasterly, the radius point of said curve being South 22 degrees 12 minutes 26 seconds East 200.00 feet from said point; thence southwesterly along said curve 94.94 feet to a second point on said curve the radius point being South 49 degrees 24 minutes 24 seconds East 200.00 feet from said point; thence South 52 degrees 16 minutes 22 seconds East 4.75 feet; thence South 37 degrees 43 minutes 38 seconds West 214.40 feet; thence North 52 degrees 57 minutes 45 seconds West 80.00 feet; thence North 85 degrees 10 minutes 55 seconds West 71.47 feet; thence South 64 degrees 50 minutes 36 West 307.28 feet to a point on the West line of said Quarter Section; thence North 00 degrees 10 minutes 21 seconds West along said West line 1113.84 feet to the place of beginning containing 11.451 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 28 lots numbered 38-65 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

**CERTIFIED:**

David J. Stoeppelwerth  
Registered Land Surveyor  
S0474

11430S2A/METES  
03/02/90  
03/16/90

CHICAGO TITLE

EXHIBIT "A"  
(Page 1 of 2)

310038506

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

**BRADFORD CREEK  
SECTION I**

A part of the Northeast Quarter of Section 27 Township 17 North Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet to the Point of Beginning; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West 331.16 feet; thence North 74 degrees 07 minutes 45 seconds West 307.75 feet; thence North 02 degrees 06 minutes 01 seconds West 353.14 feet; thence North 41 degrees 41 minutes 00 seconds East 187.85 feet; thence North 32 degrees 53 minutes 59 seconds East 315.00 feet; thence North 89 degrees 13 minutes 59 seconds East 29.68 feet; thence North 00 degrees 46 minutes 01 seconds West 150.00 feet; thence North 10 degrees 38 minutes 25 seconds West 55.46 feet; thence North 00 degrees 10 minutes 21 seconds West 300.00 feet; thence North 89 degrees 13 minutes 59 seconds East along the north line of said Quarter Section 322.80 to the place of beginning containing 14.154 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.



EXHIBIT "A"  
(Page 2 of 2)  
**CHICAGO TITLE**

910038506

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**FILED**  
SEP 23 1992  
LAWRENCE TOWNSHIP  
ASSESSOR

CROSS REFERENCE  
920125422

**FOURTH AMENDED  
DECLARATION OF RESTRICTIONS  
FOR BRADFORD CREEK**

37<sup>00</sup> 11  
14  
SEP 23 20 27 34  
JOHN R. VON ARX  
MARION COUNTY RECORDER

THIS DECLARATION, made this 15<sup>th</sup> day of Sept., 1992, by The Bradford Group, Inc. (hereinafter referred to as the "Developer") amending that certain Third Amended Declaration recorded May 11, 1992 as Instrument No. 92-58311, in the Office of the Recorder of Marion County, Indiana;

WITNESSETH:

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Sections 1 and 4 and Bradford Pointe, Sections 2A, 3A and 3B hereinafter referred to as the "Development") and as more particularly described on the plat thereof as Instrument Nos. 89-55510, 90-43761, 92-58311 and 92-012-5422 recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within the entire development.

- 1. DEFINITIONS. The following are the definitions of the terms as they are used in

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1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Bradford Creek Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the Development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, with respect to the Developer or the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. **CHARACTER OF THE DEVELOPMENT.**

A. **In General.** Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceedings before the Metropolitan Development Commission of Marion County, Indiana, under Docket Nos. 87-Z-116 and 89-Z-63. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. **Prohibited Improvements.** No sheds, outbuildings, above ground pools, antennae, satellite disks, solar panels, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any lot.

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C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1200 square feet of living area

B. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

(ii) Side Yards. The side yard setback lines shall not be less than 6 feet from any side lot line on one side with a combined aggregate of 16 feet for both sides. However, in Section 4 of Bradford Creek and Sections 3A and 3B of Bradford Pointe the side yard setback may be only 5 feet per side with a minimum of 10 feet between units.

(iii) Rear Yards. The rear setback line shall be at least 20 feet from the rear lot line.

C. Fences and Tree Preservation. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

D. Landscaping, Mailboxes and Post Lamps. Each lot shall have a planting and mulching plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18"); and a minimum of two (2) trees, with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental or evergreens trees at least six feet (6') in height.

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Mailboxes and post lamps are required to be installed by the builder on each lot and shall be uniform. The approved post lamp shall be Thomas SL-9045-1 on a black post. The approved mailbox shall be Caporale medium custom on a 6" by 4" post.

E. Exterior Construction. The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12. There shall be a separation of two (2) lots before a house type and elevation or color shall be repeated. The same house type and elevation or color cannot be located directly across the street from one another.

F. House Approval. All houses in the development shall first be approved by the Developer or its designee.

G. Committee Approval. All fences, awnings, additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

H. Garages Required. All residential dwellings in the Development shall include an enclosed, two (2) car garage.

I. Heating Plants. Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

J. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

K. Sales of Lots by Developer. Every lot within the Development shall be sold to an approved builder or developed by the Developer.

L. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

M. Maintenance of Lots and Improvements. The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

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- (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Cut down and remove dead trees.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

**4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.**

**A. Outside Toilets.** No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

**B. Construction of Sewage Lines.** All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

**5. GENERAL PROHIBITIONS.**

**A. In General.** No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

**B. Signs.** No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

**C. Animals.** No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

**D. Vehicle Parking.** No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

**E. Garbage and Other Refuse.** No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

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F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be limited to mulch or bark trails for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall

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be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. 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.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the

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lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

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

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. LIEN OF ASSESSMENT.

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

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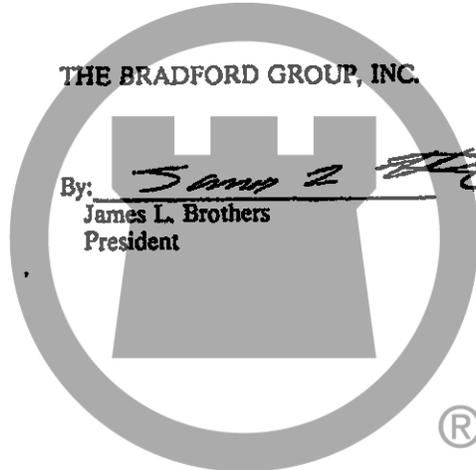
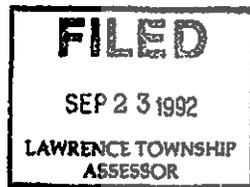
The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this  
15<sup>th</sup> day of Sept., 1992.

THE BRADFORD GROUP, INC.

By:

James L. Brothers  
James L. Brothers  
President



CHICAGO TITLE

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BRADFORD CREEK  
SECTION I

A part of the Northeast Quarter of Section 27 Township 17 North Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet to the Point of Beginning; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West 331.16 feet; thence North 74 degrees 07 minutes 45 seconds West 307.75 feet; thence North 02 degrees 06 minutes 01 seconds West 353.14 feet; thence North 41 degrees 41 minutes 00 seconds East 187.85 feet; thence North 32 degrees 53 minutes 59 seconds East 315.00 feet; thence North 89 degrees 13 minutes 59 seconds East 29.68 feet; thence North 00 degrees 46 minutes 01 seconds West 150.00 feet; thence North 10 degrees 38 minutes 25 seconds West 55.46 feet; thence North 00 degrees 10 minutes 21 seconds West 300.00 feet; thence North 89 degrees 13 minutes 59 seconds East along the north line of said Quarter Section 322.80 to the place of beginning containing 14.154 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

CHICAGO TITLE

EXHIBIT "A"

(Page 1 of 4)

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BRADFORD CREEK

Section 4

Exhibit "A"

A part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section, said line also being the East line of Bradford Creek, Section 1 recorded as Instrument No. 89-55510, in the Office of the Recorder of Marion County, Indiana, 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West along the South line of said Bradford Creek, Section 1, 331.16 feet to the POINT OF BEGINNING; thence South 00 degrees 28 minutes 07 seconds East 455.75 feet to a point on the North line of Hidden Creek at Geist, Section 1, recorded as Instrument No. 87-131435, in the Office of the Recorder of Marion County, Indiana; the following 30 courses being along the North line of said Hidden Creek at Geist, Section 1: 1) South 60 degrees 40 minutes 00 seconds West 30.63 feet; 2) South 62 degrees 47 minutes 30 seconds West 118.32 feet; 3) North 62 degrees 07 minutes 21 seconds West 34.00 feet; 4) North 18 degrees 05 minutes 00 seconds West 58.00 feet; 5) South 83 degrees 43 minutes 01 seconds West 90.00 feet; 6) South 25 degrees 35 minutes 54 seconds West 34.69 feet; 7) South 45 degrees 00 minutes 00 seconds West 32.00 feet; 8) South 20 degrees 45 minutes 00 seconds West 66.00 feet; 9) South 85 degrees 15 minutes 00 seconds West 65.00 feet; 10) North 36 degrees 39 minutes 21 seconds West 57.78 feet; 11) North 28 degrees 21 minutes 32 seconds West 110.13 feet; 12) North 25 degrees 25 minutes 00 seconds West 65.00 feet; 13) North 58 degrees 36 minutes 03 seconds West 69.39 feet; 14) North 53 degrees 06 minutes 05 seconds West 49.80 feet; 15) North 88 degrees 50 minutes 00 seconds West 33.00 feet; 16) South 39 degrees 55 minutes 00 seconds West 60.00 feet; 17) South 02 degrees 16 minutes 21 seconds West 158.31 feet; 18) South 47 degrees 35 minutes 00 seconds West 34.00 feet; 19) North 72 degrees 25 minutes 00 seconds West 40.00 feet; 20) North 35 degrees 30 minutes 00 seconds West 58.00 feet; 21) South 65 degrees 15 minutes 29 seconds West 22.46 feet; 22) South 47 degrees 00 minutes 49 seconds West 26.04 feet; 23) North 74 degrees 53 minutes 46 seconds West 50.51 feet; 24) North 21 degrees 52 minutes 01 seconds West 19.37 feet; 25) North 12 degrees 42 minutes 35 seconds West 110.44 feet; 26) North 66 degrees 40 minutes 00 seconds West 42.00 feet; 27) South 80 degrees 35 minutes 00 seconds West 52.00 feet; 28) South 46 degrees 32 minutes 04 seconds West 81.51 feet; 29) South 41 degrees 10 minutes 00 seconds West 48.00 feet; 30) South 30 degrees 37 minutes 49 seconds West 36.43 feet; thence North 00 degrees 10 minutes 21 seconds West 482.90 feet; thence North 78 degrees 37 minutes 15 seconds East 250.75 feet; thence South 11 degrees 22 minutes 45 seconds East 25.00 feet; thence North 78 degrees 37 minutes 15 seconds East 182.26 feet; thence South 81 degrees 37 minutes 45 seconds East 256.45 feet; thence North 61 degrees 43 minutes 00 seconds East 137.55 feet to the Southwest corner of Bradford Creek, Section 1; thence South 74 degrees 07 minutes 45 seconds East along the South line of said Bradford Creek, Section 1, 307.75 feet to the place of beginning.

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

**BRADFORD POINTE  
SECTION 2A**

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Section; thence North 89 degrees 13 minutes 59 seconds East (assumed bearing) along the North line of said Quarter Section 520.16 feet; thence South 00 degrees 10 minutes 21 seconds East 200.00 feet; thence South 49 degrees 03 minutes 59 seconds West 111.06 feet; thence South 25 degrees 03 minutes 36 seconds West 246.97 feet; thence South 50 degrees 08 minutes 10 seconds East 196.39 feet; thence North 85 degrees 40 minutes 37 seconds East 56.35 feet; thence South 22 degrees 12 minutes 26 seconds East 214.66 feet to a point on a curve concave southeasterly, the radius point of said curve being South 22 degrees 12 minutes 26 seconds East 200.00 feet from said point; thence southwesterly along said curve 94.94 feet to a second point on said curve the radius point being South 49 degree 24 minutes 24 seconds East 200.00 feet from said point; thence South 52 degrees 16 minutes 22 seconds East 4.75 feet; thence South 37 degrees 43 minutes 38 seconds West 214.40 feet; thence North 52 degrees 57 minutes 45 seconds West 80.00 feet; thence North 85 degrees 10 minutes 55 seconds West 71.47 feet; thence South 64 degrees 50 minutes 36 West 307.28 feet to a point on the West line of said Quarter Section; thence North 00 degrees 10 minutes 21 seconds West along said West line 1113.84 feet to the place of beginning containing 11.451 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 28 lots numbered 38-65 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

CERTIFIED:

David J. Stoepelwerth  
Registered Land Surveyor  
S0474



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03/02/90  
03/16/90

CHICAGO TITLE

EXHIBIT "A"

(Page 3 of 4)

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BRADFORD POINTE

Sections 3A & 3B

Exhibit attached to and forming a part of commitment number: F012159  
Continuation of SCHEDULE A

Legal Description

A part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Section; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Quarter Section, said line also being the West line of Bradford Pointe, Section 2A, recorded as Instrument No. 900043761, in the Office of the Recorder of Marion County, Indiana, 1113.84 feet to the Southwest corner of said Bradford Pointe, Section 2A; said point also being the Point of Beginning for this description; the following four courses being along the Southerly line of said Bradford Pointe, Section 2A; (1) North 64 degrees 50 minutes 36 seconds East 307.28 feet; (2) South 85 degrees 10 minutes 55 seconds East 71.48 feet; (3) South 52 degrees 57 minutes 45 seconds East 80.00 feet; (4) North 37 degrees 43 minutes 38 seconds East 214.40 feet; thence leaving the said Southerly line of Bradford Pointe, Section 2A, South 52 degrees 16 minutes 22 seconds East 35.00 feet to a point on a curve concave Southwesterly, the radius point of said curve being South 37 degrees 43 minutes 38 seconds West 225.00 feet from said point; thence Southeasterly along said curve 99.81 feet to a point on said curve, the radius point being South 63 degrees 08 minutes 41 seconds West 225.00 feet from said point; thence North 63 degrees 08 minutes 41 seconds East 76.68 feet; thence South 85 degrees 16 minutes 22 seconds East 290.58 feet; thence South 00 degrees 10 minutes 21 seconds East 851.21 feet to a point on the North line of Hidden Creek at Gelst, Section 1, as per plat thereof, recorded as Instrument No. 87-131435, in the Office of the Recorder of Marion County, Indiana, the next twenty-five calls being along said North line of Hidden Creek at Gelst, Section 1; (1) South 30 degrees 37 minutes 49 seconds West 69.26 feet; (2) North 84 degrees 55 minutes 00 seconds West 57.00 feet; (3) North 37 degrees 45 minutes 00 seconds West 58.00 feet; (4) North 02 degrees 39 minutes 35 seconds East 116.37 feet; (5) North 58 degrees 30 minutes 00 seconds West 23.00 feet; (6) South 83 degrees 20 minutes 00 seconds West 28.00 feet; (7) South 40 degrees 35 minutes 00 seconds West 27.00 feet; (8) South 16 degrees 20 minutes 00 seconds West 35.00 feet; (9) South 65 degrees 40 minutes 35 seconds West 34.55 feet; (10) North 66 degrees 00 minutes 00 seconds West 40.00 feet; (11) North 79 degrees 25 minutes 19 seconds West 42.35 feet; (12) North 79 degrees 35 minutes 00 seconds West 24.00 feet; (13) North 56 degrees 56 minutes 38 seconds West 63.52 feet; (14) South 66 degrees 25 minutes 00 seconds West 33.00 feet; (15) South 54 degrees 55 minutes 00 seconds West 55.00 feet; (16) South 82 degrees 26 minutes 43 seconds West 11.96 feet; (17) North 36 degrees 57 minutes 39 seconds West 105.64 feet; (18) North 63 degrees 53 minutes 38 seconds West 19.39 feet; (19) North 80 degrees 35 minutes 00 seconds West 80.00 feet; (20) North 52 degrees 40 minutes 00 seconds West 200.00 feet; (21) North 80 degrees 45 minutes 00 seconds West 150.46 feet; (22) North 00 degrees 10 minutes 21 seconds West 47.00 feet; (23) North 06 degrees 15 minutes 00 seconds East 105.00 feet; (24) North 10 degrees 35 minutes 00 seconds West 83.00 feet; (25) North 52 degrees 53 minutes 46 seconds West 67.02 feet; to a point on the West line of said Quarter Section thence leaving the said North line of Hidden Creek at Gelst, Section 1, North 00 degrees 10 minutes 21 seconds West on said West line 102.70 feet to the place of beginning.

EXHIBIT "A"

(Page 4 of 4)

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FIFTH AMENDED  
DECLARATION OF RESTRICTIONS  
FOR BRADFORD CREEK

THIS DECLARATION, made this 5 day of May, 1993 by The Bradford Group, Inc. (hereinafter referred to as the "Developer") amending that certain Fourth Amended Declaration recorded September 23, 1992 as Instrument No. 92-125422 in the Office of the Recorder of Marion County, Indiana;

WITNESSETH:

WHEREAS, the Developer desires to amend the Declaration to include Bradford Creek, Section 5 and to modify the side yard requirements of paragraph 3. B. (1); and

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Sections 1, 4 and 5; and Bradford Pointe, Sections 2A, 3A and 3B hereinafter referred to as the "Development") and as more particularly described on the plat thereof as Instrument Nos. 84-55510, 90-43761, 92-58311, 92-125425 and 93-0053152 recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within the entire development.

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Inst # 1993-0053151

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1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Bradford Creek Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the Development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, with respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by its members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation or its assigns, or persons acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding persons having such interest merely as security for the performance of an obligation.

2. **CHARACTER OF THE DEVELOPMENT**

A. **In General.** Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceedings before the Metropolitan Development Commission of Marion County, Indiana, under Docket Nos. 87-Z-116 and 89-Z-63. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. **Prohibited Improvements.** No sheds, outbuildings, above ground pools, antennae, satellite disks, solar panels, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any lot.

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**C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited.** No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

**3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.**

**A. Minimum Living Space Areas.** The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1200 square feet of living area.

**B. Residential Setback Requirements.**

(i) **Front Setbacks.** Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

(ii) **Side Yards.** Generally, the side yard setback lines shall not be less than 10 feet from the side line of the lot on one side and 6 feet from the side line of the lot on the other side. Except however, in Section 4 of Bradford Creek and Sections 3A and 3B of Bradford Pointe the side yard setback may be only 5 feet per side with a minimum of 10 feet between units; and in Section 5 of Bradford Creek the side yard setback may be only 5 feet per side with a minimum of 10 feet between units.

(iii) **Rear Yards.** The rear setback line shall be at least 20 feet from the rear lot line.

**C. Fences and Tree Preservation.** In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

**D. Landscaping, Mailboxes and Post Lamps.** Each lot shall have a planting and mulching plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18"); and a minimum of two (2) trees, with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental or evergreens trees at least six feet (6') in height.

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Mailboxes and post lamps are required to be installed by the builder on each lot and shall be uniform. The approved post lamp shall be Thomas SL-9045-1 on a black post. The approved mailbox shall be Caporale medium custom on a 6" by 4" post.

**B. Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12. There shall be a separation of two (2) lots before a house type and elevation or color shall be repeated. The same house type and elevation or color cannot be located directly across the street from one another.

**F. House Approval.** All houses in the development shall first be approved by the Developer or its designee.

**G. Committee Approval.** All fences, awnings, additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

**H. Garages Required.** All residential dwellings in the Development shall include an enclosed, two (2) car garage.

**I. Heating Plants.** Every house in the Development must contain a heating plant installed in compliance with the required codes and capable of providing adequate heat for year-round human habitation of the house.

**J. Diligence in Construction.** Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

**K. Sales of Lots by Developer.** Every lot within the Development shall be sold to an approved builder or developed by the Developer.

**L. Prohibition of Used Structures.** All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

**M. Maintenance of Lots and Improvements.** The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

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(i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.

(ii) Remove all debris or rubbish.

(iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.

(iv) Cut down and remove dead trees.

(v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

**4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.**

**A. Outside Toilets.** No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

**B. Construction of Sewage Lines.** All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

**5. GENERAL PROHIBITIONS.**

**A. In General.** No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

**B. Signs.** No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

**C. Animals.** No animals shall be kept or maintained on any lot in the Development, except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

**D. Vehicle Parking.** No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

**E. Garbage and Other Refuse.** No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

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**F. Fuel Storage Tanks and Trash Receptacles.** Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

**G. Model Homes.** No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

**H. Temporary Structures.** No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

**I. Ditches and Swales.** It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

**J. Utility Services.** No utility services shall be installed under finished streets except by jacking, drilling or boring.

**K. Wells and Septic Tanks.** No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

#### **6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.**

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be limited to muck or bark trails for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall

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be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

## 7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedure are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. 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.

## 8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the

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lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

**9. TITLES.**

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

**10. DURATION.**

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

**11. AMENDMENT.**

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

**12. SEVERABILITY.**

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

**13. LIEN OF ASSESSMENT.**

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

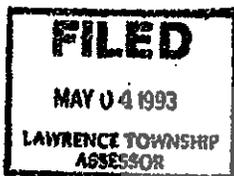
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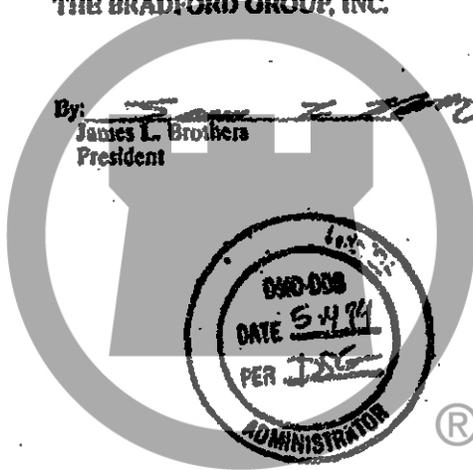
The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this  
2 day of May, 1993.



THE BRADFORD GROUP, INC.

By:   
James L. Brothers  
President



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STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that partnership.

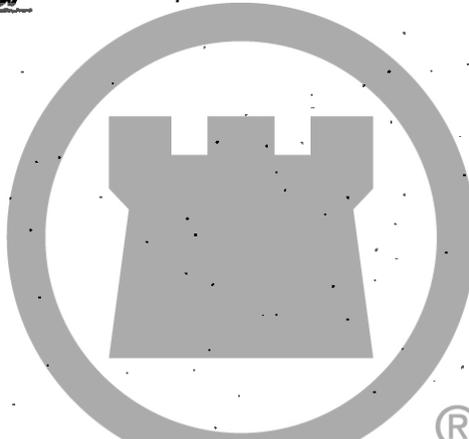
Witness my hand and seal this 1<sup>st</sup> day of May, 1972.

Curtis C. Huff  
Signature  
CURTIS C. HUFF  
Printed



My Commission Expires: 2-4-94

County of Residence: MARION



This instrument was prepared by Stephen D. Mears, Attorney at Law, 8395 Keystone Crossing,  
Suite 100, Indianapolis, Indiana 46240  
(317) 253-5115.

BradCreek 4th Dec.

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NOTE: we are unable to locate the 3rd amendment; reference on amendment 4 is not correct

**BRADFORD CREEK  
SECTION 3**

A part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section, said line also being the East line of Bradford Creek, Section 1 recorded as Instrument #890035510 in the Office of the Recorder of Marion County, Indiana, 1336.17 feet; thence South 87 degrees 23 minutes 31 seconds West along the South line of said Bradford Creek, Section 1 331.16 feet; thence North 74 degrees 07 minutes 45 seconds West along the South line of said Bradford Creek, Section 1 and also the North line of Bradford Creek, Section 4 recorded as Instrument #920058311 in the Office of the Recorder of Marion County, Indiana 307.75 feet to the POINT OF BEGINNING; (the following five (5) courses being along the northern boundary of Section 4): (1) thence South 61 degrees 43 minutes 00 seconds West 137.55 feet; (2) thence North 81 degrees 37 minutes 45 seconds West 256.45; (3) thence South 78 degrees 37 minutes 15 seconds West 182.26 feet; (4) thence North 11 degrees 21 minutes 43 seconds West 23.00 feet; (5) thence South 78 degrees 37 minutes 15 seconds West 250.75 feet to the Northwest corner of said Bradford Creek, Section 4; thence North 00 degrees 10 minutes 21 seconds West along the East boundary of Bradford Pointe, Section 3A recorded as Instrument #920137236 in the Office of the Recorder of Marion County, Indiana 368.32 feet to the Northeast corner of said Bradford Pointe, Section 3A; thence North 49 degrees 12 minutes 11 seconds East 210.48 feet; thence North 54 degrees 04 minutes 59 seconds East 193.18 feet; thence North 71 degrees 04 minutes 20 seconds East 339.51 feet; thence South 57 degrees 46 minutes 01 seconds East 170.00 feet to the point of curvature of a curve concave Northwest, the radius point of said curve being North 57 degrees 46 minutes 01 seconds West 225.00 feet from said point; thence southwesterly along said curve 19.93 feet to the point of tangency of said curve, the radius point of said curve being North 52 degrees 41 minutes 14 seconds West 225.00 feet from said point; thence South 52 degrees 41 minutes 14 seconds East 137.71 feet; the following two courses being along the western line of the aforesaid Bradford Creek, Section 1; (1) thence South 41 degrees 41 minutes 00 seconds West 130.01 feet; thence South 02 degrees 06 minutes 01 seconds East 353.14 feet to the place of beginning containing 10.521 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

EXHIBIT "A"

REGISTERED



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10

SIXTH AMENDED  
DECLARATION OF RESTRICTIONS  
FOR BRADFORD CREEK

RECORDED  
NOV 11 1993  
MARION COUNTY, INDIANA

THIS DECLARATION, made this 5<sup>th</sup> day of November, 1993 by The Bradford Group, Inc. (hereinafter referred to as the "Developer") amending that certain Fifth Amended Declaration recorded Nov 11<sup>th</sup>, 1993 as Instrument No. 93-0053151 in the Office of the Recorder of Marion County, Indiana;

WITNESSETH:

WHEREAS, the Developer desires to amend the Declaration to include Bradford Creek, Section 6; and

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Sections 1, 4, 5 and 6; and Bradford Pointe, Sections 2A, 3A and 3B hereinafter referred to as the "Development") and as more particularly described on the plat thereof as Instrument Nos. 89-55510, 90-43761, 92-58311, 92-125425, 93-53152 and recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within the entire development.

Exhibit "A" missing at time of recording  
M.C. D.B.



Inst # 1993-0167052  
11/08/93 11:31AM JOAN H. RONEIL MARION CTY RECORDER 53J 25.00 PAGE: 10

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1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.

A. "Committee" shall mean the Bradford Creek Development Committee composed of the Developer or three members appointed by the Developer who shall be subject to removal by the Developer at any time. The Developer may, at its sole option, at any time hereafter, relinquish to the Association the power to appoint and remove one or more members of the Committee. The Committee shall terminate at such time as the last lot in the Development is developed.

B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

C. "Lot" shall mean any parcel of residential real estate described by the plat of the Development which is recorded in the office of the Recorder of Marion County, Indiana.

D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, within respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

2. **CHARACTER OF THE DEVELOPMENT.**

A. **In General.** Every numbered lot platted as part of the Development is for residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots except a single family dwelling house. No double occupancy dwelling shall be permitted on any part of the Development. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded Plat shall be used in a manner generally consistent with the zoning and use designated in the plan filed by the Developer in a rezoning proceedings before the Metropolitan Development Commission of Marion County, Indiana, under Docket Nos. 87-Z-116 and 89-Z-63. However, the Developer reserves unto itself the right to change the character of such designated use at any time in the future by applying to the Metropolitan Development Commission and its staff for modifications of the plan, and, where necessary, to apply to any other necessary governmental body for such reclassification, rezoning or variance of use needed to accommodate the Developer's planned use.

B. **Prohibited Improvements.** No sheds, outbuildings, above ground pools, antennae, satellite disks, solar panels, lawn ornaments in side or front yards, nor clothes lines shall be erected or placed on any lot.

C. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed.

3. RESTRICTIONS CONCERNING SIZE, PLACEMENT AND MAINTENANCE OF DWELLING HOUSES AND OTHER STRUCTURES.

A. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the development, exclusive of porches, terraces, garages, carports, accessory buildings or basements, or portions thereof, or similar facilities not modeled and decorated for regular and continuous habitation, shall be designated on the recorded plat within the Development, but shall in no case contain less than 1200 square feet of living area.

B. Residential Setback Requirements.

(i) Front Setbacks. Unless otherwise provided in these Restrictions or on the recorded plat, all dwelling houses and above-grade structures shall be constructed or placed on residential lots in the Development so as to comply with the set-back lines, as established on the plat of the Development.

(ii) Side Yards. Generally, the side yard setback lines shall not be less than 10 feet from the side line of the lot on one side and 6 feet from the side line of the lot on the other side. Except however, in Section 4 of Bradford Creek and Sections 3A and 3B of Bradford Pointe the side yard setback may be only 5 feet per side with a minimum of 10 feet between units; and in Sections 5 and 6 of Bradford Creek the side yard setback may be only 6 feet per side with a minimum of 12 feet between units.

(iii) Rear Yards. The rear setback line shall be at least 20 feet from the rear lot line.

C. Fences and Tree Preservation. In order to preserve the natural quality and aesthetic appearance of the existing geographic areas within the Development, any fence must be approved by the Committee as to size, location, height and composition before it may be installed, and all fences shall be wooden. No live tree with a trunk diameter of 4 inches or more when measured 4 feet above the ground may be removed without the prior written consent of the Committee.

D. Landscaping, Mailboxes and Post Lamps. Each lot shall have a planting and mulching plan approved by the Committee prior to development. Such plan shall include a minimum of six (6) shrubs, with at least one (1) being an ornamental shrub of twenty-four inches (24") or more in size and all other shrubs being a minimum of eighteen inches (18"); and a minimum of two (2) trees, with shade trees at least two and one-quarter inches (2 1/4") in caliper and ornamental or evergreens trees at least six feet (6') in height.

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Mailboxes and post lamps are required to be installed by the builder on each lot and shall be uniform. The approved post lamp shall be Thomas SL-9045-1 on a black post. The approved mailbox shall be Caporale medium custom on a 6" by 4" post.

**E. Exterior Construction.** The finished exterior of every building constructed or placed on any lot in the Development shall be of material other than tar paper, rollbrick siding or any other similar material. No house shall have metal prefabricated flues that extend above the highest roof line. All driveways must be paved with asphalt or concrete. The minimum roof pitch shall be 6/12. There shall be a separation of two (2) lots before a house type and elevation or color shall be repeated. The same house type and elevation or color cannot be located directly across the street from one another.

**F. House Approval.** All houses in the development shall first be approved by the Developer or its designee.

**G. Committee Approval.** All fences, awnings, additions and other improvements shall be approved by the Committee prior to erection. Prior to construction, the builder or Owner shall submit to the Committee a plot plan, print or brochure and a color scheme.

**H. Garages Required.** All residential dwellings in the Development shall include an enclosed, two (2) car garage.

**I. Heating Plants.** Every house in the Development must contain a heating plant installed in compliance with the required code; and capable of providing adequate heat for year-round human habitation of the house.

**J. Diligence in Construction.** Every building whose construction or placement on any residential lot in the Development is begun shall be completed within six (6) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

**K. Sales of Lots by Developer.** Every lot within the Development shall be sold to an approved builder or developed by the Developer.

**L. Prohibition of Used Structures.** All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

**M. Maintenance of Lots and Improvements.** The Owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such Owner shall:

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- (i) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (ii) Remove all debris or rubbish.
- (iii) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (iv) Cut down and remove dead trees.
- (v) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

**4. PROVISIONS RESPECTING DISPOSAL OF SANITARY WASTE.**

A. Outside Toilets. No outside toilets shall be permitted on any lot in the Development (except during a period of construction).

B. Construction of Sewage Lines. All sanitary sewage lines on the residential building lots shall be designed and constructed in accordance with the provisions and requirements of the Marion County Board of Health. No storm water (subsurface or surface) shall be discharged into sanitary sewers.

**5. GENERAL PROHIBITIONS.**

A. In General. No noxious or offensive activities shall be permitted on any lot in the Development, nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any Owner of another lot in the Development.

B. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development, except entry signs and home or lot sales signs.

C. Animals. No animals shall be kept or maintained on any lot in the Development except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

D. Vehicle Parking. No trucks, campers, trailers, boats or similar vehicles shall be parked on any street or on any lot in the Development.

E. Garbage and Other Refuse. No Owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such Owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in subparagraph F below. All houses built in the Development shall be equipped with a garbage disposal unit.

F. **Fuel Storage Tanks and Trash Receptacles.** Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. **Model Homes.** No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. **Temporary Structures.** No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. **Ditches and Swales.** It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. **Utility Services.** No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. **Wells and Septic Tanks.** No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

#### 6. **OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.**

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be limited to mulch or bark trails for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall

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be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. 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.

8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with the Developer, the Association and to and with the Owners and subsequent owners of each of the

lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

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

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. LIEN OF ASSESSMENT.

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

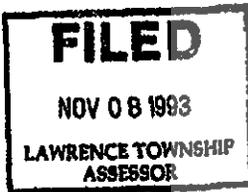
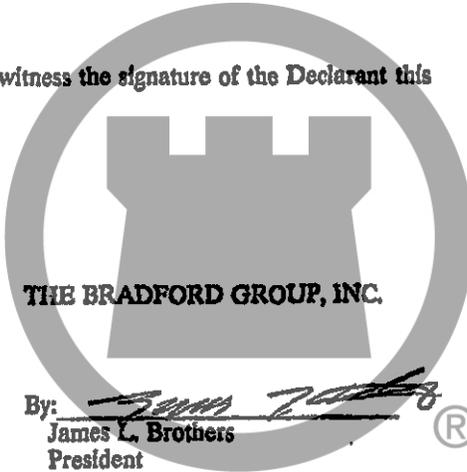
- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

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The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be \$75.00, subject to changes as provided for in the By-Laws of the Association.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this  
5 day of November, 1993.



CHICAGO TITLE

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STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

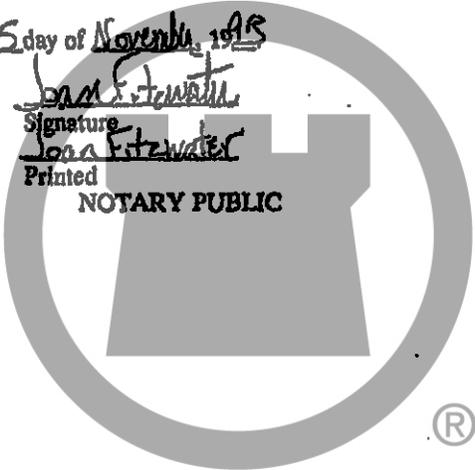
Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc, who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation.

Witness my hand and seal this 5 day of November, 1995

Joan Fitzwater  
Signature  
Joan Fitzwater  
Printed  
NOTARY PUBLIC

My Commission Expires: 10-29-94

County of Residence: Marion



CHICAGO TITLE

This instrument was prepared by Stephen D. Mears, Attorney at Law, 8395 Keystone Crossing,  
Suite 100, Indianapolis, Indiana 46240  
(317) 253-5115.

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SEVENTH AMENDED  
DECLARATION OF RESTRICTIONS  
FOR BRADFORD CREEK

THIS DECLARATION, made this 30 day of November, 1995 by The Bradford Group, Inc. (hereinafter referred to as the "Developer") amending that certain Sixth Amended Declaration recorded November 8, 1993 as Instrument No. 1993-0167052 in the Office of the Recorder of Marion County, Indiana;

WITNESSETH:

WHEREAS, the Developer desires to amend the Declaration to include Bradford Creek, Section 7; and

WHEREAS, the Developer is the owner of all the land contained in the area shown on Exhibit A, attached hereto and made a part hereof, which lands have been subdivided as Bradford Creek, Sections 1, 4, 5, 6 and 7; and Bradford Pointe, Sections 2A, 3A and 3B hereinafter referred to as the "Development" and as more particularly described on the plat thereof as Instrument Nos. 89-55510, 90-43761, 92-58311, 92-125425, 93-53152, 93-0167051 and 93-0182624 recorded in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Developer is about to sell and convey the residential lots situated within the platted areas of the Development and, before doing so, desires to subject and impose upon all real estate within the platted areas of the Development (mutual and beneficial restrictions, covenants, conditions and charges (hereinafter referred to as the "Restrictions") under a general plan or scheme of improvement for the benefit of the lots and lands in the Development and the future owners thereof;

NOW, THEREFORE, the Developer hereby declares that all of the platted lots and lands located within the development as they become platted are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following Restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of said lots and lands in the Development, and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the Restrictions shall run with the land and shall be binding upon the Developer and upon the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property or any part or parts thereof subject to such Restrictions, and shall inure to the benefit of the Developer and every one of the Developer's successors in title to any real estate in the Development. The Developer specifically reserves unto itself the right and privilege, prior to the recording of the plat by the Developer of a particular lot or tract within the Development as shown on Exhibit A, to exclude any real estate so shown from the Development, or to include additional real estate; provided, however, that the Developer may not plat and therefore include more than a maximum of 225 residential lots within

12/02/93 01:03PM JOAN H. ROBERTS MARION CTY RECORDER CJS 07.00 PAGES: 11

Inst # 1993-0182623

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the entire development.

1. **DEFINITIONS.** The following are the definitions of the terms as they are used in this Declaration.

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B. "Association" shall mean the Bradford Creek Homeowners Association, Inc., a not-for-profit corporation.

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D. "Approvals, determinations, permissions, or consents" required herein shall be deemed given if they are given in writing signed, with respect to the Developer of the Association by the President or Vice-President thereof, and with respect to the Committee, by two members thereof.

E. "Owner" shall mean a person, partnership, trust or corporation who has or is acquiring any right, title or interest, legal or equitable, in and to a Lot, but excluding those persons having such interest merely as security for the performance of an obligation.

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F. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at any time, except at the times when refuse collections are being made.

G. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

H. Temporary Structures. No temporary house, trailer, tent, garage or other outbuilding shall be placed or erected on any lot.

I. Ditches and Swales. It shall be the duty of every Owner of every lot in the Development on which any part of an open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said lot as may be reasonably necessary to accomplish the purposes of this subsection. Further, drainage easements shall not be altered in any fashion.

J. Utility Services. No utility services shall be installed under finished streets except by jacking, drilling or boring.

K. Wells and Septic Tanks. No water wells shall be drilled on any of the lots nor shall any septic tanks be installed on any of the lots in the Development, unless public sewer tap-in is unavailable.

#### 6. OWNERSHIP, USE AND ENJOYMENT OF COMMON FACILITIES.

Each common facility depicted on the recorded plat of the Development shall remain private, and neither the Developer's execution or recording of the plat nor the doing of any other act by the Developer is, or is intended to be, or shall be construed as, a dedication to the public of the common facilities. Ownership of the common facilities shall be conveyed in fee simple title, free of financial encumbrances to the Association upon their completion as provided in the Declaration of Covenants, Conditions and Restrictions of Bradford Creek. Such conveyance shall be subject to easements and restrictions of record, and such other conditions as the Developer may at the time of such conveyance deem appropriate. Such conveyance shall be deemed to have been accepted by the Association and those persons who shall from time to time be members thereof upon the recording of a deed or deeds conveying such common facilities to the Association.

The creek and flood plain shall remain in its natural state at all times and be used only by owners and their guests and invitees for passive recreation. Improvements in such areas shall be

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limited to mulch or bark trails for access. No vehicles (motorized or non-motorized) of any type shall be permitted in the creek or flood plain areas. Any alteration of the creek or flood plain shall be first approved by the Indiana Department of Natural Resources and the Department of Public Works of the City of Indianapolis.

## 7. REMEDIES.

A. In General. The Association or any party to whose benefit these Restrictions inure, including the Developer, may proceed at law or in equity to prevent the occurrence or continuation of any violation of these Restrictions, but neither the Developer nor the Association shall be liable for damages of any kind to any person for failing either to abide by, enforce or carry out any of these Restrictions.

B. Delay or Failure to Enforce. No delay or failure on the part of any aggrieved party to invoke any available remedy with respect to a violation of any one or more of these restrictions shall be held to be a waiver by that party (or an estoppel of that party to assert) any right available to him upon the occurrence, recurrence or continuation of such violation or violations of these Restrictions.

C. Enforcement by Metropolitan Development Commission. These Restrictions may be enforced by the Metropolitan Development Commission of Marion County, Indiana, or its successors or assigns, pursuant to whatever powers or procedures are statutorily available to it for such purpose.

D. Association's Right to Perform Certain Maintenance. In the event that the Owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these Restrictions, the Association shall have the right, by and through its agents or employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of the Restrictions. The cost therefore to the Association shall be added to and become a part of the annual charge to which said lot is subject, and may be collected in any manner in which such annual charge may be collected. 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.

## 8. EFFECT OF BECOMING AN OWNER.

The Owners of any lot subject to these Restrictions, by acceptance of a deed conveying title thereto, or the execution of a contract for the purchase thereof, whether from the Developer or a subsequent Owner of such lot, shall accept such deed and execute such contract subject to each and every Restriction and agreement herein contained. By acceptance of such deed or execution of such contract, the Owner acknowledges the rights and powers of the Developer and of the Association with respect to these Restrictions, and also, for themselves, their heirs, personal representatives, successors and assigns, such Owners covenant and agree and consent to and with

the Developer, the Association and to and with the Owners and subsequent owners of each of the lots affected by these Restrictions to keep, observe, comply with and perform such Restrictions and agreements.

9. TITLES.

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

10. DURATION.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years, at which time said covenants and restrictions shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended or changed in whole or in part by vote of those persons who are then the Owners of a majority of the numbered lots in the Development.

11. AMENDMENT.

This Declaration may be amended at any time by an instrument recorded in the Office of the Recorder of Marion County, Indiana, executed by the Association and at least 75% of the lot owners. Modification or waiver of any provisions of this Declaration shall be done one at a time and not as a whole.

12. SEVERABILITY.

Every one of the Restrictions is hereby declared to be independent of, and severable from, the rest of the Restrictions and of and from every other one of the Restrictions, and of and from every combination of the Restrictions. Therefore, if any of the Restrictions shall be held to be invalid or to be unenforceable, or to lack the quality of running with the land, that holding shall be without effect upon the validity, enforceability or "running" quality of any other one of the Restrictions.

13. LIEN OF ASSESSMENT.

All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

- (a) Tax liens on the lot in favor of any assessing unit or special district; and
- (b) All sums unpaid on a first mortgage of record.

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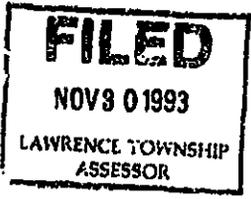
The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property. In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

The initial assessment for Owners in the Development shall be \$75.00, subject to changes as provided for in the By-Laws of the Association.

IN TESTIMONY WHEREOF, witness the signature of the Declarant this  
30 day of November, 1993.



By: James L. Brothers  
James L. Brothers  
President

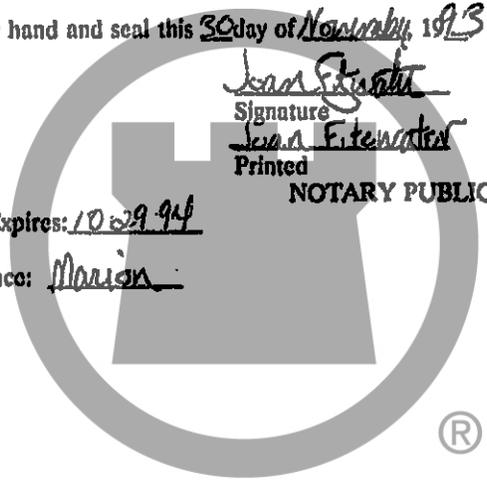


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STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared James L. Brothers, President of The Bradford Group, Inc., who acknowledged the execution of the foregoing Declaration of Restrictions for and on behalf of that corporation.

Witness my hand and seal this 30 day of November, 1993

  
Jean Eitenroten  
Signature  
Jean Eitenroten  
Printed

NOTARY PUBLIC

My Commission Expires: 10-29-94

County of Residence: Marion

CHICAGO TITLE

This instrument was prepared by Stephen D. Mears, Attorney at Law, 8395 Keystone Crossing,  
Suite 100, Indianapolis, Indiana 46240  
(317) 253-5115.

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Bradford Creek  
Section 7

A subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 572.80 feet to the Northwest corner of Bradford Creek, Section 1, Recorded as Instrument #89055510 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Bradford Creek, Section 1 300.00 feet to the Northeast corner of Bradford Creek, Section 6, Recorded as Instrument #93-0167051 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 13 minutes 59 seconds West along the North line of said Bradford Creek, Section 6, said line also being parallel with the North line of said Quarter Section 270.49 feet to the POINT OF BEGINNING; the following (3) courses are along the Western Boundary of said Bradford Creek, Section 6; (1) South 00 degrees 41 minutes 01 seconds East 224.63 feet to a point on a curve concave southeasterly, the radius point of said curve being South 53 degrees 53 minutes 49 seconds East 175.00 feet from said point (2) thence Southwesterly along said curve 11.82 feet to the point of tangency of said curve, the radius point of said curve being South 57 degrees 46 minutes 01 seconds East 175.00 feet from said point (3) South 32 degrees 13 minutes 59 seconds West 175.00 feet to a point on the Northern boundary of Bradford Creek, Section 5 Recorded as Instrument #930053152 in the Office of the Recorder of Marion County, Indiana, the following (4) courses are along the Northern boundary of said Bradford Creek, Section 5 (1) North 57 degrees 46 minutes 01 seconds West 120.00 (2) South 71 degrees 04 minutes 20 seconds West 339.52 feet (3) South 54 degrees 04 minutes 59 seconds West 193.18 feet (4) South 49 degrees 12 minutes 11 seconds West 210.48 feet to the Northeast corner of Bradford Point, Section 3A Recorded as Instrument #920137236 in the Office of the Recorder of Marion County, Indiana, the following (5) courses are along the Northern and Eastern boundary of said Bradford Point, Section 3A (1) North 85 degrees 16 minutes 22 seconds West 312.00 feet (2) North 08 degrees 53 minutes 30 seconds West 133.30 feet (3) North 13 degrees 12 minutes 21 seconds West 50.11 feet (4) North 09 degrees 45 minutes 20 seconds West 146.41 feet (5) South 85 degrees 40 minutes 37 seconds West 89.81 feet to a point on the Boundary of Bradford Point, Section 2A Recorded as Instrument #900043761 in the Office of the Recorder of Marion County, Indiana, the following (4) courses are along the Northern and Eastern boundary of said Bradford Point, Section 2A (1) South 85 degrees 40 minutes 37 seconds West 56.35 feet (2) North 50 degrees 08 minutes 10 seconds West 196.39 feet (3) North 25 degrees 03 minutes 36 seconds East 246.97 feet (4) North 49 degrees 03 minutes 59 seconds East 111.06 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 273.50 feet; thence South 00 degrees 10 minutes 21 seconds East 126.70 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 200.00 feet; thence South 00 degrees 10 minutes 21 seconds East 73.30 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 150.00 feet; thence North 00 degrees 10 minutes 21 seconds West 100.00 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 687.51 feet to the place of beginning containing 15.447 acres more or less, subject to all legal highways, rights-of-way, easements and restriction of record.

EXHIBIT "A"

MTES\143057

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11

**AMENDMENT TO AMENDED DECLARATION OF RESTRICTIONS FOR BRADFORD CREEK**

JOHN P. VON ARX  
THIS AMENDMENT to the Seventh Amended Declaration of Restrictions for Bradford Creek was made on the 9th day of June, 1996.

125027 199245

**WITNESSETH:**

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as Bradford Creek was established upon the recording of a certain "Declaration of Restrictions For Bradford Creek" with the Office of the Marion County Recorder on June 16, 1989, as Instrument No. 89-55511 (hereafter, "Declaration"), together with a Plat for Bradford Creek, Section 1; and

WHEREAS, the original developer of Bradford Creek recorded Plats and several amendments to the Declaration whereby Bradford Creek Sections 4, 5, 6 and 7, and Bradford Pointe Sections 2A, 3A, and 3B were added or annexed to Bradford Creek and were made subject to the terms of the Declaration; and

WHEREAS, the legal description for Bradford Creek is attached hereto as "Exhibit A" which is incorporated herein; and

WHEREAS, the last amendment by the developer was the "Seventh Amended Declaration of Restrictions for Bradford Creek" filed with the Marion County Recorder's Office on December 2, 1993, as Instrument Number 1993-182625; and

WHEREAS, unless otherwise indicated herein, the definitions and terms, as defined and used in the Declaration, shall have the same meaning in this Amendment to the Declaration, and reference is specifically made to Paragraph 1 of the Declaration containing definitions for terms; and

WHEREAS, the Owner of Lots within Bradford Creek wish to amend certain provisions of the Declaration; and

WHEREAS, Paragraph 11 of the Declaration, as amended, states that it may be amended upon the approval of at least seventy-five percent (75%) of the Owners; and

WHEREAS, after written notice was duly given, the Annual Meeting of the Owners and the Bradford Creek Homeowners Association, Inc. (hereafter, "Association") was held on June 9, 1996; and

WHEREAS, one of the purposes of said Annual Meeting as stated in the notice for the meeting was for the Association's members to vote upon the approval of the following Amendments to the Declaration; and

**FILED**  
APR 23 1998  
LAWRENCE TOWNSHIP  
ASSESSOR

DEPT. OF METROPOLITAN DEVELOPMENT  
ADMINISTRATOR  
DATE 4-24-98  
PER [Signature]

05/01/98 04:28PM JOHN H. KIMMEL MARION COUNTY RECORDER JOHN 30.00 PAGE# 11  
Inst # 1998-007630

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WHEREAS, the Owners of more than seventy-five percent (75%) of the Lots voted to amend the Declaration pursuant to the terms below.

NOW, THEREFORE, the Seventh Amended Declaration of Restrictions for Bradford Creek which is applicable to all Owners and residents within Bradford Creek Sections 4, 5, 6 and 7, and Bradford Pointe Sections 2A, 3A, and 3B is amended as follows:

1. Paragraph 2.B. of the Seventh Amended Declaration of Restrictions for Bradford Creek is hereby deleted in its entirety and replaced with the following:

**B. Prohibited Improvements.** No outbuildings (except those which fall under the requirements of Paragraph 2.D.), above ground pools, antennae, satellite dishes in excess of 24" in diameter, solar panels, nor clothes lines shall be erected or placed on any lot. No lawn ornaments shall be placed in the side or front yards.

2. There shall be a new paragraph 2.D added to the 7th Amended Declaration of Restrictions for Bradford Creek as follows:

**D. Mini-Barns.** One-story mini-barns may be constructed with the following provisions: (1) Wood frame construction with wood or vinyl siding; (2) Shingle roof; (3) Exterior wall, trim, & shingle color matching the house; (4) Exterior dimensions may not exceed ten feet by twelve feet (10' x 12'), exterior height may not exceed fifteen feet (15'); (5) Placement should be within eight feet (8') of either the rear easement or nine feet (9') of the rear property line, and eight feet (8') from either side easement or property line. The placement provisions can be changed with prior review and approval of the Architectural Review Board.

3. **Acceptance and Ratification.** The acceptance of a deed of conveyance or the act of occupancy of any one Lot shall constitute a ratification of this Amendment, together with the Declaration (including all amendments), the Association's By-Laws and all amendments thereto, and any rules or regulations adopted pursuant thereto, and all such provisions shall be covenants running with the land and shall bind any person having at any time having any interest or estate in a Lot or the Development as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease.

4. **Certification.** The undersigned officers of the Bradford Creek Homeowners Association, Inc., hereby certify that the signatures of more than seventy-five percent (75%) of the total lots existing in Bradford Creek as of the date of the June 9, 1996 Annual Meeting have been obtained in writing, and further certify that all requirements for and conditions precedent to the Amendment of the Declaration have been fulfilled and satisfied..



**K**

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BRADFORD CREEK  
SECTION 1

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27 Township 17 North Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section, thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet to the Point of Beginning; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West 331.16 feet; thence North 74 degrees 07 minutes 45 seconds West 307.75 feet; thence North 02 degrees 06 minutes 01 seconds West 353.14 feet; thence North 41 degrees 41 minutes 00 seconds East 187.85 feet; thence North 32 degrees 53 minutes 59 seconds East 315.00 feet; thence North 89 degrees 13 minutes 59 seconds East 29.68 feet; thence North 00 degrees 46 minutes 01 seconds West 150.00 feet; thence North 10 degrees 38 minutes 25 seconds West 53.10 feet; thence North 00 degrees 10 minutes 21 seconds West 300.00 feet; thence North 89 degrees 13 minutes 59 seconds East along the north line of said Quarter Section 322.80 to the place of beginning containing 14.154 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 37 lots numbered 1-37 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

CERTIFIED: JUNE 7, 1989

*David J. Stoepplwerth*  
David J. Stoepplwerth  
Registered Land Surveyor  
No. 50474



11430SUB/METES  
4/27/89

CHICAGO TITLE

10'21" @ 300.00

EXHIBIT "A" (Pg. 1 of 8)

EXHIBIT "A" (Pg. 2 of 8)

90 MAY -7 AM 11:32

REGISTERED LAND SURVEYOR

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

# POINTE N 2A O-P-35

### BRADFORD POINTE SECTION 2A

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Section; thence North 89 degrees 13 minutes 59 seconds East (assumed bearing) along the North line of said Quarter Section 520.16 feet; thence South 00 degrees 10 minutes 21 seconds East 200.00 feet; thence South 49 degrees 03 minutes 59 seconds West 111.06 feet; thence South 25 degrees 03 minutes 35 seconds West 246.87 feet; thence South 50 degrees 08 minutes 10 seconds East 196.39 feet; thence North 85 degrees 40 minutes 37 seconds East 54.35 feet; thence South 22 degrees 12 minutes 26 seconds East 214.66 feet to a point on a curve concave southeasterly, the radius point of said curve being South 23 degrees 12 minutes 28 seconds East 200.00 feet from said point; thence southwesterly along said curve 84.94 feet to a second point on said curve the radius point being South 49 degree 24 minutes 24 seconds East 200.00 feet from said point; thence South 52 degrees 18 minutes 22 seconds East 4.75 feet; thence South 37 degrees 43 minutes 38 seconds West 214.49 feet; thence North 52 degrees 57 minutes 45 seconds West 30.00 feet; thence North 85 degrees 10 minutes 55 seconds West 71.47 feet; thence South 64 degrees 50 minutes 36 West 307.28 feet to a point on the West line of said Quarter Section; thence North 00 degrees 10 minutes 21 seconds West along said West line 1113.84 feet to the place of beginning containing 11.451 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 28 lots numbered 36-63 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

CERTIFIED: APRIL 30, 1990.

*David J. Stoepelwerth*  
David J. Stoepelwerth  
Registered Land Surveyor  
80474

JOB NUMBER  
SECTION  
SHEET NUMBER

P.O. BOX 509007  
8940 ALLISONVILLE ROAD  
MARIANVILLE, INDIANA 47130  
PHONE: (317)-849-5935

NOTE: We advise you to locate the 3rd amendment- reference on amendment 4 is not correct

Bradford Pointe  
Section 3A

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Section; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Quarter Section, said line also being the West line of Bradford Pointe, Section 2A, recorded as Instrument #900043761 in the Office of the Recorder of Marion County, Indiana, 1113.84 feet to the Southwest corner of said Bradford Pointe, Section 2A; the following three (3) courses being along the southerly line of said Bradford Pointe, Section 2A; (1) North 64 degrees 50 minutes 36 seconds East 307.28 feet; (2) South 85 degrees 10 minutes 55 seconds East 71.48 feet; (3) South 52 degrees 57 minutes 45 seconds East 80.00 feet to the POINT OF BEGINNING; the following four (4) courses being along the southerly and easterly line of said Bradford Pointe, Section 2A; (1) North 37 degrees 43 minutes 38 seconds East 214.40 feet; (2) North 52 degrees 16 minutes 22 seconds West 4.75 feet to a point on a curve concave southeasterly, the radius point of said curve being South 49 degrees 24 minutes 24 seconds East 200.00 feet from said point; (3) thence northeasterly along said curve 94.94 feet to a point on said curve, the radius point being South 22 degrees 12 minutes 26 seconds East 200.00 from said point; (4) North 22 degrees 12 minutes 26 seconds West 214.66 feet; thence North 85 degrees 40 minutes 37 seconds East 89.81 feet; thence South 09 degrees 45 minutes 20 seconds East 146.41 feet; thence South 13 degrees 12 minutes 21 seconds East 50.11 feet; thence South 08 degrees 53 minutes 30 seconds East 133.30 feet; thence South 85 degrees 16 minutes 22 seconds East 312.00 feet; thence South 00 degrees 10 minutes 21 seconds East parallel with the aforesaid West line 831.21 feet to a point on the North line of Hidden Creek at Geist, Section 1, as per plat thereof recorded as Instrument Number 87-131435 in the Office of the Recorder of Marion County, Indiana; the next eighteen (18) calls being along said North line of said Hidden Creek at Geist, Section 1; (1) South 30 degrees 37 minutes 49 seconds West 69.26 feet; (2) North 84 degrees 55 minutes 00 seconds West 57.00 feet; (3) North 37 degrees 45 minutes 00 seconds West 58.00 feet; (4) North 02 degrees 39 minutes 35 seconds East 116.37 feet; (5) North 58 degrees 30 minutes 00 seconds West 23.00; (6) South 83 degrees 20 minutes 00 seconds West 28.00 feet; (7) South 40 degrees 35 minutes 00 seconds West 27.00 feet; (8) South 16 degrees 20 minutes 00 seconds West 35.00 feet; (9) South 65 degrees 40 minutes 35 seconds West 34.35 feet; (10) North 66 degrees 00 minutes 00 seconds West 40.00 feet; (11) North 79 degrees 25 minutes 19 seconds West 42.35 feet; (12) North 79 degrees 35 minutes 00 seconds West 24.00 feet; (13) North 56 degrees 56 minutes 38 seconds West 63.52 feet; (14) South 66 degrees 25 minutes 00 seconds West 33.00 feet; (15) South 54 degrees 55 minutes 00 seconds West 55.00 feet; (16) South 82 degrees 26 minutes 43 seconds West 11.96 feet; (17) North 36 degrees 57 minutes 39 seconds West 105.64 feet; (18) North 63 degrees 53 minutes 38 seconds West 19.39 feet; thence leaving the aforesaid North line North 02 degrees 45 minutes 49 seconds East 104.95 feet; thence North 10 degrees 23 minutes 31 seconds East 212.91 feet; thence South 79 degrees 36 minutes 29 seconds East 13.77 feet; thence North 10 degrees 23 minutes 31 seconds East 133.77 feet; thence North 85 degrees 16 minutes 22 seconds West 60.51 feet; thence North 38 degrees 13 minutes 28 seconds West 36.06 feet; thence North 04 degrees 46 minutes 47 seconds East 120.67 feet; thence North 52 degrees 57 minutes 45 seconds West 39.07 feet to the place of beginning containing 10.553 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 30 lots numbered 66-89, and 103-108, together with streets and easements shown hereon. The size of lots and width of streets are shown in feet and decimal



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BRADFORD CREEK  
SECTION 4

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section, said line also being the East line of Bradford Creek, Section 1 recorded as Instrument #820055510 in the Office of the Recorder of Marion County, Indiana, 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West along the South line of said Bradford Creek, Section 1331.16 feet to the POINT OF BEGINNING, thence South 00 degrees 28 minutes 07 seconds East 455.75 feet to a point on the North line of Hidden Creek at Geist, Indiana; the following 30 courses being along the North line of said Hidden Creek at Geist, Section 1: 1) South 80 degrees 40 minutes 00 seconds West 30.63 feet; 2) South 62 degrees 47 minutes 30 seconds West 118.32 feet; 3) North 82 degrees 07 minutes 21 seconds West 34.00 feet; 4) North 18 degrees 05 minutes 00 seconds West 58.00 feet; 5) South 83 degrees 43 minutes 01 seconds West 90.00 feet; 6) South 25 degrees 35 minutes 54 seconds West 34.69 feet; 7) South 45 degrees 00 minutes 00 seconds West 32.00 feet; 8) South 20 degrees 45 minutes 00 seconds West 66.00 feet; 9) South 85 degrees 15 minutes 00 seconds West 65.00 feet; 10) North 36 degrees 39 minutes 21 seconds West 57.78 feet; 11) North 28 degrees 21 minutes 32 seconds West 110.13 feet; 12) North 25 degrees 25 minutes 00 seconds West 65.00 feet; 13) North 58 degrees 36 minutes 03 seconds West 69.39 feet; 14) North 53 degrees 06 minutes 05 seconds West 49.80 feet; 15) North 88 degrees 50 minutes 00 seconds West 33.00 feet; 16) South 39 degrees 55 minutes 00 seconds West 60.00 feet; 17) South 02 degrees 16 minutes 21 seconds West 158.31 feet; 18) South 47 degrees 35 minutes 00 seconds West 34.00 feet; 19) North 12 degrees 72 degrees 25 minutes 00 seconds West 40.00 feet; 20) North 35 degrees 30 minutes 00 seconds West 58.00 feet; 21) South 65 degrees 15 minutes 29 seconds West 22.46 feet; 22) South 47 degrees 00 minutes 49 seconds West 26.04 feet; 23) North 74 degrees 53 minutes 46 seconds West 50.51 feet; 24) North 21 degrees 52 minutes 01 seconds West 19.37 feet; 25) North 12 degrees 42 minutes 35 seconds West 110.44 feet; 26) North 66 degrees 40 minutes 00 seconds West 42.0 feet; 27) south 80 degrees 35 minutes 00 seconds West 52.00 feet; 28) South 46 degrees 32 minutes 04 seconds West 81.51 feet; 29) South 41 degrees 10 minutes 00 seconds West 48.00 feet; 30) South 30 degrees 37 minutes 49 seconds West 36.43 feet; thence North 00 degrees 10 minutes 21 seconds West 482.90 feet; thence North 78 degrees 37 minutes 15 seconds East 250.75 feet; thence South 11 degrees 22 minutes 45 seconds east 25.00 feet; thence North 78 degrees 37 minutes 15 seconds East 182.26 feet; thence South 81 degrees 37 minutes 45 seconds East 256.45 feet; thence North 61 degrees 43 minutes 00 seconds East 137.55 feet to the Southwest corner of Bradford Creek, Section 1; thence South 74 degrees 07 minutes 45 seconds East along the South line of said Bradford Creek, Section 1, 307.75 feet to the place of beginning containing 12.479 acres, more or less, subject to all legal highways, rights-of-way and easement of record.

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SHEET NO. 1

BRADFORD CREEK SECTION 5

I, the undersigned Registered Land Surveyor hereby certify, to the best of my knowledge and belief, that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section, said line also being the East line of Bradford Creek, Section 1 recorded as Instrument #89005510 in the Office of the Recorder of Marion County, Indiana, 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West along the South line of said Bradford Creek, Section 1 331.16 feet; thence North 74 degrees 07 minutes 45 seconds West along the South line of said Bradford Creek, Section 1 and also the North line of Bradford Creek, Section 4 recorded as Instrument #920058311 in the Office of the Recorder of Marion County, Indiana 307.75 feet to the POINT OF BEGINNING; (the following five (5) courses being along the northern boundary of Section 4): (1) thence South 61 degrees 43 minutes 00 seconds West 137.55 feet; (2) thence North 81 degrees 37 minutes 45 seconds West 236.45; (3) thence South 78 degrees 37 minutes 15 seconds West 182.26 feet; (4) thence North 11 degrees 23 minutes 45 seconds West 25.00 feet; (5) thence South 78 degrees 37 minutes 15 seconds West 250.73 feet to the Northwest corner of said Bradford Creek, Section 4; thence North 00 degrees 10 minutes 21 seconds West along the East boundary of Bradford Pointe, Section 3A recorded as Instrument #920137236 in the Office of the Recorder of Marion County, Indiana 368.32 feet to the Northeast corner of said Bradford Pointe, Section 3A; thence North 49 degrees 12 minutes 11 seconds East 210.48 feet; thence North 54 degrees 04 minutes 59 seconds East 193.18 feet; thence North 71 degrees 04 minutes 20 seconds East 339.52 feet; thence South 57 degrees 46 minutes 01 seconds East 170.00 feet to the point of curvature of a curve concave Northwestwardly, the radius point of said curve being North 57 degrees 46 minutes 01 seconds West 225.00 feet from said point; thence southwesterly along said curve 19.95 feet to the point of tangency of said curve, the radius point of said curve being North 52 degrees 41 minutes 14 seconds West 225.00 feet from said point; thence South 52 degrees 41 minutes 14 seconds East 137.71 feet; the following two courses being along the western line of the aforesaid Bradford Creek, Section 1; (1) thence South 41 degrees 41 minutes 00 seconds West 130.01 feet; thence South 02 degrees 06 minutes 01 seconds East 353.14 feet to the place of beginning containing 10.521 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consist of 32 lots numbered 164-195 together with streets and easements shown hereon, the size of lots and widths of streets are shown in feet and decimal parts thereof.

Witness my signature this 24 day of May, 1993.



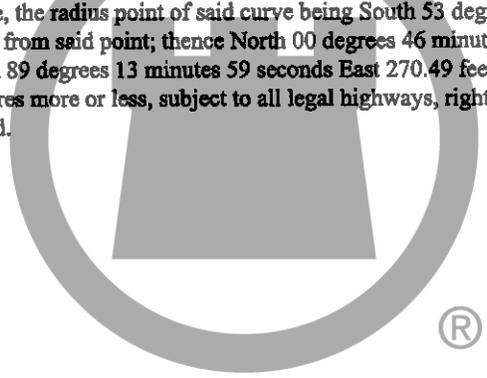
*Dennis D. Olmstead*  
Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012

ITH & ASSOCIATES, INC.

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

Bradford Creek  
Section 6

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter section 572.80 feet to the Northwest corner of Bradford Creek, Section 1 Recorded as Instrument #890055510 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Bradford Creek, Section 1 300.00 feet to the POINT OF BEGINNING, then following five (5) courses being along the Western Boundary of said Bradford Creek, Section 1 (1) South 10 degrees 38 minutes 25 seconds East 55.46 feet (2) South 00 degrees 46 minutes 01 seconds East 150.00 feet (3) South 89 degrees 13 minutes 59 seconds West 29.68 feet (4) South 32 degree 53 minutes 59 seconds West 315.00 feet (5) South 41 degrees 41 minutes 00 seconds West 57.84 feet to the Northeast corner of Bradford Creek, Section 5 Recorded as Instrument #930053152 in the Office of the Recorder of Marion County, Indiana; the following (3) courses are along the Northern boundary of said Bradford Creek, Section 5 (1) North 52 degrees 41 minutes 14 seconds West 137.71 feet to point on a curve concave Northeasterly the radius point of said curve being North 52 degrees 41 minutes 14 seconds West 225.00 feet from said point (2) thence Northeasterly along said curve 19.95 feet to the point of tangency of said curve, the radius point of said curve being North 57 degrees 46 minutes 01 seconds West 225.00 feet from said point (3) North 57 degrees 46 minutes 01 seconds West 50.00 feet; thence North 32 degrees 13 minutes 59 seconds East 175.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 57 degrees 46 minutes 01 seconds East 175.00 feet from said point; thence northeasterly along said curve 11.82 feet to a point on said curve, the radius point of said curve being South 53 degrees 53 minutes 49 seconds East 175.00 feet from said point; thence North 00 degrees 46 minutes 01 seconds West 224.63 feet; thence North 89 degrees 13 minutes 59 seconds East 270.49 feet to the point of beginning, containing 2.639 acres more or less, subject to all legal highways, rights-of-way, easement and restrictions of record.



CHICAGO TITLE

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

I, the undersigned Registered Land Surveyor, hereby certify to the best of my knowledge and belief, that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 572.80 feet to the Northwest corner of Bradford Creek, Section 1, Recorded as Instrument #890055510 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Bradford Creek, Section 1 300.00 feet to the Northeast corner of Bradford Creek, Section 6, Recorded as Instrument #93-0167051 in the Office of the Recorder of Marion County, Indiana; thence South 39 degrees 13 minutes 59 seconds West along the North line of said Bradford Creek, Section 6, said line also being parallel with the North line of said Quarter Section 270.49 feet to the POINT OF BEGINNING; the following (3) courses are along the Western Boundary of said Bradford Creek, Section 6; (1) South 00 degrees 46 minutes 01 seconds East 224.63 feet to a point on a curve concave southeasterly, the radius point of said curve being South 53 degrees 53 minutes 49 seconds East 175.00 feet from said point (2) thence Southwesterly along said curve 11.82 feet to the point of tangency of said curve, the radius point of said curve being South 57 degrees 46 minutes 01 seconds East 175.00 feet from said point (3) South 32 degrees 13 minutes 59 seconds West 175.00 feet to a point on the Northern boundary of Bradford Creek, Section 5 Recorded as Instrument #930053152 in the Office of the Recorder of Marion County, Indiana, the following (4) courses are along the Northern boundary of said Bradford Creek, Section 5 (1) North 57 degrees 46 minutes 01 seconds West 120.00 (2) South 71 degrees 04 minutes 20 seconds West 339.52 feet (3) South 54 degrees 04 minutes 59 seconds West 193.18 feet (4) South 49 degrees 12 minutes 11 seconds West 210.48 feet to the Northeast corner of Bradford Point, Section 3A Recorded as Instrument #920137236 in the Office of the Recorder of Marion County, Indiana, the following (5) courses are along the Northern and Eastern boundary of said Bradford Point, Section 3A (1) North 85 degrees 16 minutes 22 seconds West 312.00 feet (2) North 08 degrees 53 minutes 30 seconds West 133.30 feet (3) North 13 degrees 12 minutes 21 seconds West 50.11 feet (4) North 09 degrees 45 minutes 20 seconds West 146.41 feet (5) South 85 degrees 40 minutes 37 seconds West 89.81 feet to a point on the Boundary of Bradford Point, Section 2A Recorded as Instrument #900043761 in the Office of the Recorder of Marion County, Indiana, the following (4) Courses are along the Northern and Eastern boundary of said Bradford Point, Section 2A (1) South 85 degrees 40 minutes 37 seconds West 56.35 feet (2) North 50 degrees 08 minutes 10 seconds West 196.39 feet (3) North 25 degrees 03 minutes 36 seconds East 246.97 feet (4) North 49 degrees 03 minutes 59 seconds East 111.06 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 273.50 feet; thence South 00 degrees 10 minutes 21 seconds East 126.70 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 200.00 feet; thence South 00 degrees 10 minutes 21 seconds East 73.30 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 150.00 feet; thence North 00 degrees 10 minutes 21 seconds West 100.00 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 687.51 feet to the place of beginning containing 15.447 acres more or less, subject to all legal highways, rights-of-way, easements and restriction of record.

N  
S  
(AS)

This subdivision consist of 47 lots numbered 109-144 and 153-163 (both inclusive) together with streets and easements shown hereon, the size of lots and widths of streets are shown in feet and decimal parts thereof.

Witness my signature this 30<sup>th</sup> day of SEPTEMBER, 1993.



Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012

POINT OF BEGINNING

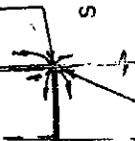
S 89°13'59" W  
270.49'

387.51'

EXHIBIT "A" (Pg. 8 of 8)

155.00'

20' S.S.E.



MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

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6

**FILED**  
JAN 25 2006  
**LAWRENCE TOWNSHIP ASSESSOR**

616349 JAN 25 06

**SECOND AMENDMENT TO THE SEVENTH AMENDED  
DECLARATION OF RESTRICTIONS FOR  
BRADFORD CREEK**

DULY ENCLOSED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**THIS SECOND AMENDMENT TO THE SEVENTH AMENDED DECLARATION  
OF RESTRICTIONS FOR BRADFORD CREEK ("Amendment") is made as of this 19th  
day of January, 2006 by Bradford Creek Homeowners Association, Inc., an Indiana  
Corporation, witnesses as follows:**

WHEREAS, the original Declaration of Restrictions for Bradford Creek was originally recorded on June 16, 1989 as **Instrument No. 89-57333** in the Office of the Recorder of Marion County, Indiana, as amended and replaced by a series of amendments the latest of which is the Seventh Amended Declaration of Restrictions for Bradford Creek recorded on December 2, 1993 as **Instrument No. 1993-182625** in the Office of the Recorder of Marion County, Indiana and as further amended by an Amendment to Amended Declaration of Restrictions for Bradford Creek recorded on May 1, 1998 as **Instrument No. 1998-0072320** in the Office of the Recorder of Marion County, Indiana (the "Declaration"); and

WHEREAS, Paragraph 11 of the Declaration permits the amendment of the Declaration by the approval of at least seventy-five percent (75%) of the all Owners, as evidenced by their signatures; and

WHEREAS, the Board of Directors has reviewed and affirmed that the following Second Amendment to the Seventh Amended Declaration of Restrictions for Bradford Creek has been approved by more than seventy-five percent (75%) of the Owners; and

NOW THEREFORE, pursuant to the foregoing, the Seventh Amended Declaration of Restrictions for Bradford Creek is hereby amended as follows:

1. Section 1 of the Declaration is amended by adding a new subsection F. to read as follows:

F. Dwelling shall mean the dwelling house constructed on a Lot.

2. Section 5 is amended by adding a new Subsection (L) to read as follows:

(L) The following restriction shall apply to the lease or rental of any Dwelling:

(i) Limit on Number of Leased Dwellings. In order to insure that the residents within the Development share the same proprietary interest in and respect for the Dwellings and the Common Areas, no more than eleven (11) Dwellings at any given time, may be leased or rented for exclusive occupancy by one or more non-owner tenants. For purposes of this Subsection (L), a Dwelling is exclusively occupied by one or more non-owner tenants, if the Owner of the

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CHICAGO TITLE

JAN 25 2006

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Dwelling does not also correspondingly occupy the Dwelling as his/her principal place of residence. Prior to the execution of any lease, and in addition to the requirements set forth in this Subsection (L), the Dwelling Owner must notify the Board or the Board=s agent as to the Owner's intent to lease his/her Dwelling. After receiving such notice, the Board or the Board=s agent shall advise the Owner if the Dwelling may be leased or whether the maximum number of Dwellings within the Development is currently being leased. If the maximum number of Dwellings is already being leased, the Board or the Board=s agent shall place the Owner on the waiting list in priority order based on the date of notice from the Owner, and shall notify the Owner of that Owner's position on the waiting list. When an existing non-owner occupant vacates a Dwelling, the Owner of that Dwelling shall immediately notify the Board or the Board=s agent of such fact and that Dwelling cannot be re-rented or leased until all prior Owners on the waiting list, if any, have had a chance to rent or lease their Dwellings. An Owner on the waiting list who obtains the opportunity to rent or lease his/her Dwelling, must present an executed lease to the Board or to the Board=s agent, within sixty (60) days of the date of notice that he/she may rent or lease the Dwelling, or that Owner will forfeit his/her position on the waiting list.

(ii) General Lease Conditions. All leases, including renewals, shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior written approval of the Board. No portion of any Dwelling other than the entire Dwelling may be leased for any period. No subleasing is permitted. No Owner will be permitted to lease or rent his/her Dwelling, if the Owner is delinquent in paying any assessments or other charges due to the Association at the time the lease is entered. All leases shall be made expressly subject and subordinate in all respects to the terms of the Declaration, By-Laws and any rules and regulations promulgated by the Board, as amended, to the same extent as if the tenant were an Owner and a member of the Association; and shall provide for direct action by the Association and/or any Owner against the tenant with or without joinder of the Owner of such Dwelling. The Dwelling Owner shall supply copies of the Declaration, By-Laws and rules and regulations to the tenant prior to the effective date of the lease. In addition, the Board shall have the power to promulgate such additional rules and regulations as, in its discretion, may be necessary or appropriate concerning leasing.

(iii) Exceptions During Period of Good Faith Sale or Significant Hardship. The Board of Directors may, in its discretion, grant an exception, for not more than one (1) year at a time, to the limit provided in this Subsection (L), to an Owner if the Board determines that the Owner is actively and in good faith trying to sell or otherwise dispose of his Dwelling or if the Board, by majority vote of the entire Board, determines that the Owner has a Significant Hardship. For purposes of this subparagraph, examples of a Significant Hardship may include:

- (1) death of a Owner;
- (2) divorce of an Owner;

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

- (3) temporary, necessary relocation of the residence of an Owner to a point outside of a fifty (50) mile radius of the perimeter of the Development due to a change of employment or retirement; or
- (4) temporary, necessary relocation of the residence of an Owner due to mental or physical infirmity or disability of at least one (1) of the Owners.

(iv) Six Month Waiting Period. In addition to all other provisions, for a period of at least six (6) months after an Owner's acquisition of a Dwelling, the Owner cannot rent or lease that Dwelling for exclusive occupancy by one or more non-owner tenants. After such time, said Dwelling will be eligible to be leased if all other conditions are satisfied. In the case of the transfer of ownership of a Dwelling, which was properly leased under these rules by the previous Owner, the new Owner can continue with such lease only to finish the then current term of not more than one (1) year. When that term ends, the Owner, if he/she wants to lease his/her Dwelling, must meet all requirements the same as other Owners who are not exempted.

(v) Owner is Still Liable. No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his/her responsibility to the Association and the other Owners for compliance with the provisions of the Declaration, By-Laws and any rules and regulations promulgated by the Board, or from the Owner's liability to the Corporation for payments of assessments.

(vi) Approval of Form of Lease. Any Owner desiring to enter into a lease for his/her Dwelling shall submit the form of the proposed lease to the Board (which form need not include the identity of the tenant or the rental amount) for review for compliance with the requirements of this Subsection (L). The Board may employ an attorney in connection with any such review, and a reasonable fee may be charged to the applicant to offset the expense so incurred. In the event the Board fails to approve or disapprove the form of the lease within thirty (30) days after submission by the applicant, the form of the lease shall be deemed approved. A copy of each executed lease by an Owner (which may have the rental amount deleted) shall be provided to the Board by the Owner within thirty (30) days after execution.

(vii) Violations. If any Owner leases or rents his/her Dwelling in violation of the provisions of this Subsection (L), the Association may bring a legal action to enjoin the improper conduct.

(viii) Effective Date of Lease Conditions. These leasing restrictions shall not apply to any Dwelling of an Owner who, at the time of recording this provision, is renting or leasing said Dwelling for exclusive occupancy by one or more non-owner tenants, so long as such Dwelling continues to be owned by the same Owner and is not occupied as a residence by such Owner. In order for this exception to apply, said Owner must deliver a copy of the executed lease, which is in effect at the time to the Board within thirty (30) days after the recording of

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this document and shall furnish a copy of any subsequent lease within thirty (30) days after its execution. Such copy may have the rental amount deleted. Failure of such an Owner to timely deliver a copy of any such lease to the Board shall result in said Owner's Dwelling being subject to these restrictions. However, in this latter circumstance, these restrictions shall not apply to any lease executed prior to the effective date of these restrictions or to any renewals thereof provided in such lease so long as the occupants remain the same. Any Dwelling which falls under the exception of this Subsection (L) shall, nevertheless, be counted as one of the eleven (11) maximum Dwellings that may be rented at any given time even though such maximum does not apply to restrict such excepted Dwelling.

(ix) Institutional Mortgages. The provisions set forth in this Subsection (L) shall not apply to any institutional mortgage holder of any Dwelling which comes into possession of the mortgage holder by reason of any remedies provided by law or in equity or in such mortgage or as a result of a foreclosure sale or other judicial sale or as a result of any proceeding, arrangement or deed in lieu of foreclosure.

The undersigned officers of the Bradford Creek Homeowners Association, Inc. hereby certify that the signatures of more than seventy-five percent (75%) of the Owners of Lots in Bradford Creek have been obtained in writing in support of this amendment and they further certify that all other conditions precedent to the amendment of this Declaration have been fulfilled and satisfied.

Executed this 19<sup>th</sup> day of January, 2006.

BRADFORD CREEK HOMEOWNERS  
ASSOCIATION, INC.

By Angie Gallo  
Angie Gallo, President

CHICAGO TITLE

Attest:

Jean Godsmen  
Jean Godsmen, Secretary

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Angie Gallo, President of Bradford Creek Homeowners Association, Inc. and Jean Godsman, Secretary of Bradford Creek Homeowners Association, Inc. who acknowledged the execution of the foregoing Second Amendment to the Seventh Amended Declaration of Restrictions for Bradford Creek.

WITNESS my hand and notarial seal this 19<sup>th</sup> day of January, 2006.

My Commission expires:

5-2-07

Notary Public

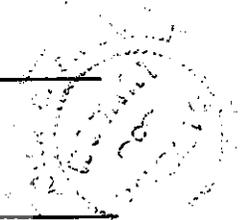
*[Handwritten Signature]*

*John S. Graham*

Printed

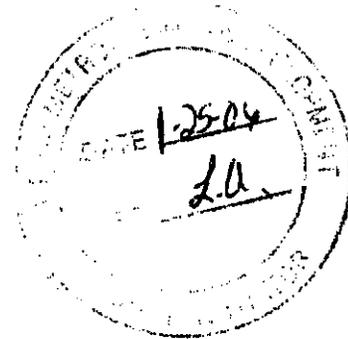
Residing in \_\_\_\_\_  
County, Indiana

*Hamilton*



\*  
Prepared By: send to: Stephen B. Buschmann, 151 N. Delaware St, Suite 1900, Indianapolis, IN 46204

CHICAGO TITLE



NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

Prescribed by the  
State Board of Accounts  
(2005)

County Form 170

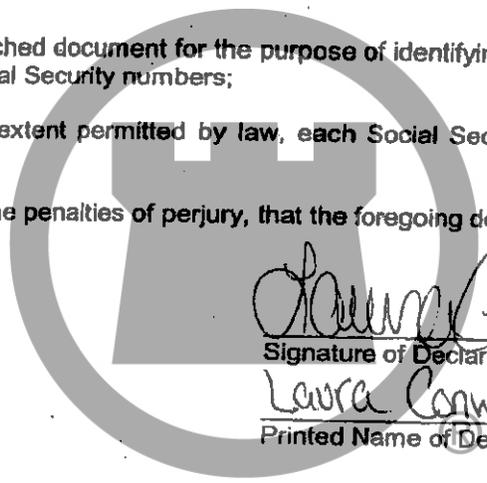
### Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.





Signature of Declarant

Laura Conway

Printed Name of Declarant

# CHICAGO TITLE

NOTE: we are unable to locate the 3rd amendment- reference on amendment <sup>42</sup>4 is not correct

**NOTICE OF CODE OF BY-LAWS OF  
BRADFORD CREEK HOMEOWNERS ASSOCIATION, INC.**

The Board of Directors of Bradford Creek Homeowners Association, Inc. ("Association") hereby gives notice of the Association's Code of By-Laws.

WITNESSETH:

WHEREAS, the residential community in Indianapolis, Marion County, Indiana commonly known as Bradford Creek was established upon the recording of a certain "Declaration of Restrictions For Bradford Creek" with the Office of the Marion County Recorder on June 16, 1989, as Instrument No. 89-55511 (hereafter, "Declaration"), together with a Plat for Bradford Creek, Section 1; and

WHEREAS, the original developer of Bradford Creek recorded Plats and several amendments to the Declaration whereby Bradford Creek Sections 4, 5, 6 and 7, and Bradford Pointe Sections 2A, 3A, and 3B were added or annexed to Bradford Creek and were made subject to the terms of the Declaration; and

WHEREAS, the legal description for Bradford Creek is attached hereto as Exhibit "A" which is incorporated herein; and

WHEREAS, the last amendment to the Declaration, which was approved by the homeowners, was the "Amendment to Amended Declaration of Restrictions for Bradford Creek" filed with the Marion County Recorder on May 1, 1998, as Instrument No. 1998-0072320; and

WHEREAS, the Association was established by the filing of Articles of Incorporation with the Indiana Secretary of State on January 13, 1995; and

WHEREAS, the Association's Board of Directors adopted a Code of By-Laws for the Association and the homeowners in Bradford Creek.

NOW, THEREFORE, the undersigned officers of the Association's Board of Directors give notice of the following:

1. That the Code of By-Laws which are attached hereto as Exhibit "B" and incorporated herein constitute a true and accurate copy of the By-Laws of the Bradford Creek Homeowners Association, Inc., as amended by the homeowners in 1999, which are currently in effect.

03/27/00 03:24PM WANDA MARTIN MARION CTY RECORDER JKC 93.00 PAGES: 42  
Inst # 2000-0047358

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

2. That said Code of By-Laws are binding upon the Association and all owners, residents and guests within Bradford Creek.

Dated this 24 day of January, 2000.

Bradford Creek Homeowners Association, Inc., by:

Heather Goldinger  
Heather Goldinger, President

Attest:

Molly Klemens  
Molly Klemens, Secretary

STATE OF INDIANA )  
COUNTY OF Marion )

Before me a Notary Public in and for said County and State, personally appeared Heather Goldinger and Molly Klemens, the President and Secretary, respectively, of Bradford Creek Homeowners Association, Inc., who acknowledged execution of the foregoing for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 24th day of Feb., 2000.

TERRI D. BAUER  
Notary Public--Signature

TERRI D. BAUER ®  
Printed

My Commission Expires:  
8/18/2006

Residence County: Marion

TERRI D. BAUER  
County of Residence: Marion

Commission Expires: 8-18-2006

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., Eads & Murray, P.C., Attorneys at Law,  
7321 Shadeland Station, Suite 250, Indianapolis, IN 46256 (317) 842-8550.

© OFFICE OF THE CLERK OF SUPERIOR COURT, MARION COUNTY, INDIANA

CHICAGO TITLE



NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

BRADFORD CREEK  
SECTION 1

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27 Township 17 North Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet to the Point of Beginning; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West 331.16 feet; thence North 74 degrees 07 minutes 48 seconds West 307.75 feet; thence North 02 degrees 06 minutes 01 seconds West 353.14 feet; thence North 41 degrees 41 minutes 00 seconds East 187.85 feet; thence North 32 degrees 53 minutes 59 seconds East 315.00 feet; thence North 89 degrees 13 minutes 59 seconds East 29.68 feet; thence North 00 degrees 46 minutes 01 seconds West 150.00 feet; thence North 10 degrees 38 minutes 25 seconds West 53.46 feet; thence North 00 degrees 10 minutes 21 seconds West 300.00 feet; thence North 89 degrees 13 minutes 59 seconds East along the north line of said Quarter Section 322.80 to the place of beginning containing 14.154 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 37 lots numbered 1-37 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

CERTIFIED: JUNE 7, 1989

*David J. Stoepfelworth*  
David J. Stoepfelworth  
Registered Land Surveyor  
No. 50474



11430SUB/METES  
4/27/89

CHICAGO TITLE

10'21" # 300.00

# POINTE

90 MAY -7 AM 11:32

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

# N 2A

# 0-P-35

### BRADFORD POINTE SECTION 2A

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Section; thence North 89 degrees 13 minutes 59 seconds East (assumed bearing) along the North line of said Quarter Section 520.16 feet; thence South 00 degrees 10 minutes 21 seconds East 200.00 feet; thence South 49 degrees 03 minutes 59 seconds West 111.06 feet; thence South 25 degrees 03 minutes 36 seconds West 248.87 feet; thence South 50 degrees 08 minutes 10 seconds East 196.39 feet; thence North 85 degrees 40 minutes 37 seconds East 56.35 feet; thence South 22 degrees 12 minutes 26 seconds East 214.86 feet to a point on a curve concave southeasterly, the radius point of said curve being South 22 degrees 12 minutes 26 seconds East 200.00 feet from said point; thence southwesterly along said curve 94.94 feet to a second point on said curve the radius point being South 49 degree 24 minutes 26 seconds East 200.00 feet from said point; thence South 52 degrees 16 minutes 23 seconds East 4.75 feet; thence South 37 degrees 43 minutes 36 seconds West 214.40 feet; thence North 52 degrees 57 minutes 45 seconds West 80.00 feet; thence North 85 degrees 10 minutes 55 seconds West 71.47 feet; thence South 64 degrees 50 minutes 36 West 307.28 feet to a point on the West line of said Quarter Section; thence North 00 degrees 10 minutes 21 seconds West along said West line 1113.84 feet to the place of beginning containing 11.451 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 28 lots numbered 38-65 (both inclusive). The size of the lots and widths of the streets are shown in feet and decimal parts thereof.

CERTIFIED: APRIL 30, 1990.

*David J. Stoepelwerth*  
David J. Stoepelwerth  
Registered Land Surveyor  
80474

SECTION  
SHEET NUMBER

P.O. BOX 509007  
9940 ALLISONVILLE ROAD  
DIANAPOLIS, INDIANA 46250  
PHONE: (317) 849-5935

Note: Unable to locate the 3rd amendment- reference on amendment 4 is not correct

Bradford Pointe  
Section 3A

I, the undersigned Registered Land Surveyor, hereby certify that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Section; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Quarter Section, said line also being the West line of Bradford Pointe, Section 2A, recorded as Instrument #900043761 in the Office of the Recorder of Marion County, Indiana, 1113.84 feet to the Southwest corner of said Bradford Pointe, Section 2A; the following three (3) courses being along the southerly line of said Bradford Pointe, Section 2A: (1) North 64 degrees 50 minutes 36 seconds East 307.28 feet; (2) South 85 degrees 10 minutes 55 seconds East 71.48 feet; (3) South 52 degrees 57 minutes 45 seconds East 80.00 feet to the POINT OF BEGINNING; the following four (4) courses being along the southerly and easterly line of said Bradford Pointe, Section 2A: (1) North 37 degrees 43 minutes 38 seconds East 214.40 feet; (2) North 52 degrees 16 minutes 22 seconds West 4.75 feet to a point on a curve concave southeasterly, the radius point of said curve being South 49 degrees 24 minutes 24 seconds East 200.00 feet from said point; (3) thence northeasterly along said curve 94.94 feet to a point on said curve, the radius point being South 22 degrees 12 minutes 26 seconds East 200.00 from said point; (4) North 22 degrees 12 minutes 26 seconds West 214.66 feet; thence North 85 degrees 40 minutes 37 seconds East 89.81 feet; thence South 09 degrees 45 minutes 20 seconds East 146.41 feet; thence South 13 degrees 12 minutes 21 seconds East 50.11 feet; thence South 08 degrees 53 minutes 30 seconds East 133.30 feet; thence South 85 degrees 16 minutes 22 seconds East 312.00 feet; thence South 00 degrees 10 minutes 21 seconds East parallel with the aforesaid West line 831.21 feet to a point on the North line of Hidden Creek at Geist, Section 1, as per plat thereof recorded as Instrument Number 87-131435 in the Office of the Recorder of Marion County, Indiana; the next eighteen (18) calls being along said North line of said Hidden Creek at Geist, Section 1: (1) South 30 degrees 37 minutes 49 seconds West 69.26 feet; (2) North 84 degrees 55 minutes 00 seconds West 57.00 feet; (3) North 37 degrees 45 minutes 00 seconds West 58.00 feet; (4) North 02 degrees 39 minutes 35 seconds East 116.37 feet; (5) North 58 degrees 30 minutes 00 seconds West 23.00; (6) South 83 degrees 20 minutes 00 seconds West 28.00 feet; (7) South 40 degrees 35 minutes 00 seconds West 27.00 feet; (8) South 16 degrees 20 minutes 00 seconds West 35.00 feet; (9) South 65 degrees 40 minutes 35 seconds West 34.35 feet; (10) North 66 degrees 00 minutes 00 seconds West 40.00 feet; (11) North 79 degrees 25 minutes 19 seconds West 42.35 feet; (12) North 79 degrees 35 minutes 00 seconds West 24.00 feet; (13) North 56 degrees 56 minutes 38 seconds West 63.52 feet; (14) South 66 degrees 25 minutes 00 seconds West 33.00 feet; (15) South 54 degrees 55 minutes 00 seconds West 55.00 feet; (16) South 82 degrees 26 minutes 43 seconds West 11.96 feet; (17) North 36 degrees 57 minutes 39 seconds West 105.64 feet; (18) North 63 degrees 53 minutes 38 seconds West 19.39 feet; thence leaving the aforesaid North line North 02 degrees 45 minutes 49 seconds East 104.95 feet; thence North 10 degrees 23 minutes 31 seconds East 212.91 feet; thence South 79 degrees 36 minutes 29 seconds East 13.77 feet; thence North 10 degrees 23 minutes 31 seconds East 133.72 feet; thence North 85 degrees 16 minutes 22 seconds West 60.51 feet; thence North 58 degrees 13 minutes 28 seconds West 36.06 feet; thence North 04 degrees 46 minutes 47 seconds East 120.67 feet; thence North 52 degrees 57 minutes 45 seconds West 39.07 feet to the place of beginning containing 10.553 acres more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consists of 30 lots numbered 66-89, and 103-108, together with streets and easements shown hereon. The size of lots and width of streets are shown in feet and decimal



NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

BRADFORD CREEK  
SECTION 4

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section, said line also being the East line of Bradford Creek, Section 1 recorded as Instrument #820055510 in the Office of the Recorder of Marion County, Indiana, 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West along the South line of said Bradford Creek, Section 1331.16 feet to the POINT OF BEGINNING, thence South 00 degrees 28 minutes 07 seconds East 455.75 feet to a point on the North line of Hidden Creek at Geist, Section 1 recorded as Instrument #87-131435 in the Office of the Recorder of Marion County, Indiana; the following 30 courses being along the North line of said Hidden Creek at Geist, Section 1: 1) South 80 degrees 40 minutes 00 seconds West 30.63 feet; 2) South 62 degrees 47 minutes 30 seconds West 118.32 feet; 3) North 82 degrees 07 minutes 21 seconds West 34.00 feet; 4) North 18 degrees 05 minutes 00 seconds West 58.00 feet; 5) South 83 degrees 43 minutes 01 seconds West 90.00 feet; 6) South 25 degrees 35 minutes 54 seconds West 34.69 feet; 7) South 45 degrees 00 minutes 00 seconds West 32.00 feet; 8) South 20 degrees 45 minutes 00 seconds West 66.00 feet; 9) South 85 degrees 15 minutes 00 seconds West 65.00 feet; 10) North 36 degrees 39 minutes 21 seconds West 57.78 feet; 11) North 28 degrees 21 minutes 32 seconds West 110.13 feet; 12) North 25 degrees 25 minutes 00 seconds West 65.00 feet; 13) North 58 degrees 36 minutes 03 seconds West 69.39 feet; 14) North 53 degrees 06 minutes 05 seconds West 49.80 feet; 15) North 88 degrees 50 minutes 00 seconds West 33.00 feet; 16) South 39 degrees 55 minutes 00 seconds West 60.00 feet; 17) South 02 degrees 16 minutes 21 seconds West 158.31 feet; 18) South 47 degrees 35 minutes 00 seconds West 34.00 feet; 19) North 12 degrees 72 degrees 25 minutes 00 seconds West 40.00 feet; 20) North 35 degrees 30 minutes 00 seconds West 58.00 feet; 21) South 65 degrees 15 minutes 29 seconds West 22.46 feet; 22) South 47 degrees 00 minutes 49 seconds West 26.04 feet; 23) North 74 degrees 53 minutes 46 seconds West 50.51 feet; 24) North 21 degrees 52 minutes 01 seconds West 19.37 feet; 25) North 12 degrees 42 minutes 35 seconds West 110.44 feet; 26) North 66 degrees 40 minutes 00 seconds West 42.0 feet; 27) south 80 degrees 35 minutes 00 seconds West 52.00 feet; 28) South 46 degrees 32 minutes 04 seconds West 81.51 feet; 29) South 41 degrees 10 minutes 00 seconds West 48.00 feet; 30) South 30 degrees 37 minutes 49 seconds West 36.43 feet; thence North 00 degrees 10 minutes 21 seconds West 482.90 feet; thence North 78 degrees 37 minutes 15 seconds East 250.75 feet; thence South 11 degrees 22 minutes 45 seconds east 25.00 feet; thence North 78 degrees 37 minutes 15 seconds East 182.26 feet; thence South 81 degrees 37 minutes 45 seconds East 256.45 feet; thence North 61 degrees 43 minutes 00 seconds East 137.55 feet to the Southwest corner of Bradford Creek, Section 1; thence South 74 degrees 07 minutes 45 seconds East along the South line of said Bradford Creek, Section 1, 307.75 feet to the place of beginning containing 12.479 acres, more or less, subject to all legal highways, rights-of-way and easement of record.

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

SHEET NO. 1

BRADFORD CREEK SECTION 5

I, the undersigned Registered Land Surveyor hereby certify, to the best of my knowledge and belief, that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 250.00 feet; thence South 00 degrees 11 minutes 31 seconds East parallel with the East line of said Quarter Section, said line also being the East line of Bradford Creek, Section 1 recorded as Instrument #89005510 in the Office of the Recorder of Marion County, Indiana, 1336.17 feet; thence South 87 degrees 25 minutes 31 seconds West along the South line of said Bradford Creek, Section 1 331.16 feet; thence North 74 degrees 07 minutes 45 seconds West along the South line of said Bradford Creek, Section 1 and also the North line of Bradford Creek, Section 4 recorded as Instrument #920058311 in the Office of the Recorder of Marion County, Indiana 307.75 feet to the POINT OF BEGINNING; (the following five (5) courses being along the northern boundary of Section 4): (1) thence South 61 degrees 43 minutes 00 seconds West 137.55 feet; (2) thence North 81 degrees 37 minutes 45 seconds West 256.45; (3) thence South 78 degrees 37 minutes 15 seconds West 182.26 feet; (4) thence North 11 degrees 22 minutes 45 seconds West 25.00 feet; (5) thence South 78 degrees 37 minutes 15 seconds West 250.75 feet to the Northwest corner of said Bradford Creek, Section 4; thence North 00 degrees 10 minutes 31 seconds West along the East boundary of Bradford Points, Section 3A recorded as Instrument #920137236 in the Office of the Recorder of Marion County, Indiana 368.32 feet to the Northeast corner of said Bradford Points, Section 3A; thence North 49 degrees 12 minutes 11 seconds East 210.48 feet; thence North 54 degrees 04 minutes 59 seconds East 193.18 feet; thence North 71 degrees 04 minutes 20 seconds East 339.52 feet; thence South 57 degrees 46 minutes 01 seconds East 170.00 feet to the point of curvature of a curve concave Northwesterly, the radius point of said curve being North 57 degrees 46 minutes 01 seconds West 225.00 feet from said point; thence southwesterly along said curve 19.95 feet to the point of tangency of said curve, the radius point of said curve being North 52 degrees 41 minutes 14 seconds West 225.00 feet from said point; thence South 52 degrees 41 minutes 14 seconds East 137.71 feet; the following two courses being along the western line of the aforesaid Bradford Creek, Section 1: (1) thence South 41 degrees 41 minutes 00 seconds West 130.01 feet; thence South 02 degrees 06 minutes 01 seconds East 353.14 feet to the place of beginning containing 10.521 acres, more or less, subject to all legal highways, rights-of-way, easements and restrictions of record.

This subdivision consist of 32 lots numbered 164-195 together with streets and easements shown hereon, the size of lots and widths of streets are shown in feet and decimal parts thereof.

Witness my signature this 3rd day of May 1993.



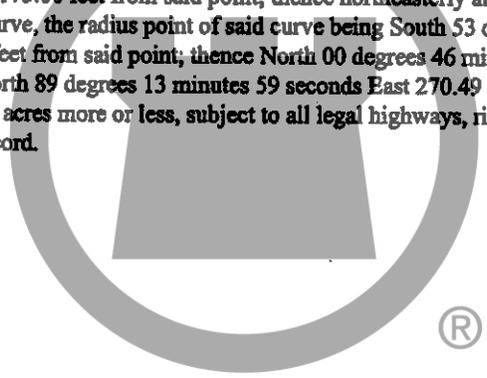
Dennis D. Olmstead Registered Land Surveyor No. 900012

CHICAGO TITLE & ASSOCIATES, INC.

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

Bradford Creek  
Section 6

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter section 572.80 feet to the Northwest corner of Bradford Creek, Section 1 Recorded as Instrument #890055510 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Bradford Creek, Section 1 300.00 feet to the POINT OF BEGINNING, then following five (5) courses being along the Western Boundary of said Bradford Creek, Section 1 (1) South 10 degrees 38 minutes 25 seconds East 55.46 feet (2) South 00 degrees 46 minutes 01 seconds East 150.00 feet (3) South 89 degrees 13 minutes 59 seconds West 29.68 feet (4) South 32 degree 53 minutes 59 seconds West 315.00 feet (5) South 41 degrees 41 minutes 00 seconds West 57.84 feet to the Northeast corner of Bradford Creek, Section 5 Recorded as Instrument #930053152 in the Office of the Recorder of Marion County, Indiana; the following (3) courses are along the Northern boundary of said Bradford Creek, Section 5 (1) North 52 degrees 41 minutes 14 seconds West 137.71 feet to point on a curve concave Northeasterly the radius point of said curve being North 52 degrees 41 minutes 14 seconds West 225.00 feet from said point (2) thence Northeasterly along said curve 19.95 feet to the point of tangency of said curve, the radius point of said curve being North 57 degrees 46 minutes 01 seconds West 225.00 feet from said point (3) North 57 degrees 46 minutes 01 seconds West 50.00 feet; thence North 32 degrees 13 minutes 59 seconds East 175.00 feet to the point of curvature of a curve concave southeasterly, the radius point of said curve being South 57 degrees 46 minutes 01 seconds East 175.00 feet from said point; thence northeasterly along said curve 11.82 feet to a point on said curve, the radius point of said curve being South 53 degrees 53 minutes 49 seconds East 175.00 feet from said point; thence North 00 degrees 46 minutes 01 seconds West 224.63 feet; thence North 89 degrees 13 minutes 59 seconds East 270.49 feet to the point of beginning, containing 2.639 acres more or less, subject to all legal highways, rights-of-way, easement and restrictions of record.



CHICAGO TITLE

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

Bradford Creek  
Section 7

I, the undersigned Registered Land Surveyor, hereby certify to the best of my knowledge and belief, that the included plat correctly represents a subdivision of a part of the Northeast Quarter of Section 27, Township 17 North, Range 5 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of the Northeast Quarter of said Section; thence South 89 degrees 13 minutes 59 seconds West (assumed bearing) along the North line of said Quarter Section 572.80 feet to the Northwest corner of Bradford Creek, Section 1, Recorded as Instrument #890055510 in the Office of the Recorder of Marion County, Indiana; thence South 00 degrees 10 minutes 21 seconds East along the West line of said Bradford Creek, Section 6, Recorded as Instrument #93-0167051 in the Office of the Recorder of Marion County, Indiana; thence South 89 degrees 13 minutes 59 seconds West along the North line of said Bradford Creek, Section 6, said line also being parallel with the North line of said Quarter Section 270.49 feet to the POINT OF BEGINNING; the following (3) courses are along the Western Boundary of said Bradford Creek, Section 6; (1) South 00 degrees 46 minutes 01 seconds East 224.63 feet to a point on a curve concave southeasterly, the radius point of said curve being South 53 degrees 53 minutes 49 seconds East 175.00 feet from said point (2) thence Southwesterly along said curve 11.82 feet to the point of tangency of said curve, the radius point of said curve being South 57 degrees 46 minutes 01 seconds East 175.00 feet from said point (3) South 32 degrees 13 minutes 59 seconds West 175.00 feet to a point on the Northern boundary of Bradford Creek, Section 5 Recorded as Instrument #930053152 in the Office of the Recorder of Marion County, Indiana, the following (4) courses are along the Northern boundary of said Bradford Creek, Section 5 (1) North 57 degrees 46 minutes 01 seconds West 120.00 (2) South 71 degrees 04 minutes 20 seconds West 339.52 feet (3) South 54 degrees 04 minutes 59 seconds West 193.18 feet (4) South 49 degrees 12 minutes 11 seconds West 210.48 feet to the Northeast corner of Bradford Point, Section 3A Recorded as Instrument #920137236 in the Office of the Recorder of Marion County, Indiana, the following (5) courses are along the Northern and Eastern boundary of said Bradford Point, Section 3A (1) North 85 degrees 16 minutes 22 seconds West 312.00 feet (2) North 08 degrees 53 minutes 30 seconds West 133.30 feet (3) North 13 degrees 12 minutes 21 seconds West 50.11 feet (4) North 09 degrees 45 minutes 20 seconds West 146.41 feet (5) South 85 degrees 40 minutes 37 seconds West 89.81 feet to a point on the Boundary of Bradford Point, Section 2A Recorded as Instrument #900043761 in the Office of the Recorder of Marion County, Indiana, the following (4) Courses are along the Northern and Eastern boundary of said Bradford Point, Section 2A (1) South 85 degrees 40 minutes 37 seconds West 56.35 feet (2) North 50 degrees 08 minutes 10 seconds West 196.39 feet (3) North 25 degrees 03 minutes 36 seconds East 246.97 feet (4) North 49 degrees 03 minutes 59 seconds East 111.06 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 273.50 feet; thence South 00 degrees 10 minutes 21 seconds East 126.70 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 200.00 feet; thence South 00 degrees 10 minutes 21 seconds East 73.30 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 150.00 feet; thence North 00 degrees 10 minutes 21 seconds West 100.00 feet; thence North 89 degrees 13 minutes 59 seconds East parallel with the North line of said Quarter Section 687.51 feet to the place of beginning containing 15.447 acres more or less, subject to all legal highways, rights-of-way, easements and restriction of record.

This subdivision consist of 47 lots numbered 109-144 and 153-163 (both inclusive) together with streets and easements shown hereon, the size of lots and widths of streets are shown in feet and decimal parts thereof.

Witness my signature this 30<sup>th</sup> day of DECEMBER 1993.



*Dennis D. Olmstead*  
Dennis D. Olmstead  
Registered Land Surveyor  
No. 900012

(AS

S 89°13'59" W  
270.49'

POINT OF BEGINNING

37.51'

155.00'

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

CODE OF BY-LAWS  
TABLE OF CONTENTS

	<u>Page</u>
<u>ARTICLE I - IDENTIFICATION AND APPLICABILITY</u>	
Section 1.01 - Identification and Adoption.....	1
Section 1.02 - Individual Application.....	1
<u>ARTICLE II - MEETINGS OF ASSOCIATION</u>	
Section 2.01 - Purpose of Meetings.....	2
Section 2.02 - Annual Meetings.....	2
Section 2.03 - Special Meetings.....	2
Section 2.04 - Notice and Place of Meetings.....	3
Section 2.05 - Voting.....	3
<u>ARTICLE III - BOARD OF MANAGERS</u>	
Section 3.01 - Number and Eligibility.....	5
Section 3.02 - Initial Board of Directors.....	5
Section 3.03 - Additional Qualifications.....	6
Section 3.04 - Term of Office and Vacancy.....	6
Section 3.05 - Removal of Director.....	7
Section 3.06 - Duties of the Board of Directors.....	7
Section 3.07 - Powers of the Board of Directors.....	8
Section 3.08 - Limitation on Board Action.....	9
Section 3.09 - Compensation.....	9
Section 3.10 - Meetings.....	9
Section 3.11 - Waiver of Notice.....	10
Section 3.12 - Quorum.....	10
Section 3.13 - Non-Liability of Directors.....	11
Section 3.14 - Additional Indemnity of Directors.....	11
Section 3.15 - Bond.....	13
Section 3.16 - Books and Records.....	13
<u>ARTICLE IV - OFFICERS</u>	
Section 4.01 - Officers of the Association.....	13
Section 4.02 - Election of Officers.....	14
Section 4.03 - The President.....	14
Section 4.04 - The Vice President.....	14
Section 4.05 - The Secretary.....	15
Section 4.06 - The Treasurer.....	15
Section 4.07 - Additional Officers.....	15
Section 4.08 - Delegation to Management Agent.....	16
<u>ARTICLE V - ACCOUNTING, BUDGETS AND ASSESSMENTS</u>	
Section 5.01 - Annual Accounting.....	16
Section 5.02 - Proposed Budget.....	16
Section 5.03 - Annual and Special Assessments.....	17

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

Section 5.04 - Fiscal Year..... 18

Section 5.05 - Limitation on Assessments..... 19

Section 5.06 - Vote for Special Assessments..... 19

Section 5.07 - Notice of Meetings for Assessments..... 19

Section 5.08 - Commencement of Assessments..... 20

Section 5.09 - Delinquent Assessments..... 21

Section 5.10 - Lien of Assessments..... 22

Section 5.11 - Liability of Grantee..... 22

Section 5.12 - Failure of Owner to Pay Assessments..... 22

**ARTICLE VI - RIGHT TO ENTER, RULES AND REGULATIONS** 23

Section 6.01 - Right of Entry..... 23

Section 6.02 - Right of Board to Adopt Rules  
and Regulations..... 23

**ARTICLE VII - AMENDMENT TO BY-LAWS** 24

Section 7.01..... 24

**ARTICLE VIII - MORTGAGES** 24

Section 8.01 - Notice to Association..... 25

Section 8.02 - Notice to Lot Owners..... 25

**ARTICLE IX - ARCHITECTURAL REVIEW COMMITTEE** 25

Section 9.01 - Creation..... 25

Section 9.02 - Purposes and Powers of the Architectural  
Review Committee..... 25

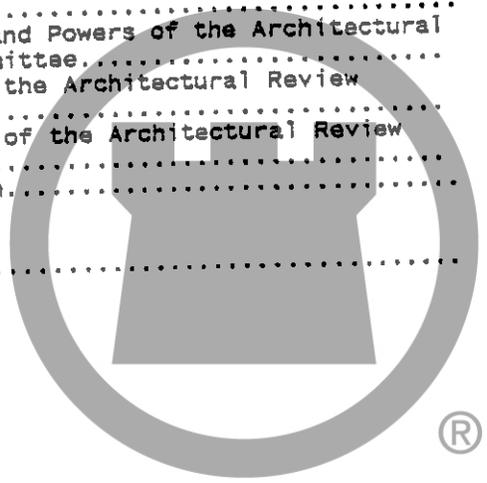
Section 9.03 - Duties of the Architectural Review  
Committee..... 28

Section 9.04 - Liability of the Architectural Review  
Committee..... 28

Section 9.05 - Inspection..... 29

**ARTICLE X - DEFINITIONS** 29

Section 10.01..... 29



CHICAGO TITLE

NOTE: we are unable to locate the ~~CODE OF BY-LAWS~~ amendment- reference on amendment 4 is not correct

OF

BRADFORD CREEK HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted to govern the administration of Bradford Creek Homeowners Association, Inc., a homeowners association created to govern the use of common areas, and partly to govern the use of the Lots, in a residential subdivision located in northeastern Marion County, Indiana, known as Bradford Creek residential subdivision.

The Articles of Incorporation of the Association are incorporated herein by reference, and all of the covenants, rights, restrictions, and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The provisions of these By-Laws shall apply to the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the lot Owners, future owners, mortgagees, tenants, future tenants, or their guests and invitees, and any other person who may use or occupy a lot or any common areas in the subdivision, shall be subject to the terms and conditions of all documents affecting such lot and the common areas, as well as by the Articles of Incorporation of the Association, these By-Laws, and any Rules and Regulations adopted by the Association.

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

Meetings of Association

Section 2.01. Meetings. At least annually and at such other times as may be necessary, a meeting of the lot owners (the "Owners") shall be held for the purpose of electing the Board of Directors, approving the Annual Budget, and for such other purposes as may be appropriate or required.

Section 2.02. Annual Meetings. The Annual Meeting of the Owners shall be held on the first Monday on or after January 15, 1991, and in each calendar year thereafter in January or February. The Board of Directors may change the date for the Annual Meeting, but it shall give written notice to Owners of any change in the date of the Annual Meeting. At the Annual Meeting the Owners shall elect the Board of Directors of the Association in accordance with the provisions of these By-Laws, shall consider the Annual Budget, and shall transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A Special Meeting of the Owners may be called by the President, by request of two (2) Directors, or upon a written request of not less than fifteen percent (15%) of the Owners. The request shall be presented to the President or Secretary of the Association and shall state the purposes for which the meeting is to be called and such purposes shall be stated in the notice thereof which is sent to the Owners. No business shall be transacted at a Special Meeting except as stated in the notice of the meeting, unless all the Owners are present.

NOTE: we are unable to locate the Place of Meetings. Any meetings  
Section 2.04 Notice and Placement Reference on amendment 4 is not correct

of the Owners may be held at any suitable place in Marion County, Indiana, as may be designated by the Board of Directors. Written notice stating the date, time and place of any meeting, and in the case of a Special Meeting the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each Owner. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association and to any Mortgagee who requests the same in writing at its address as appears on the records of the Association. Attendance at any meeting by an owner or their authorized representative, in person or by proxy, shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To facilitate the orderly conduct of the meeting, each owner other than the Developer shall be a Class A member of the Association, and shall be entitled to cast one vote on each matter coming before the meeting. The Developer shall be the sole Class B member until the Applicable Date as defined in the Articles of Incorporation. The Developer shall be entitled to three (3) votes for each lot owned as long as it is a Class B member. The Developer shall be a Class A member entitled to one (1) vote for each lot owned from and after the Applicable Date.

(b) Multiple Owner. Where the Owner of a lot constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to cast the Vote allocable to

that lot. No vote shall be split.

NOTE: we are unable to locate the 3rd amendment- reference on amendment 4 is not correct

(c) Voting by Corporation or Trust. Where a corporation or trust is an owner or is otherwise entitled to vote, the trustee may cast the Vote on behalf of the trust and the agent or other representative of a corporation who is duly empowered to vote shall cast any Votes to which the corporation is entitled.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, and such written designation shall be delivered to the Association prior to or at the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in these By-Laws, ten percent (10%) of the Owners shall constitute a quorum at all meetings.

(f) Conduct of Annual Meetings. The President of the Association shall serve as Chairman of the Annual Meeting and in his absence the Vice President shall serve. The Chairman shall call the Annual Meeting to order at the duly designated time and business will be normally conducted in the following manner:

(1) Reading of Minutes. The Secretary shall read the minutes of the last Annual Meeting and the minutes of any Special Meeting held subsequent thereto, but such reading may be waived upon motion.

(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association, and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed Annual Budget for the current year.

(3) Budget. The proposed Annual Budget for the current fiscal year shall be presented to the Owners for approval or amendment. If the Owners do not approve the Annual Assessments for the current fiscal year at the time they approve the Annual Budget, then the Board of Directors

NOTE: we are unable to locate the 2nd sentence in paragraph 4 is not correct  
shall see the Annual assessment for the year as such amount  
as will raise the funds required to comply with the Annual  
Budget, including reserve requirements.

(4) Election of Board of Directors. Nominations for the Board of Directors may be made by any owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least three (3) days prior to the date of the Annual Meeting. Voting for the Board of Directors will be by paper ballot unless a majority of the Owners present waive voting by paper ballot and approve another form of voting. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast one vote for as many nominees as are to be elected. No Owner may cast more than one vote for any nominee. Those persons receiving the highest number of votes shall be elected.

(5) Other Business. Other business may be brought before the meeting only if accepted and ruled in order by the Chairman of the Meeting, or which is pursuant to written request submitted to the Secretary of the Association at least three (3) days prior to the date of the meeting.

(6) Adjournment.

### ARTICLE III

#### Board of Managers

Section 3.01. Number and Eligibility. The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called the "Board" or "Directors" and individually called "Director"). The Board of Directors shall be composed of two (2) persons. No person shall be eligible to serve as a Director unless he is an Owner or unless he is appointed by the Developer. Also, any Owner who is thirty (30) days or more in arrears in his Annual or Special Assessments, will not be eligible to serve or to continue to serve as a Director.

Section 3.02. Initial Board of Directors. The initial Board of Directors shall be as provided in the Articles of

NOTE: we are unable to locate the 3rd amendment - reference as amendment 4 is not correct

Incorporation of the Association, all of whom shall be appointed by Developer. Notwithstanding any other provisions in the By-Laws, the initial Board of Directors shall hold office until the first Annual Meeting of the Owners which shall be held on the first Monday on or after January 15 in each year.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or an officer or trustee, shall be eligible to serve on the Board of Directors. No Owner other than the Developer may be represented on the Board of Directors by more than one person at a time.

Section 3.04. Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association. At the first annual meeting of the Board, one Director shall be elected for one (1) year, and one Director for two (2) years. At each subsequent annual meeting one Director shall be elected for a term of two (2) years (since the term of one of the Directors will be expiring), and any other vacancies in the Board of Directors shall be filled by electing a Director to serve for the remainder of the term of the Director<sup>®</sup> who did not serve for his whole term of office.

Any vacancy or vacancies occurring in the Board of Directors shall be filled until the next annual meeting of the Members by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Director. A Director or  
**NOTE: we are unable to locate the 3rd amendment, reference on amendment 4 is not correct**  
Directors, except the initial Directors, may be removed with or

without cause by vote of the Owners at a meeting duly called and constituted. In such case, a successor Director shall be elected at the same meeting from eligible Owners. A Director so elected shall serve until the next Annual Meeting of the Owners or until his successor is duly elected and qualified. An initial Director may be removed and replaced at the discretion of the Developer.

Section 3.06. Duties of the Board of Directors. The Board of Directors shall provide for the management, administration, operation, maintenance, repair, upkeep and replacement of the Common Areas in Bradford Creek, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

(a) management, maintenance, repair and replacements of the common areas, and particularly maintaining the creek and keeping it clear;

(b) procuring of utilities used in connection with the common facilities, removal of garbage and waste, and snow removal from the Common Areas and, if the Board of Directors deems prudent, from public streets in the subdivision;

(c) landscaping, painting, decorating, and furnishing of the Common Areas;

(d) surfacing, paving and maintaining streets, parking areas, and sidewalks;

(e) assessment and collection from the Owners of their pro rata share of the Common Expenses;

(f) preparation of Annual Budget;

(g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner as soon as possible after the end of each fiscal year;

(h) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying

and itemizing the Common Expenses. All records and vouchers shall be available for examination by an Owner upon reasonable notice during normal business hours;

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(i) to procure fire and extended coverage insurance covering any improvements on or to the Common Areas to the full replacement value thereof and to procure public liability and property damage insurance and Workmen's Compensation Insurance, if necessary, for the benefit of the Owners and the Association; and,

(j) assessment and collection of Special Assessments from any or all of the Owners.

Section 3.07. Powers of the Board of Directors. The Board of Directors shall have all powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;

(b) to purchase for the benefit of the Association such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Directors;

(c) to employ legal counsel, architects, contractors, accountants, and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

(d) to include the costs of all of the above and foregoing as a Common Expense;

(e) to open and maintain one or more bank accounts in the name of the Association;

(f) to determine rules and procedures for hiring and firing of personnel necessary for the maintenance, repair and replacement of Common Areas and for approving the payment of vouchers, invoices and the like;

(g) to adopt, revise, amend and alter from time to time reasonable Rules and Regulations with respect to use, occupancy, operation, and enjoyment of the Common Areas;

(h) to grant easements and other rights over the Common Areas;

(i) to impose non-discriminatory fines upon any Owner

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of Owners if they, or any members of their family, guests or invitees, shall violate any rules or regulations adopted by the Association, such fine shall be collectible by the Association in the same manner as payment of the Annual Assessment is collectible, and shall be secured by a lien on the Owner's Lot and subject to late charges and interest to the same extent as a late payment of the Annual Assessment; and,

(j) to do such other acts and things as are in the best interest of a majority of Owners and which are not contrary to law.

Section 3.08. Limitation on Board Action. The authority of the Board of Directors to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of the Owners at a meeting thereof, except in the following cases:

(a) contracts for replacing or restoring portions of the Common Areas damaged or destroyed by fire or other casualty unless all the buildings are totally destroyed;

(b) proposed contracts and proposed expenditures expressly set forth as provided for in the Annual Budget as approved by the Owners at the Annual Meeting, which shall include but not be limited to the compensation of the Managing Agent, ongoing contracts of all kinds, maintenance contracts, contracts for improvements which have been approved by the Owners and contributions to reserve accounts; and

(c) Items within the Budget need not be approved separately. The Board may also reallocate items in the Budget, if the total Budget will not be increased.

Section 3.09. Compensation. No Director shall receive any compensation for his services unless a majority of the Owners shall approve paying such compensation. Each Director shall be reimbursed for his reasonable costs and expenses incurred for the benefit of the Association.

Section 3.10. Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be

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determined from time to time by the President. The Secretary shall give notice of the regular meetings of the Board to each Director personally or mailed by United States Mail at least three (3) days prior to the date of such meeting.

Special meetings of the Board of Directors may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose or purposes for which the meeting is called. Any regular or special meeting shall be held at such place and at such time within Marion County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Any Director may, in writing, waive notice of a meeting and such waiver shall be deemed equivalent to the receipt of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at the meeting of the Board, or if those not present shall waive notice of the meeting or shall consent to the actions taken at the meeting, notice shall not be required and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall

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Section 3.13. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other persons for any error or mistake in judgment exercised in carrying out their duties and responsibilities as Director, except for their own individual willful misconduct, bad faith or gross negligence. The Association may indemnify and hold harmless each of the Directors against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of law. The Association shall if reasonably available carry liability insurance for the Board of Directors. The cost of such insurance shall be included as part of the Common Expenses. It is intended that the Directors shall have no personal liability with respect to any contract made by them in good faith on behalf of the Association. The Owners shall be subject to special assessment for sums necessary for the Association to pay the aforesaid indemnity in favor of the Directors. Every contract made by the Board or the Managing Agent on behalf of the Association shall be in the name of the Association. ®

Section 3.14. Additional Indemnity of Directors and Officers. The Association may indemnify any person, his heirs, assigns and personal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Director or an Officer of the Association, against the reasonable expenses, including attorneys fees, actually and necessarily

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incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal thereon, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such person is liable for gross negligence or willful misconduct in the performance of his duties. The Association may also reimburse to any such Director or Officer of the Association the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority 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 a Director or an Officer, no Director or Officer shall be considered or deemed to be guilty of or liable for 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 or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director or Officer be deemed guilty of or liable for negligence or willful misconduct solely by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

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Section 3.15. Bond. The class A members of the Board of Directors shall give bond and shall require any class A Treasurer and such other class A member officers as the Board deems necessary to give bond, 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 determined to be proper by the Board of Directors, or by the Owners at a duly constituted meeting thereof, and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bond shall be a Common Expense.

Section 3.16. Books and Records. The Board of Directors shall itself, or through the Managing Agent, make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of the Declaration of Restrictions, these By-Laws, any rules and regulations concerning Bradford Creek, and the books, records and financial statements of the Association. "Available" shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. ®

#### ARTICLE IV

##### Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. Any two or more offices may be held by the same

person, except that the duties of the President and Secretary shall not be performed by the same person.  
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Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He shall preside as Chairman at all meetings of the Association and of the Board, shall have and discharge all of the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including, but not limited to the power to appoint committees from the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President. A Vice President shall be elected by the Directors, but need not be from among the Directors, and shall perform all duties incumbent upon the President during the absence or disability of the President. In the absence of the President, the Vice President shall preside at all meetings of the Owners and of the Board of Directors. The Vice President shall also perform such other duties as these

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By-Laws may be prescribed or amended from time to time, be delegated to him by the Board or by the President.

Section 4.05. The Secretary. The Secretary need not be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meeting, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of the Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into the possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. The Treasurer need not be a Owner.

Section 4.07. Additional Officers. The Board of Directors may, from time to time, designate and elect additional officers, including but not limited to Vice Presidents and an Assistant Secretary and Assistant Treasurer who shall have such powers and

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duties as are set forth herein for such office. The Assistant Secretary and Assistant Treasurer shall have such powers and duties as the officer whom they are elected to assist shall delegate to them, and such other powers and duties as these By-Laws or the Board of Directors may prescribe.

Section 4.08. Delegation to Management Agent. The duties of the Secretary and/or the Treasurer may be delegated to a Managing Agent if one is then serving.

#### ARTICLE V

##### Accounting, Budgets and Assessments

Section 5.01. Annual Accounting. Annually, as soon as practicable after the close of each fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by an independent public accountant, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year. The Association shall furnish such financial statement for the preceding fiscal year free of charge to any holder, insurer or guarantor of a first mortgage who shall so request in writing.

Section 5.02. Proposed Budget. Annually, on or before the date of the Annual Meeting of the Association, the Board of Directors shall cause to be prepared a proposed Annual Budget for the ensuing or current fiscal year estimating the total amount of the Common Expenses for such fiscal year. The Board of Directors shall furnish a copy of such proposed Annual Budget to each Owner prior to or at the Annual Meeting. The Annual Budget shall be submitted to the Owners at the Annual Meeting of the Association

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Annual Assessment for the following fiscal year. At the Annual Meeting of the Owners, the Budget may be approved in whole or in part or may be amended in whole or in part, by a majority Vote of those persons voting in person or by proxy; provided, however, that the Board of Directors may adopt a tentative Annual Budget for each year until an Annual Budget is approved by the Owners.

Section 5.03. Annual and Special Assessments. Common Expenses shall be assessed to the Owners, either as an Annual Assessment, or as a Special Assessment, equally with respect to each lot which is subject to assessment, all as set forth below:

(a) An Annual Assessment shall be made for each Fiscal Year of the Association for all anticipated ongoing operating expenses of Association, including reserves. The Annual Assessment shall be paid in four (4) equal quarterly installments which shall be due and payable in advance on the first day of the months of February, May, August, and November. The amount of the aggregate Annual Assessments shall be equal to the total amount of expenses provided for in the Annual Budget, including reserve items.

(b) Special Assessments may be made for any unusual and/or extraordinary items, including capital expenditures, and any unanticipated items. Special Assessments shall be payable in such amounts and at such times as may be provided in the resolution or other formal proposal setting forth the terms of such Special Assessments.

NOTE: (c) The Annual Assessment and all Special Assessments we are unable to locate the old amendment reference on amendment 4 is not correct

together with interest, late charges, costs and reasonable attorney's fees, shall be a continuing lien on the lot upon which each such assessment is made as each installment thereof becomes payable. Each such Assessment, together with interest, late charges, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of the lot at the time the Assessment was payable.

Section 5.04. Fiscal Year. The Fiscal Year of the Association shall commence on January 1 and end on December 31, but the Board of Directors may change such Fiscal Year. If the Fiscal Year is so changed, the Annual Assessment for the prior fiscal year shall continue to be assessed during any short Fiscal Year, unless the Board of Directors shall submit an interim or modified Budget and Annual Assessment for such period to the Owners.

Section 5.05. Limitation on Assessments. During the Fiscal Years ending on or prior to December 31, 1992, the Maximum Regular Annual Assessment shall be <sup>75.00</sup>~~59.00~~ per Residence Unit per year payable in advance in yearly. For the purposes of this Section any lot re-acquired by the Developer after it has been sold shall be deemed not to be owned by the Developer.

From and after December 31, 1992, the Maximum Regular Annual Assessment shall not be increased more than fifteen percent (15%) above the previous year's assessment unless such larger increase is approved by a vote of more than fifty percent (50%) of the Owners other than the Developer who vote in person or by proxy at

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a meeting duly held after the Owners have been notified that such

meeting would consider the Annual Budget for the following year and that an increase of more than fifteen percent (15%) above the previous year's assessment may be necessary.

Section 5.06. Vote for Special Assessments. No Special Assessment shall be adopted unless voted for by two-thirds (2/3) of the members of the Association who are voting in person or by proxy at a meeting called for this purpose. However, Special Assessments required because of an insufficiency of insurance shall not be subject to any vote by the Owners.

Section 5.07. Notice of Meetings for Assessments. Written notice of any meeting other than the Annual Meeting which is called for the purpose of approving the Annual Budget and Annual Assessment or a Special Assessment, shall be given or sent to all members and such notice shall state that the Annual Budget and/or a Special Assessment will be considered at such meeting.

Section 5.08. Commencement of Assessments. The Annual Assessments provided for herein shall be made for each Fiscal Year of the Association. The Annual Assessment shall be set for each fiscal year of the Association. If the Annual Assessment has not been set by the first day of the Fiscal Year, then the payments due on the Annual Assessment shall be based upon a Tentative Annual Budget set by the Board of Directors, and if none is set then the assessments shall be based on the prior year's assessment until the Annual Budget and the Annual Assessment for such Fiscal Year is approved. The first payment of the Annual Assessment payable after the Annual Budget is

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approved shall be adjusted to compensate for any prior payments which were too high or too low. If more than one lot is conveyed or rented with a home, then each lot, or part lot, shall be subject to the Annual Assessment. A part lot shall be subject to a pro-rata share of such Assessment. The Annual Assessment for the Fiscal Year in which occurs the conveyance of the first lot to an Owner other than a builder shall be established by the Developer. No lot shall be liable for payment of the Annual Assessment until after a home on the lot is substantially completed and is then conveyed by the Builder of the home to a purchaser. At the time of the first conveyance of a home, the purchaser shall pay a prorated assessment for the balance of the quarter in which the lot is conveyed. The seller of each lot shall be responsible to notify the Association of his sale of the lot and to give to the Association the purchaser's name and address for mailing purposes and satisfactory evidence of his ownership.

Section 5.09. Delinquent Assessment. Any payment of an Assessment which is not paid within fourteen days of the date when due shall automatically be subject to a late charge of \$25.00. Late charges may continue to be assessed<sup>®</sup> for each quarter a payment remains outstanding. The Board of Directors shall have the right to change the amount of the late charge, the time period before such charge is imposed, and to make other provisions for late charges and/or for imposing interest on late payments. The Association may bring an action at law against the Owner personally obligated to pay the same; it may foreclose its

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1 No rights against the Owner's lot; or it may assert both rights and/or  
any other remedy available to it in law or in equity.

Section 5.10. Lien of Assessments. All sums assessed by the Association, but unpaid, including installments of the Annual Assessment and Special Assessments, and any fines duly imposed by the Association, together with late charges, interest, attorney's fees and the costs of collection thereof, shall constitute a lien on the Owners lot prior to all other liens, except only:

(a) Tax liens on the lot in favor of any assessing unit or special district; and

(b) All sums unpaid on a first mortgage of record.

The sale or transfer of any lot by foreclosure or by deed in lieu of foreclosure (but not any other transfer), shall extinguish the Assessment lien for payments which became due prior to the date of such sale or transfer, but shall not extinguish the personal liability of the lot Owner for such assessments. No such sale or transfer shall relieve the lot Owner from liability for any assessments thereafter becoming due or from the lien thereof. The lien for sums assessed may be foreclosed by a suit by the Association or the Managing Agent on its behalf in like manner as a mortgage of such property.® In any such foreclosure the Owner shall be required to pay a reasonable rental for the use and occupancy of the lot. The Association, upon the affirmative vote of 90% of all the Owners (so authorizing and setting up a special assessment to pay for the same), shall have the power to bid on the lot at any foreclosure sale and to acquire and hold, lease, mortgage and convey the

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Section 5.11. Liability of Grantee. In a voluntary conveyance of a lot other than a deed in lieu of foreclosure, the grantee of the lot shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses or for special assessments up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Upon the request of any Owner, purchaser or Mortgagee, the secretary or other authorized officer of the Association or the Managing Agent shall provide within seven (7) days of the request, a statement of the amount of current and delinquent assessments by the Association, including fines and charges, against a particular lot. The Association may charge a reasonable charge for such statement if permitted by law and it may require the Owner to confirm that the person requesting the statement is a Mortgagee or purchaser of or from the Owner. Once having been furnished with such a statement, such person (other than the delinquent Owner) shall not be liable for, nor shall the lot conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth, plus costs of collection of such sums, if applicable.

Section 5.12. Failure of Owner to Pay Assessments. Each Owner shall be personally liable for the payment of all Annual and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and

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several. The Board may, at its option, bring a suit to recover a  
money judgment for any unpaid Annual or Special Assessments  
without foreclosing or waiving the lien securing the same, or it  
may bring a joint action to recover money damages and to  
foreclose its lien on the lot.

#### ARTICLE VI

##### Right to Enter, Rules and Regulations

Section 6.01. Right of Entry. Each Owner shall grant the  
right of entry to the Managing Agent or any other person  
authorized by the Board in case of any emergency originating in  
or threatening his lot or home, whether the Owner is present at  
the time or not. Any Owner shall permit other authorized  
persons, or their representatives where so required, to enter his  
lot for the purpose of inspection or performing installations,  
alterations, repairs and improvements to any Common Areas. The  
Association shall attempt to see that requests for entry are made  
in advance and that such entry is at a time convenient to the  
Owner. In case of emergencies, such right of entry shall be  
immediate and without notice.

Section 6.02. Right of Board to Adopt Rules and  
Regulations. The Board may promulgate such reasonable and  
non-discriminating Rules and Regulations regarding the operation  
of the Common Areas and to provide reasonable restrictions on the  
use of the several lots, as the Board may deem necessary from  
time to time. The Board shall cause copies of such Rules and  
Regulations to be delivered or mailed promptly to all Owners.

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ARTICLE VII

Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than sixty-seven (67%) of the Owners voting in person or by proxy at a duly constituted meeting called for such purpose, or at an Annual Meeting.

ARTICLE VIII

Notices

Section 8.01. Notice to Mortgagee. Any Owner who places a first mortgage lien upon his lot may notify the Secretary of the Association or the Managing Agent and provide the name and address of the Mortgagee, or the Mortgagee may do so, with a statement as to whether notices are to be sent to the Mortgagee. A record of such Mortgagee and its name and address shall be maintained by the Secretary or the Managing Agent and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration or these By-Laws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record at the time provided, or as to which the Association is later notified in writing. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary or the Managing Agent, either by the Owner or the Mortgagee, no notice to the Mortgagee as may otherwise be required by the Declaration or these By-Laws shall be required.

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Section 8.02. Notice to Owners. Each Owner shall have the duty to notify the Association of his address for notice purposes and all notices duly mailed or delivered to that address shall be proper notice hereunder. The Association shall have no duty to send notice to any Owner, to any other address or to any Owner for whom the Association has no address.

#### ARTICLE IX

##### Architectural Review Committee

Section 9.01. Creation. The Board of Directors shall create and establish the Architectural Review Committee to perform the functions provided for herein. At all times during the Development Period, the Architectural Review 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 end of the Development Period, the Architectural Review 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. The Board of Directors may, at any time after the end of the Development Period, remove any member of the Architectural Review Committee at any time upon a majority vote of the members of the Board of Directors.

Section 9.02 Purposes and Powers of the Architectural Review Committee. The Architectural Review Committee shall

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approve the external design, appearance and location of residences, buildings, structures or other improvements placed on any Lot, and the installation and removal of trees, bushes, shrubbery and other landscaping on any Lot, in such a manner as to preserve and enhance the value and desirability of the Bradford Creek subdivision for the benefit each Owner and to maintain a harmonious relationship among structures and the natural vegetation and topography.

(i) In General. No residence, building, structure, antenna, fence, wall, patio or improvement of any type or kind shall be erected, constructed, placed or altered on any Lot and no change shall be made in the exterior color of any Residence Unit or accessory building located on any Lot without the prior written approval of the Architectural Review Committee or of the Developer at any time during the Development Period. Such approval shall be obtained only after written application has been made to the Architectural Review Committee by the Owner of the Lot requesting authorization from the Architectural Review Committee. Such written application shall be in the manner and form prescribed from time to time by the Architectural Review 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

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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 Architectural Review Committee may require. All plans and drawings submitted to the Architectural Review Committee shall be drawn to a scale of 1" equals 10', or to such other scale as the Architectural Review Committee may require. When required by the Architectural Review 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 Architectural Review Committee acknowledging the approval thereof.

(ii) Power of Disapproval. The Architectural Review Committee may refuse to grant permission to repaint, changing part or all of the exterior color of the Residence Unit, construct, place or make the requested improvement or alteration (the "Requested Change"), when: <sup>®</sup>

(a) The plans, specifications, drawings or other material submitted are inadequate or incomplete, or show the Requested Change to be in violation of any restrictions in this Declaration or in a Plat of any part of the Bradford Creek subdivision;

(b) The design or color scheme of a Requested Change is not in harmony with the general surroundings of the Lot or with adjacent buildings or structures; or

(c) The Requested Change, or any part thereof, would, in the opinion of the Architectural Review Committee, be contrary to the interests, welfare or rights of any other Owner.

(iii) Rules and Regulations. The Architectural Review Committee, from time to time, may promulgate, amend or modify additional rules and regulations as it may deem necessary or desirable to guide Owners as to the requirements of the Architectural Review 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 a Plat of any part of the Bradford Creek subdivision, as long as the same are not inconsistent with this Declaration or such Plat(s).

Section 9.03. Duties of the Architectural Review Committee. If the Architectural Review Committee does not approve proposed repainting, construction or improvements within thirty (30) days after information on the Requested Change shall have been submitted to it, then such Requested Change shall be deemed denied. One copy of submitted material shall be retained by the Architectural Review Committee for its permanent files.

Section 9.04. Liability of the Architectural Review Committee. Neither the Architectural Review Committee, the

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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 or for any decision made by it unless made in bad faith or by willful misconduct.

Section 9.05. Inspection. The Architectural Review Committee or its representative may inspect work being performed to assure compliance with this Declaration and the materials submitted to it pursuant to this Article VI and may require any work not consistent with the approved Requested Change, or not approved, to be stopped.

ARTICLE X

Definitions

Section 10.01. All terms used herein shall have the same meaning as defined in the Declaration of Restrictions governing the Subdivision which was filed as Instrument No. 89-57333 in the office of the Recorder of Marion County or which may be filed from time to time with respect to any part of the tract described in Exhibit "A" attached hereto and incorporated

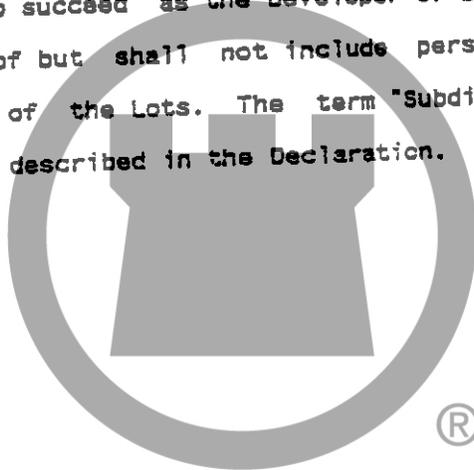


CHICAGO TITLE

herein (which shall be collectively known as the "Declaration").

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A "Director" as used herein is any member of the Board of Directors, and the term "Board" refers to the Board of Directors. The term "Annual Budget" shall mean the Budget adopted, or in context proposed for adoption, pursuant to Article V of these By-Laws. The masculine pronoun shall be construed to include and/or mean the feminine and neuter gender as the case may be and the singular shall where applicable include the plural. The term "Member" means a Owner in his capacity as a member of the Association, and sometimes the term Owner is used to describe such person in his capacity as a member of the Association. The term "Developer" means the Bradford Group, Inc. and its successors and assigns who succeed as the Developer of Bradford Creek or any part thereof but shall not include persons who merely build homes on any of the Lots. The term "Subdivision" means the parcel of ground described in the Declaration.



CHICAGO TITLE