

INDIAN LAKE IMPROVEMENT ASSOCIATION

CERTIFIED COPY OF RESOLUTION

THIS IS TO CERTIFY that a Special Meeting of members of Indian Lake Improvement Association was held at the Lawrence Park Community Building, 5301 N. Franklin Road, on Saturday, December 29, 2001 at 10:00 o'clock A.M., to determine whether or not the existing Conditions and Restrictions and obligations of lot owners shall be continued and for how long; that notice of this meeting and the purpose thereof was given by U.S. Mail, postage prepaid, to all members and owners of lots in Indian Lake First, Second, and Third Sections, at their last known addresses, more than ten (10) days before said meeting; that said meeting was attended by the owners of 163.5 lots in said Indian Lake First, Second and Third Sections, out of a total of 197 lots; that at said meeting the following resolution was adopted by the affirmative vote of 163.5 members and owners of lots in Indian Lake First, Second and Third Sections, who were either present in person or represented by proxies to be voted in favor of this resolution, this being 83% and of all members and all owners of lots in said addition:

RESOLVED, that the Declaration and Conditions and Restrictions applicable to lots in Indian Lake Subdivision, executed on May 16, 1929, by Indian Lake Development Company and recorded in Miscellaneous Record 210 at page 218, and amended by resolutions passed on August 6, 1941, and recorded in Miscellaneous Record 313, at page 475, and on January 8, 1941, and recorded in Miscellaneous Record of Marion County, Indiana, and as amended by resolutions passed on November 30, 1961, and recorded in Miscellaneous Record 693, at page 381, Instrument Number 114428 on December 29, 1961, in the Office of the Recorder of Marion County, Indiana, and as amended by resolutions passed on November 23, 1981, and recorded in the Office of the Recorder of Marion County, Indiana under Instrument No. 82-04681, and as amended by resolution passed March 7, 1996, and recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 1996-0032299, be and they are hereby modified and extended for an additional period to expire no later than December 31, 2021, which Declaration of Conditions and Restrictions applicable to lots in Indian Lake, Sections 1, 2, and 3, shall read as follows:

NOW THEREFORE, in furtherance of the desire and purposes aforesaid, and in consideration of the benefits to accrue to said corporation and future owners of lots in said "Indian Lake First Section," "Indian Lake Second Section", and "Indian Lake Third Section", and any subdivision of said Block J in said "Indiana Lake Improvement Third Section", when and if resubdivided and replatted, the undersigned hereby declares that each of said lots and all of said estate now or hereafter platted as aforesaid, except Block F

in Indian Lake Third Section, shall be owned and held, subject to the following covenants, conditions, restrictions, easements, rights, stipulations and agreements, each and all of which shall constitute an essential part of the consideration for future conveyances of any or all of said lots, and each and all of which shall always be held and considered as, and have the force and effect of, covenants running with the land, respectively against and in favor of each and all persons who shall from time to time respectively be the owners of the several lots above referred to but said covenants shall not be considered as working forfeiture of title or reversion, and the obligations of said covenants shall be binding on each owner of a lot only while he or she is owner thereof, and not perpetually, but each successive owner of a lot by his or her act of taking title thereto, or exercising ownership thereof, shall thereby assent to all of said conditions, restrictions, easements, rights, covenants, stipulations, and agreements and shall thereby assume and agree to abide by and perform every positive and negative obligation thereof so long as the same shall be in force and effect, to wit:

1. The undersigned corporation shall procure to be presently incorporated under the laws of the State of Indiana, a corporation, not organized for profit, to be named "Indian Lake Improvement Association" (hereinafter designated as the Association) for the purpose of cooperating and assisting the several owners of said platted lots in carrying out the general plan of making said real estate above described a self-regulated residential district and zone, and for the further purpose of taking, owning and holding the lake, dam, parkways, drives, trails, playgrounds, parks and beaches shown and indicated upon the plats of said "Indian Lake First Section," "Indian Lake Second Section," "Indian Lake Third Section," and any replat of said Block J in said "Indian Lake Third Section," for the use in common of the several owners of the lots above referred to in accordance with the provisions hereof, who shall carry out and perform the covenants and obligations herein prescribed and pay all assessments herein provided, Said Association shall have one membership for each lot in said "Indian Lake First Section," "Indian Lake Second Section," "Indian Lake Third Section," and, when and if said Block J in "Indian Lake Third Section" is resubdivided and replatted, one membership for each additional lot into which said Block J, or any part thereof, shall be re-subdivided, and said membership shall be evidenced by certificates numbered to correspond with the numbers of said lots upon said plats, and each owner of any lot shall become the owner of the membership in said Association bearing number corresponding to the number of the lot or lots owned by him or her, and each membership shall pass by deed to said lot and be vested in the grantee named in said deed, and shall be appurtenant to said lot

and transferable only to the successive purchasers and owners of said lot. Each membership shall have one vote in all meetings of said Association either in person or by proxy.

2. The undersigned corporation hereby binds itself to convey to said Association, when the same shall be incorporated and organized, all the real estate shown and indicated upon said plats as lake, dams, trails, drives playgrounds, parks, parkways, and beaches, and Blocks A, B, C, D, E, G, H, I, and K, and, when and if said Block J in said "Indian Lake Third Section," or any part thereof, is replatted and re-subdivided, to convey to said Association all parts thereof correspondingly indicated on the recorded plat or plats of such re-subdivision or re-subdivisions, which said real estate shall be held by said Association not only for its own corporate purpose, but also for the common use and benefits of said lot owners, who shall carry out and perform the covenants and obligations herein prescribed and pay all assessments herein provided, their families, friends, and employees but in such manner only and to the end that same shall not be and shall never become public, or subject to public use, except when and as hereinafter expressly provided and reserved and except "Indian Lake Boulevard" shown upon said plats, which said Boulevard has heretofore by said plats been dedicated to the public.

3. Save only as a way of necessity to his or her lot, the owner of any lot who shall have failed to carry out and perform the covenants and obligations herein prescribed, or shall have failed to pay any assessment herein provided, or shall have failed to comply with the by-laws of said Association, shall be debarred from any use by himself, herself, or his or her family, friends, and invitees of all property owned by said Association devoted to a common use herein provided.

4. Each deed to a lot executed by the Indian Lake Development Company shall contain the address of the purchaser of said lot, to which address all notices of any kind required to be sent by said Association to member or owners of lots shall be sent by United States mail, and such notice, when mailed, shall be notice to any subsequent owner or owners of said lot, until and unless such subsequent owners shall file with said Association a change of address, and thereafter all notices shall be sent by United States mail to the latest address so filed with said Association.

5. The undersigned corporation shall procure to be initially provided and by the articles of association thereof; or its by-laws, that said Association shall have, among others, the following powers:

- a. To make reasonable rules and regulations for the use of community property by lot owners;
- b. To take title to and own the lake, dam, parkways, drives, trails, playgrounds, parks, and beaches and any other real estate deemed necessary to facilitate the needs of the Association, for such areas owned or to be owned in said subdivision, and in any replat of Block J in said "Indian Lake Third Section," and to co-operate with and assist the several plats in carrying out the general plan of making said subdivisions a self-regulated residential district and zone and to hold, manage, and maintain said property not only for its own corporate purposes, but also for the common use and benefits, of the lot owners in said subdivision, their families, friends and invitees, but in such manner only and to the end that the same shall not be, and shall never become, public or subject to public use;
- c. To provide that the Association shall have the power to authorize and make contracts for the installation, maintenance and operation of service utilities;
- d. To provide for an annual budget of expenditures to be prepared by the directors and submitted to the lot owners which shall include provision for the maintenance, strengthening and repair of the lake dam; clearing and purifying the waters of the lake; improving and maintaining roadways, parkways, drives, trails, playgrounds, beaches and other property of the Association, for improving, installing and maintaining surface drainage; for the planting of trees and shrubbery upon community property; for the cutting of weeds and grass upon community property; for policing, prohibiting nuisances, removing through its own or contractual agencies, all garbage, ashes and solid or liquid refuses from the lots of members in said district or zone and from community property; for construction, purchasing, maintaining and operating any community service; for the payment of salaries or per diem to any person or persons employed by said Association to keep its records or administer its funds for the acquisition of additional property for the common use; for preserving order and doing other things necessary or advisable to keep community property neat and in good repair; for the enforcement of building restrictions and the covenants, stipulations, obligations, agreements, easements reservations, rights, powers and charges herein provided

for, or provided for in the declaration of conditions and restrictions executed by Indian Lake Development Company on the 16th of May, 1929, and recorded in Misc. Record 210 at page 218, in the Office of the Recorder of Marion County, Indiana, for the payment of taxes, municipal assessments, and all other governmental charges that may at any time be laid or levied upon or against the property of said Association or said Association itself; and for any and all other purposes deemed necessary or appropriate to protect and promote the general welfare of said community;

- e. To provide that the Board of Directors shall assess and collect from the members of the Association the amount of money fixed in the budget as aforesaid, with the following provision with respect to making and collecting said assessments: Assessments shall be levied uniformly on all lots owned by members of this Association in proportion to the valuation of each lot as assessed at the last assessment date by the public assessing authority. On or about the 1st day of February of each year, the Secretary shall give notice to each member of the amount of the assessment against his or her lot or lots, and each member shall pay the same by June 30th of each year or be in default. All assessments shall be a prior lien on the lots within respect to which said assessments are made in favor of said Association, subject and subordinate only to taxes, municipal liens, and to the lien of any bona fide mortgage upon any lot, and at the option of the Association assessments may be foreclosed in any court of competent jurisdiction by the Association as plaintiff for the amount of the assessment with interest, attorney's fees and costs. Any judgment obtained shall be without relief from valuation or appraisal laws. Each owner of any of said lots from the time of obtaining title thereto shall be held to have covenanted personally to pay to the Association all maintenance fund charges and assessments provided for herein which were due and unpaid at the time he or she obtained title and all such charges and assessments thereafter made or falling due during his or her ownership thereof. Upon demand a certificate shall be issued by the Treasurer of the Association showing the amount of any charges and assessments against any lot, which certificate shall be binding upon the Association, and each member by accepting title to any lot or lots and by accepting membership in the Association shall be held to have vested the Association with the right and power

in its own name to fix charges and levy assessments and to prosecute all suits, legal or equitable or otherwise which may, in the opinion of the Association, be necessary or advisable for the collection of such charges and assessments;

- f. Nonpayment of Assessments. Should any member of the Association fail to pay the assessment by June 30th of each year, said delinquent member's privileges granted by this Resolution shall automatically be suspended without further notice. Said suspension shall continue in full force and effect until said member's delinquency in assessment payment is cured by said member. This suspension of privileges applies to the individual member or members, the member's family, guests, successors and assigns, upon suspension, the affected member may not utilize the privileges granted by this Resolution as the guest of another member. Said suspension of privileges shall be revoked, and the affected member's privileges reinstated, upon payment in full of the member's delinquent assessment. Suspension of privileges shall not affect a member's obligations to pay each year's assessment in full. The suspension power granted by this provision is in addition to the other powers granted herein, and shall be used in connection therewith.

- g. To provide that all assessments shall be paid to the Treasurer of the Association and disbursed by him or her upon the order of the Board of Directors for the purposes above named. With the exception of Block J in "Indian Lake Third Section", there shall be no re-platting or re-subdividing of any of the real estate shown and indicated upon those plats identified above as lake, dam, trails, drives, playgrounds, parks, parkways, beaches blocks or lots without the affirmative vote of the owners of not less than seventy-five percent (75%) of all the lots in said Indian Lake Subdivision. Further, no dwelling shall be built on any portion of real estate within the Indian Lake Subdivision consisting of less than one whole lot as shown and indicated upon the above said plats;

- h. To provide that if the owner or owners of any lot or lots shall fail to cut the grass or weeds on any premises owned by them on or before June 15th of each year, then the Board of Directors shall have the right at anytime, after June 15th of each year, without notice and without being a trespasser to enter upon any lot or lots, without reference to the ownership thereof, and cut weeds and

grass and levy an assessment against the owner or owners for the cost thereof, which said assessment shall be in addition to the regular assessments for the maintenance fund, and if not paid within thirty (30) days after notice of said work being done, shall be and become a lien on the respective lot or lots in the same manner and subject to the same right of foreclosure as provided with reference to assessments and charges for said maintenance fund;

- i. To provide that in the event of the total or partial destruction of the lake dam, or the permanent lowering of the water level of the lake due to any cause whatever, the Association shall hold a special meeting of members, i.e., lot owners, within sixty (60) days thereafter, giving ten (10) days notice to all members of the time and place of said meeting and unless more than seventy-five per cent (75%) of the votes cast by those present in person or by proxy at said meeting are in opposition to the reconstruction or repair of the dam, or the taking of appropriate steps to restore the waters of said lake, said Association shall proceed immediately with the rebuilding of said dam, or in such other manner as may be required in order to restore the water level of said lake, and for the purpose of this provision the presence of the members owning twenty per cent (20%) of all the lots shall constitute a quorum. The vote shall be upon the single question of whether the dam shall be restored or reconstructed, or measures taken to restore the water level. Upon an affirmative vote being cast, all questions as to the method of reconstruction of the dam, or the restoration of the water level, shall be determined by the Board of Directors of said Association.

As soon as the cost of the reconstruction of the dam, or the restoration of the water level, shall be ascertained, the Association shall enter into a contract with the lowest responsible bidder and notice shall be given to each lot owner setting forth the amount of the assessment to be paid by him or her, which assessment shall be in proportion to the assessed value of his or her lot or lots in the manner hereinbefore provided, and said assessment shall forthwith become due and payments shall be made sixty (60) days after notification of the amount of said assessment. In the event of non-payment of same, said assessment shall become a lien on the property of the defaulting owner in the same manner as charges for maintenance fund, and as provided for above, and shall be

subject to foreclosure by said Association in the same manner as herein provided with respect to maintenance charges.

If at any time said lake dam falls into despair or is destroyed, or for any reason the waters of said lake cannot be properly maintained or the vote of the membership of said Association shall be cast in opposition to the repair or reconstruction of said dam, or the taking of steps necessary to maintaining the lake, then the Association shall convert said lake bottom into a park to be used for general park purposes by all owners of lots and assess and collect the cost thereof against said lots in the manner hereinbefore provided, unless by the affirmative vote of seventy-five percent (75%) of the members a different disposal thereof shall be directed;

- j. To provide that any or all the land in which the Association has an interest, may be conveyed in whole or in part upon any terms, traded or otherwise disposed by said Association upon the affirmative vote of not less than seventy-five percent (75%) of the memberships of said Association (i.e.,) the owners of not less than seventy-five percent (75%) of the lots in said subdivision or subdivisions, and the proceeds of such sale may be used for the payments of debts and obligations of the Association and any balance shall be distributed pro-rata according to the assessed value to the owners of lots of said subdivision or subdivisions;
- k. To provide that until no later than December 31, 2021, these by-laws, except by-laws with reference to assessments and liens referred to in Paragraphs 5(e), (f), (g) and (h) above may be amended only by the affirmative vote of the owners of all the lots in said subdivision or subdivisions; and that said by-laws with reference to assessments and liens referred to in Paragraphs 5(e), (f), (g) and (h) may be amended only by the affirmative vote of the owners of not less than seventy-five percent (75%) of all the lots in said subdivision or subdivisions, provided, however, that prior to December 31, 2021, no amendment shall be made which will permit liens senior, superior or ahead of the lien of any bona fide mortgage upon any lot.
- l. To provide that the Board of Directors of said Association shall call a meeting of the members of said

Association to be held no later than December 31, 2021, and give thirty (30) days written notice thereof to each lot owner by United States mail, addressed to the last recorded address as provided in the declaration of conditions and restrictions executed on May 16, 1929, by the Indian Lake Development Company and recorded in Misc. Record 210; at page 218, in the Office of the Recorder of Marion County, Indiana, at said meeting each lot owner shall have the right to cast, in person or by proxy, one vote for each lot owned by him or her. At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and that restrictions and/or conditions if any, shall thereafter attach to said lots and the use thereof and what rights and for what purpose, if any said Association shall have to assess lots and lot owners, but no restrictions or conditions upon lots or the use thereof and no right to assess lot owners shall be binding or effective, unless same shall receive the affirmative votes of the owners of not less than sixty-five percent (65%) of said lots, but if same shall receive the affirmative votes of the owners of not less than sixty-five percent (65%) of said lots then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptances of deed or the assertion or exercise of rights of ownership shall constitute an affirmative acceptance of this provision, and an agreement to be bound by the action of the owners of sixty-five per cent (65%) of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

6. USES OF LAKE. All owners of lots shall have the privilege of using said lake for fishing, boating, aquatic and ice sports at their own risk. Neither the undersigned, the Association, its agents, officers or directors, nor any lot owners shall be personally liable for any injury to person or property resulting from the use of said lake, or any of the community property herein referred to. No person shall have the right to land upon the private property of any lot owner, except by his permission or invitation.

7. PROVISIONS RELATING TO ASSOCIATION PROPERTY. Any and all owners of lots, who shall carry out and perform the covenants and obligations herein prescribed and pay the assessments herein provided, the members or their families and personal private

guests, shall have and are hereby given and granted free access to and the use of all areas designated as trails, drives, playgrounds, parks, parkways, and beaches upon the plats hereinbefore, referred to, and the privilege to enter upon or into and leave the waters of the waters of said lake along the shores of said parkways, trails, and beaches, and the owners, not abutting on said lake, shall with the permission and approval of the Association, have the right, separately or in conjunction with other owners of said lots, to build suitable piers, landings, racks, docks, or boathouses upon the shores of said parkways and beaches for the tying up or storing of boats owned by them. The privilege to use said Lake and to enter upon or make use of in any manner whatsoever, subject to the limits herein set out, of any property of the Association shall be deemed an easement appurtenant respectively to each lot.

8. LANDINGS, DOCK AND BOATHOUSES. The owners of property bounded on any side or sides by lakeshore water edge shall have the right to extend piers, landing docks, boathouses and other similar structures into said lake to a point not more than twenty-five (25) feet from the lakeshore line, but no person shall build any landing, pier, dock, boathouse or any other structure running or extending more than twenty-five (25) feet from the shore line of said lake, as determined by the dam level, and no posts, stakes or piling shall be driven into the bed of said lake, and no rafts or structures of any character shall be permitted to float thereon unless the same be securely and permanently attached to the shore thereof, and no wires, ropes, fences or other obstruction or any kind shall be run out into the waters of said lake by any lot owner beyond said distance of twenty-five (25) feet. No hunting or shooting on or over said lake shall be permitted.

No boathouse shall be built on the shores of said lake or be permitted to float upon the surface thereof unless the same be of sound and substantial construction and painted, and be firmly attached to and connected with the land owned by the builder thereof, and no boathouse or similar structure shall be designated or used for sleeping or other housing purposes, but the same shall be for the storage of boats only. The Association shall have the right to supervise the construction and maintenance of all structures built, in whole or in part, upon or over said lake or land belonging to said Association.

9. PRIVATE RESIDENCE RESTRICTIONS. All of said lots shall be used for private residence and incidental gardening purposes only, and no building of any kind whatsoever shall be erected or maintained thereon, except private dwelling being designed and directed for occupation by a single private family, together with appropriate garden houses and private garages for the sole use of

the respective owners or occupants of said lots upon which said dwellings, garden houses and garages are erected. Only one dwelling shall be built upon each of said lots. No hotel, boarding house, rooming house, double house, apartment house, flat, mercantile building, factory, sanitarium, undertaking establishments, or place of any sort for the serving of food or refreshments to the public, public garage, dance hall, stable, poultry yard, cess pool, privy or privy vault, or depository of any character for liquid waste, except septic tanks and dry wells connected therewith, and no other structure of any kind, except private residence buildings, private garages and garden houses, as herein provided, shall be erected in or on any lot or lots, and no billboard or sign is painted or erected, in violation hereof, said Association, or the undersigned, or its successors or assigns, or any of them, shall have the right to remove same. No residence shall be erected, placed or altered on any building plot in this subdivision until the external design and location thereof have been approved in writing by the Board of Directors of the Association, provided, however, that if said Board fails to approve or disapprove such design and location within thirty days after such plans have been submitted to it, or if no suit to enjoin the erection of such building or the making for such alterations has been commenced prior to the completion thereof; such approval will not be required. --(As amended August 5, 1940, Misc. Rec. 313, p. 1475).

10. DWELLING SIZE RESTRICTIONS. Only one single family dwelling house having a floor area, exclusive of basement, open porches and attics, of not less than one thousand five hundred (1,500) square feet, shall be built or erected on any lot. Every house or structure erected in said subdivision or subdivisions, or upon any lot thereof, shall be completely finished on the outside and all wood surfaces, except roofs, shall be painted at least two coats of paint upon completion.

11. BUILDING LINES RESTRICTIONS. No building whatsoever, or part thereof, of any character, shall be erected or permitted to extend between any street line and the adjacent front yard line shown upon the plat or plats of said subdivision or subdivisions and indicated thereon by dotted line, and no building, or part thereof, except boathouses, docks, piers, landings, diving platforms or other similar structures, shall be erected or permitted within thirty-five (35) feet of the line marked on said plat or plats as "water's edge". No building, or part thereof, other than porches, shall be built within seven (7) feet of any line on any lot, which line does not separate said lot from the street or property of the Association, with a minimum aggregate distance from all such lines of nineteen (19) feet, except detached

garages, which may be separated from residences by not less than ten (10) feet, and except that in any case where the same person owns two adjoining lots, such owner may build a residence across the dividing line between said lots or to coincide with or be nearer than seven (7) feet to such dividing line, but in no case shall any residence be erected nearer than fourteen(14) feet to any other residence.

12. DISPOSAL OF SEWAGE, GARBAGE AND REFUSE. No garbage, sewage, ashes, rubbish, waste matter, bottles, cans or refuse of any kind shall be deposited or allowed to accumulate upon any lot or tract of ground within said subdivision or subdivisions, or be dumped or emptied or thrown into the water of Indian Lake, or upon any of the premises owned or controlled by said Association. No lot owner shall discharge any slopes, effluent, sanitary or other liquid waste or drainage from or upon any lot in said subdivision or subdivisions, except through septic tanks, or other sanitary devices of equal effectiveness, and then not above or below the surface of any lot onto or into any other lot or community property, or into the surface drainage system of said subdivision or subdivisions, or into the waters of said lake. No lot owner shall in any manner pollute or discolor or empty any foul or odorous substance or liquid into lake, or into any sources or stream flowing into said lake, but the said Association shall have the right, whenever it shall deem it necessary, to take reasonable and proper steps to clear and purify the water of said lake by the addition of chemicals or substances commonly used for that purpose.

13. SEPTIC TANKS. Until such time as a sanitary sewer system shall have been constructed in the tract, a sanitary septic tank shall be installed for each dwelling erected in the tract. Such septic tank shall be of type and construction and so located on the individual lot as to be approved in writing by the Indiana State Board of Health. No other sanitary provision or device for sewage disposal shall be installed or permitted to remain in the tract.

Until an approved public water supply is available in the tract, individual wells will be acceptable, providing the location of same and sufficiency and purity of water supply is approved by the Indiana State Board of Health, in writing.

The approval of the Indiana State Board of Health, regarding the above, must contemplate the location of well and septic tank in relation to each other and must be based on the complete development of the tract with this type of water supply and sewage disposal. (As amended August 5, 1940, Misc. Rec. 313, p. 475).

14. WATER FROM LAKE. No water shall be drained, pumped, or

drawn from the lake by any one or more lot owners except by and with the consent of the Board of Directors of said Association duly recorded in the minutes of said Board.

15. WATER SOURCES. No lot owner shall by any act diminish the volume of the normal flow of any spring or streams which naturally feeds or flows into the lake.

16. DAM. The dam shall be under the exclusive control of the Board of Directors of said Association, and no person shall go upon the same, or upon the tract shown and indicated as Block G upon the plat of "Indian Lake Third Section," except as may hereafter be permitted by rules adopted by the Board of Directors of said Association. No lot owner or owners shall commit any act which shall be calculated to, or the normal or natural effect of which will in any manner, weaken or impair the strength or permanency of the dam by which the waters of the lake are confined, or which may result in changing the level of the waters of the lake as established by the height of the spillway at the date of the execution of this instrument.

17. ENFORCEMENT OF RESTRICTIVE PROVISIONS. All restrictive provisions hereof, affecting the use and enjoyment of said lake or any lot or parcel of land within said subdivision, shall run in favor of all of the other owners of lots or other parcels of land within any of said subdivisions, jointly and severally, and in favor of said Association, and may be enforced by them, or either of them in any court of competent jurisdiction by injunction or other appropriate remedy, and in the event of any resort to court proceedings for the enforcement or any of them, the party plaintiff shall be entitled to reasonable attorney's fees against any part or parties adjudged to have violated any of said restrictions. The owner of any lot or other parcel of land within said subdivisions shall have the right to enforce said restrictions without proof of pecuniary damage to his property.

18. PERIOD COVERED BY RESTRICTIONS. All the covenants, stipulations, obligations, agreements, easements, reservations, rights, powers and charges herein contained or provided, except the provisions for assessments and liens in the by-laws referred to in Paragraphs 5(e), (f), (g), and (h) above shall continue until no later than December 31, 2021, and no longer. The provisions in the by-laws with reference to assessments and liens referred to in Paragraph 5(e), (f), (g) and (h) above, until no later than December 31, 2021, may be changed or modified or abandoned by the affirmative vote of the owners of the fee simple title to seventy-five percent (75%) or more of the lots in said subdivision or subdivisions, provided however, that prior to December 31, 2021, no

amendment shall be made which will permit liens senior, superior, or ahead of lien of any bona fide mortgage upon any lot. At the termination of said period ending December 31, 2021, or earlier called date, by the affirmative vote of sixty-five per cent (65%) of the lot owners new restrictions may be created as hereinafter provided.

The Board of Directors of said Association shall call a meeting of lot owners to be held no later than December 31, 2021, and give thirty (30) days written notice thereof to each lot owner by United States Mail, addressed to the last recorded address as herein provided. At said meeting, each lot owner shall have the right to cast, in person, or by proxy, one vote for each lot owned by him or her. At said meeting, it shall be determined whether or not the existing conditions and restrictions and obligations of lot owners shall continue and for how long; also what disposition or use shall thereafter be made of the property of said Association and what restrictions and/or conditions, if any, shall thereafter attach to said lots and the use thereof and what rights and for what purposes, if any, said Association shall have to assess lots and lot owners but no restrictions or condition upon lots or the use thereof no right to assess lot owners shall receive the affirmative votes of the owners of not less than sixty-five (65%) percent of said lots, but it same shall receive the affirmative votes of the owners of not less than sixty-five (65%) percent of said lots, then said restrictions and conditions and said right to assess shall be binding upon all lot owners and acceptance of deed or the assertion or exercise of rights of ownerships of the agreements, and an agreement to be bound by the action of the owners of sixty-five (65%) percent of said lots as aforesaid and agreement to pay all assessments fixed or levied in pursuance thereof.

IN WITNESS WHEREOF, Mark Rumreich and Jack Sweeney, President and Secretary, respectively of Indian Lake Improvement Association, have hereunto set their hands as such officers and affixed the seal of the corporation this _____ day of _____, 20____.

Mark Rumreich, President

Jack Sweeney, Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public, in and for
said County and State, this the ___ day of _____, 20____.

Notary Public

My commission expires:

County of Residence: _____

This instrument was prepared by Clark, Quinn, Moses & Clark,
Cameron F. Clark, One Indiana Square, Suite 2200, Indianapolis,
Indiana 46204-2011

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