

INSTR. # 9437392

AUG 29 1994
The Hamilton Recorder
County & Court Recorder, Hamilton County, IN

9437392

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**CERTIFICATE OF DESIGNATION OF CO-DECLARANT
AND SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS CERTIFICATE AND SUPPLEMENTAL DECLARATION, made this 23rd day of August, 1994, by **HAMILTON PROPER PARTNERS LAND PARTNERSHIP, L.P.**, a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at 700 Market Tower, 10 West Market Street, Indianapolis, Indiana, 46204-2960 (**HPPLP**), and **HAMILTON PROPER PARTNERS I, L.P.**, a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as **HPPLP** (**HPIPI**).

WITNESSETH: That

WHEREAS, **HPPLP** has heretofore made a certain Declaration of Covenants, Conditions, and Restrictions for Hamilton Proper, dated September 23, 1991, and recorded September 23, 1991, as Instrument No. 91-25216, in the Office of the Recorder of Hamilton County, Indiana (the "Declaration"), all capitalized terms used but not defined herein having the meanings ascribed to them in the Declaration); and

WHEREAS, Article I, Section 13, of the Declaration provides, in pertinent part, that "Declarant shall mean and refer to Hamilton Proper Partners Land Partnership, L.P., an Indiana limited partnership, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibits 'A' or 'B' for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant"; and

WHEREAS, **HPIPI** is a successor-in-title to **HPPLP** which has taken title to portions of the property described on Exhibits "A" and "B" to the Declaration for the purpose of development and sale; and

WHEREAS, **HPPLP** desires to designate **HPIPI** as Co-Declarant under the Declaration, and **HPIPI** desires to accept such designation; and

WHEREAS, Article VIII, Section 1, of the Declaration provides, in pertinent part, that "Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit B has been subjected to this Declaration or December 31, 2008, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit B, attached hereto. Such annexation shall be accomplished by filing in the public records of Hamilton County, Indiana, a Supplemental Declaration annexing such property"; and

WHEREAS, HPPLP and HPPI desire to subject to the provisions of the Declaration and the jurisdiction of the Association the portions of the real property described on Exhibit "B" to the Declaration which are more particularly described on Exhibit "A" hereto (collectively, the Additional Property);

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. HPPLP does hereby designate HPPI as co-Declarant under the Declaration, and HPPI does hereby accept such designation; and

2. HPPLP and HPPI do hereby subject the Additional Property to the provisions of the Declaration and the jurisdiction of the Association.

This Certificate and Supplemental Declaration affirms, confirms and ratifies the provisions of the plats of Bradford Court (dated June 8, 1994, and recorded June 14, 1994, in Plat Cabinet 1, Slide 424, as Instrument No. 94-26906, in the Office of the Recorder of Hamilton County, Indiana), Brooks Crossing Section One (dated May 13, 1992, and recorded July 22, 1992, in Plat Cabinet 1, Slide 252, as Instrument No. 92-28005, in such Office), Brooks Crossing Section Two (dated April 21, 1992, and recorded May 11, 1992, in Plat Cabinet 1, Slide 229, as Instrument No. 92-17931, in such Office), Chestnut Hills Section Two (dated August 9, 1991, and recorded February 25, 1992, in Plat Cabinet 1, Slide 217, as Instrument No. 92-5950, in such Office), The Hawthorns Section One (dated July 29, 1992, and recorded August 7, 1992, in Plat Cabinet 1, Slide 253, as Instrument No. 92-30292, in such Office), The Hawthorns Section Two (dated July 29, 1992, and recorded August 7, 1992, in Plat Cabinet 1, Slide 254, as Instrument No. 92-30293, in such Office), The Overlook (dated September 13, 1992, and recorded May 19, 1993, in Plat Cabinet 1, Slide 308, as Instrument No. 93-23977, in such Office), Thorny Ridge Section One (dated November 13, 1991, and recorded December 20, 1991, in Plat Cabinet 1, Slide 209, as Instrument No. 91-34336, in such Office), Thorny Ridge Section Two (dated May 14, 1992, and recorded July 22, 1992, in Plat Cabinet 1, Slide 251, as Instrument No. 92-28004, in such Office), and Turne Grove (dated November 3, 1993, and recorded January 10, 1994, in Plat Cabinet 1, Slide 383, as Instrument No. 94-1514, in such Office), subjecting the respective portions of the Additional Property described thereon to the Declaration and the jurisdiction of the Association.

IN WITNESS WHEREOF, HPPLP and HPPI have executed this Certificate and Supplemental Declaration the day and year first above written.

HAMILTON PROPER PARTNERS
LAND PARTNERSHIP, L.P.

By: 
Harold D. Garrison, General Partner

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HAMILTON PROPER PARTNERS, L.P.

By [Signature]
Harold D. Garrison, General Partner

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Harold D. Garrison, known to me and known by me to be a general partner of Hamilton Proper Partners, Land Partnership, L.P. (HPPLP) herein, who acknowledged the execution of the foregoing Certificate and Supplemental Declaration for and on behalf of HPPLP.

WITNESS my hand and Notarial Seal this 23rd day of August, 1994.

[Signature]
Lucinda B. Dawson, Notary Public and
Resident of Marion County, Indiana

My Commission Expires: May 7, 1996



9437302

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Harold D. Garrison, known to me and known by me to be a general partner of Hamilton Properties, L.P. (HPP) herein, who acknowledged the execution of the foregoing Certificate and Supplemental Declaration for and on behalf of HPP.

WITNESS my hand and Notarial Seal this 23rd day of August, 1994.

Lucinda L. Dawson

Lucinda L. Dawson, Notary Public and
Resident of Marion County, Indiana

My Commission Expires: May 7, 1996.



This instrument was prepared by Bruce K. Karr, Attorney at Law, 700 Market Tower, 10 West
Market Street, Indianapolis, Indiana 46204-2960, telephone (317) 464-8200.

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Exhibit A

Legal Description of Bradford Court

A part of the Southwest Quarter of Section 3, Township 17 North, Range 5 East of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at the southwest corner of the Southeast Quarter of said Section 3, thence North 00°08'48" West (assumed bearing) along the West line of said Southeast Quarter a distance of 238.73 feet to the West line of East 1/4 distance of 90.28 feet to a curve concave Northwesterly having a radius of 910.00 feet, the radius point of which bears North 31°53'42" West, thence Northwesterly along said curve through a central angle of 134.26° an arc distance of 218.23 feet to a point that bears South 45°00'00" East from said radius point, said point being the Southern corner of the Hawthorns Section One per plat thereof recorded as Instrument No. 9230292 in Plat Cabinet No. 1, slide 253, in the Office of the Recorder of Hamilton County, Indiana; thence North 45°00'00" East along the Southeastern line of The Hawthorns Section One a distance of 560.00 feet to a curve concave Northwesterly having a radius of 865.00 feet, the radius point of which bears North 45°00'00" West, thence Northwesterly along said curve and along the Eastern line of The Hawthorns Section One through a central angle of 23°00'15" an arc distance of 349.81 feet to a point that bears South 68°10'15" East from said radius point, and the POINT OF BEGINNING of the herein described real estate, said point also being the Northwest corner of Brooks Crossing Section One per plat thereof recorded as Instrument No. 9228005 in Plat Cabinet No. 1, slide 252, in the Office of the Recorder of Hamilton County, Indiana; thence continuing along the Eastern line of The Hawthorns Section One and along said curve through a central angle of 21°49'45" an arc distance of 329.56 feet to a point that bears North 90°00'00" East from said radius point, thence North 00°00'00" West along said Eastern line a distance of 375.00 feet to a curve having a radius of 1500 feet, the radius point of which bears North 90°00'00" East, thence Northeastly along said curve through a central angle of 90°00'00" an arc distance of 231.66 feet to a point that bears North 00°00'00" East from said radius point, thence South 90°00'00" East a distance of 296.61 feet, thence South 04°07'21" West a distance of 588.42 feet, thence South 02°51'32" West a distance of 252.73 feet to the Northern line of said Brooks Crossing Section One, thence North 68°10'15" West along said Northern line a distance of 343.34 feet to the Point of Beginning, containing 15.301 Acres (230,930 Square Feet) more or less.

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General Description of Brook Crossing - Section One

Section One of the Brook Crossing is a narrow, shallow stream that flows from the south to the north. The stream is approximately 10 feet wide and 2 feet deep. The banks are composed of soft, silty soil. The water is clear and flows at a steady pace. The stream crosses the road at a point where the road is approximately 10 feet wide. The crossing is a simple wooden plank bridge. The stream is a tributary of the larger Brook system. The surrounding area is a mix of open fields and wooded areas. The stream is an important part of the local ecosystem, providing habitat for various species of fish and wildlife. The water quality is generally good, although there are some areas of sedimentation. The stream is a popular spot for fishing and bird watching. The crossing is a well-used route for pedestrians and cyclists. The stream is a beautiful natural feature of the area.

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Legal Description of The Hawthorns - Section One

County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 37, thence along the West line thereof North 00 degrees 00 minutes 40 seconds West 124.00 feet, the radius point of which bears North 51 degrees 55 minutes 25 seconds East 107.28 feet to a point which bears East 13 degrees 00 minutes 00 seconds North 317.00 feet to a curve having a radius of 910.00 feet, East 350.00 feet to a curve having a radius of 205.00 feet, which said point is the point of intersection of the East line of said Section 37 and the East line of said Section 38, thence North 87 degrees 00 minutes 00 seconds East 179.00 feet to a point which bears North 80 degrees 00 minutes 00 seconds East 179.00 feet to a curve having a radius of 150.00 feet, East 70.00 feet to a curve having a radius of 150.00 feet, the radius point of which bears North 24 degrees 17 minutes 17 seconds East 39.14 feet to a point which bears North 02 degrees 29 minutes 19 seconds West 10.10 feet, thence South 02 degrees 44 minutes 44 seconds East 202.75 feet, thence South 45 degrees 00 minutes 00 seconds West 183.00 feet, thence South 45 degrees 00 minutes 00 seconds East 183.00 feet to the point of Beginning, containing 1,856.00 acres, more or less.

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Legal Description of The Hawthorns - Section Four

Tract 1

Quarter of Section 3, and part of the Southwest Quarter of Section 3, all in Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of the Northwest Quarter of said Section 3; thence North 00°12'37" East (assumed bearing) on the East line of said Quarter Section, a distance of 49.61 feet; thence North 85°47'25" West 24.67 feet to the Point of Beginning; thence South 05°22'24" West, passing into the Southwest Quarter of said Section 3, a distance of 120.82 feet; thence South 02°19'29" East 266.94 feet; thence South 04°36'15" West 110.24 feet; thence South 05°13'01" West 197.24 feet; thence South 20°48'54" West 189.24 feet; thence South 05°10'44" East 162.58 feet; thence North 88°17'39" West 138.90 feet; thence North 84°45'21" West 129.78 feet; thence North 85°38'51" West 111.61 feet; thence North 84°51'35" West 49.61 feet; thence North 05°02'11" West 97.85 feet; thence North 22°05'01" East 100.58 feet; thence North 05°27'15" West 188.21 feet; thence North 81°22'59" West 48.43 feet; thence South 71°16'23" West 58.31 feet; thence South 64°31'50" West 57.93 feet; thence North 48°04'48" West 98.32 feet; thence North 14°30'09" East 73.48 feet; thence North 11°32'04" East 274.54 feet; thence North 23°23'21" East 181.82 feet; thence North 15°34'28" East, passing into the Northwest Quarter of said Section 3, a distance of 103.03 feet; thence North 88°21'08" East, parallel with the South line of said Northwest Quarter, 557.38 feet to the Point of Beginning, containing 13.577 acres, more or less, subject to rights-of-way, easements, and restrictions.

Tract 2

Part of the Southwest Quarter of Section 3, Township 17 North, Range 5 East of the Second Principal Meridian in Hamilton County, Indiana, more particularly described as follows:

Commencing at Northwest corner of said Quarter Section; thence North 00°12'37" East (assumed bearing), on the East line of the Northwest Quarter of said Section 3, a distance of 49.61 feet; thence North 85°47'25" West 24.67 feet; thence South 05°22'24" West, passing into the Southwest Quarter of said Section 3, a distance of 120.82 feet; thence South 02°19'29" East 266.94 feet; thence South 04°36'15" West 110.24 feet; thence South 05°13'01" West 197.24 feet; thence South 20°48'54" West 189.24 feet; thence South 05°10'44" East 162.58 feet; thence North 88°17'39" West 138.90 feet; thence North 84°45'21" West 129.78 feet; thence North 85°38'51" West 111.61 feet; thence North 84°51'35" West 49.61 feet; thence South 85°03'33" West 39.38 feet; thence North 00°59'27" West 18.45 feet to the Point of Beginning; thence North 77°15'57" West 77.22 feet; thence North 30°51'02" West 221.57 feet; thence North 80°02'54" East 213.00 feet; thence South 07°51'45" East 50.98 feet; thence South 22°30'20" West 70.14 feet; thence South 00°55'27" East 88.40 feet to the Point of Beginning, containing 0.727 acres, more or less, subject to rights-of-way, restrictions, and easements.

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Legal Description of Heather Point

A part of the Northeast Quarter, the Southeast Quarter and the Northwest Quarter of Section 3, Township 17 North, Range 5 East of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Northeast Quarter; thence South 89°36'33" West (assumed bearing) along the North line of said Northeast Quarter a distance of 1194.50 feet to the Southwest corner of the Southeast Quarter of the Southeast Quarter of Section 34, Township 18 North, Range 5 East, said point being on the centerline of Brooks School Road; thence South 05°21'57" West along said centerline a distance of 351.35 feet to the POINT OF BEGINNING; thence continuing South 05°21'57" West along said centerline a distance of 2392.05 feet; thence South 89°27'24" West a distance of 896.72 feet; thence South 00°12'27" West a distance of 353.14 feet to a point on the South line of said Northeast Quarter; thence South 76°47'38" West a distance of 81.02 feet to a curve concave Easterly having a radius of 786.87 feet; thence Northerly along said curve through a central angle of 29°43'14" an arc distance of 353.23 feet (said arc being subtended by a chord bearing North 00°20'45" West a distance of 350.27 feet) to the point of compound curvature of a curve concave Southeastly having a radius of 205.00 feet; thence Northeasterly along said curve through a central angle of 26°18'06" an arc distance of 94.11 feet (said arc being subtended by a chord bearing North 25°39'53" East a distance of 93.28 feet); thence North 38°48'58" East a distance of 92.96 feet; thence North 51°11'02" West a distance of 121.42 feet; thence North 29°16'12" East a distance of 329.56 feet; thence North 53°18'27" East a distance of 176.97 feet; thence North 00°49'19" West a distance of 61.18 feet; thence North 37°38'48" West a distance of 60.52 feet; thence North 59°16'34" West a distance of 247.25 feet; thence North 35°22'30" West a distance of 48.10 feet; thence North 16°24'33" West a distance of 230.64 feet; thence North 44°35'03" West a distance of 207.38 feet; thence North 20°34'45" West a distance of 230.35 feet; thence North 78°58'03" West a distance of 89.16 feet; thence North 09°51'27" West a distance of 202.00 feet to the point of curvature of a curve concave Southerly having a radius of 180.00 feet; thence Easterly along said curve through a central angle of 18°27'16" an arc distance of 90.19 feet (said arc being subtended by a chord bearing North 89°22'11" East a distance of 89.80 feet); thence North 16°50'51" West a distance of 198.56 feet to a point on the centerline of Mud Creek as now established; the following (19) courses are on and along said centerline: (1) thence North 31°17'06" East a distance of 145.37 feet; (2) thence North 55°39'58" East a distance of 108.10 feet; (3) thence North 25°53'25" East a distance of 55.89 feet; (4) thence North 00°54'28" East a distance of 48.90 feet; (5) thence North 13°23'34" East a distance of 141.03 feet; (6) thence North 02°51'05" East a distance of 54.51 feet; (7) thence North

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25°31'13" East a distance of 77.62 feet; (8) thence North
32°42'24" East a distance of 63.32 feet; (9) thence North
54°05'12" East a distance of 63.45 feet; (10) thence North
38°13'16" East a distance of 47.37 feet; (11) thence North
72°05'10" East a distance of 39.08 feet; (12) thence South
74°46'04" East a distance of 105.58 feet; (13) thence South
84°18'40" East a distance of 83.95 feet; (14) thence South
50°58'03" East a distance of 44.05 feet; (15) thence South
76°55'09" East a distance of 48.52 feet; (16) thence South
61°17'15" East a distance of 74.34 feet; (17) thence South
76°35'43" East a distance of 52.95 feet; (18) thence North
73°46'04" East a distance of 37.97 feet; (19) thence North
50°14'11" East a distance of 399.72 feet; thence South 00°23'29"
East a distance of 267.06 feet; thence North 89°36'31" East a
distance of 484.79 feet to the point of Beginning. Containing
46.254 Acres (2,014,924 Square Feet), more or less.

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Legal Description of The Overlook

part of the Northwest Quarter of Section 10, east part of the Southeast Quarter of section 5, Township 17 North, Range 5 East, Twp 17 North, County, Indiana, more particularly described as follows:

Commencing at the southeast corner of the Southwest Quarter of said Section 5, thence along the East line thereof, North 00 degrees 00 minutes 48 seconds West (astronomic bearing) 250.73 feet; thence South 32 degrees 44 minutes 26 seconds West 195.12 feet to a curve having a radius of 570.00 feet, the radius point of which bears South 31 degrees 15 minutes 34 seconds East; thence westerly along said curve 16.96 feet to a point which bears North 32 degrees 57 minutes 51 seconds East from said radius point; thence North 32 degrees 57 minutes 51 seconds West 60.00 feet to a point on a curve having a radius of 640.00 feet, the radius point of which bears South 32 degrees 57 minutes 51 seconds East; thence westerly along said curve 217.66 feet to a point which bears North 52 degrees 45 minutes 34 seconds West from said radius point; thence South 57 degrees 14 minutes 21 seconds West 315.00 feet to the Point of Beginning; thence North 52 degrees 45 minutes 34 seconds West 110.00 feet; thence South 88 degrees 44 minutes 26 seconds West 109.32 feet; thence North 58 degrees 39 minutes 34 seconds West 741.61 feet; thence South 60 degrees 44 minutes 26 seconds West 857.52 feet; thence North 60 degrees 44 minutes 26 seconds East 103.55 feet to a curve having a radius of 1170.00 feet, the radius point of which bears North 40 degrees 44 minutes 26 seconds West from said radius point; thence South 40 degrees 44 minutes 26 seconds East 103.55 feet to a curve having a radius of 850.00 feet, the radius point of which bears North 40 degrees 44 minutes 26 seconds East; thence Southwesterly along said curve 408.41 feet to a point which bears South 06 degrees 21 minutes 11 seconds West from said radius point; thence North 06 degrees 21 minutes 11 seconds East 103.55 feet to a point which bears South 06 degrees 21 minutes 11 seconds East from said radius point; thence North 39 degrees 33 minutes 45 seconds West 729.28 feet to a point on a curve having a radius of 850.00 feet, the radius point of which bears North 39 degrees 33 minutes 45 seconds West from said radius point; thence South 06 degrees 21 minutes 11 seconds East from said radius point, and which is the point of beginning.

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Legal Description of Thorny Ridge - Section One

part of the Southeast Quarter of Section 4, East half of the Southeast Quarter of Section 5, Township 17 North, Range 9, East
 containing a stone railroad on the set over a stone marking the southeast corner of the Southeast Quarter of Section 4, Township 17 North, Range 9, East
 Thence South 89 degrees 44 minutes 55 seconds West (astronomic bearing) 70.09 feet to the Point of Beginning Thence containing South 89 degrees 44 minutes 55
 the Southeast Quarter of the Southeast Quarter of the Southeast Quarter of said Section 4, Thence East 697.00 feet from a Round Iron-stake spike set over a stone marking
 Thence North 89 degrees 44 minutes 55 seconds East 30.00 feet Thence South 89 degrees 44 minutes 55 seconds East 15.00 feet Thence South 89 degrees 44 minutes 55 seconds East 203.12 feet
 Thence North 36 degrees 42 minutes 42 seconds West 136.65 feet Thence North 07 degrees 00 minutes 00 seconds West 10.08 feet to a Southeast corner of a
 tract of land as described in a Warranty deed to Donald B. and Betty S. Garrity recorded in Instrument 800684 in Deed Record 255, page 481 in the Office of
 the Recorder of Madison County, Indiana; thence along the Eastern line of said tract, North 00 degrees 03 minutes 16 seconds West 287.24 feet to
 the South line of Block 78 (Lake and Dale) in Girls' Back-slice Plot, the plat of which is recorded in plat Book 10, pages 76 and 79 in said Recorder's Office
 Thence along the Southern line of said Block 78, South 89 degrees 44 minutes 55 seconds East 30.00 feet to the Southeast corner of the Southeast Quarter
 of the Southeast Quarter of said Section 4, Thence along the North line thereof, North 89 degrees 44 minutes 55 seconds East 165.16 feet to a point on the North line of the Southeast Quarter
 Thence South 27 degrees 33 minutes 08 seconds East 08 seconds East; Thence South 27 degrees 33 minutes 08 seconds East 165.16 feet to a curve having a radius of 170.00 feet,
 the radius point of which bears South 49 degrees 00 minutes 00 seconds East; Thence South 27 degrees 33 minutes 08 seconds East 315.02 feet to a curve having a radius of 100.00 feet,
 the radius point of which bears South 29 degrees 15 minutes 31 seconds East; Thence South 29 degrees 15 minutes 31 seconds East 137.18 feet to a point which bears North 60
 degrees 44 minutes 26 seconds East from said radius point; Thence South 29 degrees 15 minutes 31 seconds East 137.18 feet to a point which bears North 60
 degrees 44 minutes 26 seconds East from said curve having a radius of 100.00 feet, the radius point of which bears North 29 degrees 15 minutes 31 seconds East; Thence
 West 209.96 feet to a curve having a radius of 270.00 feet, the radius point of which bears North 29 degrees 15 minutes 31 seconds East from said curve
 Thence North 01 minutes 07 seconds East 50.00 feet to the point of beginning, containing 22.031 acres, more or less

Legal Description of Thorny Ridge - Section Two

PART OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 17 NORTH, RANGE 5 EAST IN HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND RAILROAD STAKE SET OVER A STONE MARKING THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, THENCE ALONG THE SOUTH LINE THEREOF SOUTH 28 DEGREES 44 MINUTES 53 SECONDS WEST (90 DEGREES OF BEARING IS INDIANA STATE PLANE COORDINATE SYSTEM EAST ZONE) 651.42 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 88 DEGREES 42 MINUTES 43 SECONDS WEST 697.00 FEET TO A FOUND RAILROAD STAKE SET OVER A STONE MARKING THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 4, THENCE ALONG THE WEST LINE OF SAID QUARTER SECTION NORTH 00 DEGREES 17 MINUTES 40 SECONDS EAST 797.50 FEET TO THE SOUTHWEST CORNER OF A TRACT OF LAND AS DESCRIBED IN A WARRANTY DEED TO LARRY J. AND LINDA A. HANSON RECORDED AS INSTRUMENT 4908 IN DEED RECORD 311, PAGES 644, 645 AND 646 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA (THE NEXT TWO QUARTERS ARE ALONG SAID THORNY TRACT); (1) THENCE NORTH 88 DEGREES 42 MINUTES 40 SECONDS EAST 254.00 FEET (71) THENCE NORTH 90 DEGREES 17 MINUTES 40 SECONDS EAST 231.50 FEET TO THE SOUTH LINE OF SAID TRACT; THENCE ALONG THE SOUTH LINE OF SAID "GARRITY" TRACT NORTH 88 DEGREES 42 MINUTES 40 SECONDS EAST 415.00 FEET TO THE SOUTH LINE OF A TRACT OF LAND AS DESCRIBED IN A WARRANTY DEED TO DONALD D. AND BETTY E. GARRITY RECORDED AS INSTRUMENT 860424 IN DEED RECORD 385, PAGE 481 IN SAID RECORDER'S OFFICE; THENCE ALONG THE SOUTH LINE OF SAID "GARRITY" TRACT NORTH 88 DEGREES 42 MINUTES 40 SECONDS EAST 118.88 FEET; THENCE SOUTH 38 DEGREES 35 MINUTES 33 SECONDS WEST 142.00 FEET; THENCE SOUTH 20 DEGREES 00 MINUTES 00 SECONDS EAST 158.00 FEET TO A SOUTHEAST CORNER THEREOF; THENCE NORTH 88 DEGREES 48 MINUTES 22 SECONDS WEST 58.18 FEET; THENCE SOUTH 00 DEGREES 01 MINUTE 38 SECONDS WEST 187.21 FEET; THENCE NORTH 07 SECONDS EAST 205.82 FEET TO THE POINT OF BEGINNING, CONTAINING 18.239 ACRES, MORE OR LESS.

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Legal Description of Turne Grove

A part of the Southeast Quarter of Section 3, Township 17 North, Range 5 East of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 3, thence North 00°08'48" West (assumed bearing) along the West line of said Southeast Quarter a distance of 238.73 feet, thence North 58°44'28" East a distance of 90.28 feet to a curve concave Northwestwardly having a radius of 910.00 feet, the radius point of which bears North 31°15'34" West; thence Northeastwardly along said curve through a central angle of 13°44'28" an arc distance of 218.23 feet to a point that bears South 45°00'00" East from said radius point, said point being the Southern corner of The Hawthorns Section One plat thereof recorded as Instrument No. 9230292 in Plat Cabinet No. 1, side 253, in the Office of the Recorder of Hamilton County, Indiana, thence North 45°00'00" East along the Southeastwardly line of The Hawthorns Section One a distance of 350.00 feet to a curve concave Northwestwardly having a radius of 865.00 feet, the radius point of which bears North 45°00'00" West; thence Northwardly along said curve and along the Easterly line of The Hawthorns Section One through a central angle of 45°00'00" an arc distance of 679.57 feet to a point that bears North 90°00'00" East from said radius point, thence North 00°00'00" West along said Easterly line a distance of 375.00 feet to a curve having a radius of 15.00 feet, the radius point of which bears North 90°00'00" East; thence Northeastwardly along a line of The Hawthorns Section One and along said curve through a central angle of 90°00'00" an arc distance of 23.56 feet to a point that bears North 00°00'00" East from said radius point; thence South 90°00'00" East along a line of The Hawthorns Section One a distance of 283.61 feet; thence South 04°07'24" West along a line of The Hawthorns Section One a distance of 588.42 feet; thence South 02°31'32" West along a line of The Hawthorns Section One a distance of 252.73 feet; thence South 87°08'28" East along a line of The Hawthorns Section One a distance of 40.00 feet; thence North 02°31'32" East along said line a distance of 252.29 feet; thence North 04°07'24" East along said line a distance of 681.12 feet; thence South 90°00'00" West a distance of 40.10 feet to the POINT OF BEGINNING, said point being a corner of The Hawthorns Section One; thence continuing South 90°00'00" West along the Northerly line of The Hawthorns Section One a distance of 303.84 feet to a curve concave Northeastwardly having a radius of 15.00 feet, the radius point of which bears North 00°00'00" East; thence Northwestwardly along said curve through a central angle of 89°34'08" an arc distance of 23.45 feet to a point that bears South 89°34'08" West from said radius point, said point being a point of reverse curvature of a curve concave Southeastwardly having a radius of 650.00 feet, the radius point of which bears South 89°34'08" West; thence Northwestwardly along said curve through a central angle of 40°34'08" an arc distance of 450.24 feet to a point that bears North 49°00'00" East from said radius point; thence North 41°00'00" West a distance of 240.00 feet to a curve concave Northeastwardly having a radius of 590.00 feet, the radius point of which bears North 49°00'00" East; thence Northwestwardly along said curve through a central angle of 27°47'38" an arc distance of 286.21 feet to a point that bears South 78°47'38" West from said radius point; thence North 78°47'38" East a distance of 21.02 feet to the North line of the Southeast Quarter of said Section 3, thence North 88°27'24" East along said North line a distance of 824.56 feet to a corner of The Hawthorns Section One; thence South 05°27'40" West along a line of The Hawthorns Section One a distance of 708.61 feet; thence South 04°07'24" West along said line a distance of 179.54 feet to the Point of Beginning. Containing 11,053 Acres (481,452 Square Feet), more or less.

9437392

Legal Description of Persimmon Woods at Hamilton Proper

Part of the Southeast Quarter of Section 4, Township 17, North, Range 5 East together with part of the Southwest Quarter of Section 3, Township 17, North, Range 5 East in Hamilton County, Indiana, being described as follows:

Commencing at the southwest corner of the southeast quarter of the southeast quarter of said section 4; thence on an assumed bearing of North 89 degrees 44 minutes 53 seconds East along the south line of said southeast quarter a distance of 1278.35 feet to the southeast corner of Thorny Ridge Section One, a subdivision in Hamilton County, Indiana, the plot of which is recorded as instrument number 9134336 in the Office of the Recorder of Hamilton County, Indiana; (the next six described courses being along the south and east lines of said Thorny Ridge Section One); thence North 00 degrees 15 minutes 07 seconds West a distance of 30.00 feet to a point on a curve having a radius of 770.00 feet, the radius point of which bears North 00 degrees 15 minutes 07 seconds West; thence Easterly along said curve on arc distance of 389.83 feet to a point which bears South 29 degrees 15 minutes 34 seconds East from said radius point; thence North 60 degrees 44 minutes 26 seconds East a distance of 204.98 feet; thence North 29 degrees 15 minutes 34 seconds West a distance of 137.18 feet to a point on a curve having a radius of 1030.00 feet, the radius point of which bears South 60 degrees 44 minutes 26 seconds West; thence Northerly along said curve on arc distance of 213.06 feet to a point which bears North 49 degrees 00 minutes 00 seconds East from said radius point; thence North 41 degrees 00 minutes 00 seconds West a distance of 210.43 feet to a 5/8 inch rebar with yellow cap marked "Firm 000" (hereinafter referred to as a rebar) at the Beginning Point; thence North 49 degrees 00 minutes 00 seconds East a distance of 50.00 feet to a rebar; thence North 90 degrees 00 minutes 00 seconds East a distance of 85.13 feet to a rebar; thence North 22 degrees 19 minutes 39 seconds West a distance of 259.56 feet to a rebar; thence North 26 degrees 33 minutes 38 seconds East a distance of 225.92 feet to a rebar; thence North 58 degrees 30 minutes 17 seconds West a distance of 194.34 feet to a rebar; thence South 70 degrees 02 minutes 04 seconds West a distance of 130.32 feet to a rebar; thence North 63 degrees 20 minutes 51 seconds West a distance of 30.62 feet to a rebar; thence North 62 degrees 36 minutes 26 seconds West a distance of 70.32 feet to a rebar; thence North 48 degrees 46 minutes 48 seconds West a distance of 92.90 feet to a rebar; thence North 31 degrees 30 minutes 35 seconds East a distance of 60.68 feet to a rebar; thence North 45 degrees 49 minutes 58 seconds East a distance of 43.02 feet to a rebar; thence North 41 degrees 00 minutes 00 seconds West a distance of 31.38 feet to a rebar; thence North 49 degrees 00 minutes 00 seconds East a distance of 30.00 feet to a rebar; thence South 41 degrees 00 minutes 00 seconds East a distance of 30.00 feet; thence North 49 degrees 00 minutes 00 seconds East a distance of 118.00 feet to a rebar; thence North 88 degrees 01 minutes 14 seconds West a distance of 355.06 feet to a rebar; thence South 28 degrees 06 minutes 09 seconds East a distance of 236.42 feet to a rebar; thence South 29 degrees 30 minutes 22 seconds East a distance of 178.05 feet to a rebar at the northeast corner of said Thorny Ridge Section One (the next three described courses being along the east line of said Thorny Ridge Section One); thence South 27 degrees 33 minutes 52 seconds East a distance of 185.10 feet to a rebar at a point on a curve having a radius of 1470.00 feet, the radius point of which bears North 62 degrees 26 minutes 08 seconds East; thence Southerly along said curve on arc distance of 344.71 feet to a rebar which bears South 49 degrees 00 minutes 00 seconds West from said radius point; thence South 41 degrees 00 minutes 00 seconds East a distance of 305.49 feet to the Beginning Point, Containing 6.161 acres, more or less.

9437392

This Instrument Recorded AUG 29 1994
Sharon K. Chern, Recorder, Hamilton County, IN

Cross-Reference Instruments Nos. 91-25216, 92-30292, 94-37392, and 94-45199

9558652

**CERTIFICATE OF DESIGNATION OF SUCCESSOR CO-DECLARANT
AND SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

THIS CERTIFICATE AND SUPPLEMENTAL DECLARATION made this 20th day of October, 1995, by **HAMILTON PROPER PARTNERS LAND PARTNERSHIP, L.P.**, a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at 700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204-2960 ("HPPLP"), **HAMILTON PROPER PARTNERS, L.P.**, a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP ("HPP"), and **HAMILTON PROPER, L.L.C.**, a limited liability company organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP ("HPLEC")

WITNESSETH that

WHEREAS, HPPLP has heretofore made a certain Declaration of Covenants, Conditions, and Restrictions for Hamilton Proper, dated September 23, 1991, and recorded September 23, 1991, as Instrument No. 91-25216, in the Office of the Recorder of Hamilton County, Indiana (the "Original Declaration"); and

WHEREAS, HPPLP and HPP have heretofore made a certain Certificate of Designation of Co-Declarant, and Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 23, 1994, and recorded August 29, 1994, as Instrument No. 94-37392, in such Office (the "First Supplemental Declaration", the Original Declaration, as supplemented by the First Supplemental Declaration, being hereinafter referred to collectively as the "Declaration," and all capitalized terms used but not defined herein having the meanings ascribed to them in the Declaration); and

WHEREAS, Article 1, Section 13, of the Declaration provides, in pertinent part, that "Declarant" shall mean and refer to Hamilton Proper Partners Land Partnership, L.P., an Indiana limited partnership, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediate preceding Declarant; and

WHEREAS, HPLEC is a successor-in-title to HPPLP which has taken title to portions of the property described on Exhibits "A" and "B" to the Declaration for the purpose of development and sale; and

WHEREAS, HPPLP desires to designate HPLEC as successor to HPPLP as co-Declarant under the Declaration, and HPLEC desires to accept such designation; and

INST. # 9558652

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RECORDED
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INSTR. # 9558652

WHEREAS Article VIII, Section 1, of the Declaration provides in pertinent part that Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit "B" has been subjected to this Declaration or December 31, 2008, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B" attached hereto. Such annexation shall be accomplished by filing in the public records of Hamilton County, Indiana, a Supplemental Declaration annexing such property; and

WHEREAS, HPPI and HPLLC desire to subject to the provisions of the Declaration and the jurisdiction of the Association the portion of the real property described on Exhibit "B" to the Declaration which is more particularly described on Exhibit "A" hereto (the "Additional Property"), which Additional Property was heretofore commonly known as proposed Section Three of The Hawthorns, and referred to as such in that certain Detailed Development Plan and Secondary Plat of The Hawthorns, Section One, dated July 29, 1992, and recorded August 7, 1992, in Plat Cabinet No. 1, Slide No. 259, as Instrument No. 92-30292, in such Office, and that certain First Amendment to Plat, made October 26, 1994, by HPPI and recorded October 31, 1994, as Instrument No. 94-45199, in such Office, and which Additional Property will hereafter be commonly known as Fairway Golf Villas;

NOW, THEREFORE, for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. HPPLP does hereby designate HPLLC as the Declarant under the Declaration, and HPLLC hereby accepts such designation; and

2. HPPI and HPLLC do hereby subject the Additional Property to the provisions of the Declaration and the jurisdiction of the Association.

IN WITNESS WHEREOF, HPPLP, HPPI and HPLLC have executed this Certificate and Supplemental Declaration the day and year first above written.

HAMILTON PROPER PARTNERS
LAND PARTNERSHIP, L.P.
By: [Signature]
Harold D. Garrison, General Partner
HAMILTON PROPER PARTNERS I, L.P.
By: [Signature]
Harold D. Garrison, General Partner

INSR. # 9558652

HAMILTON PROPER, L.L.C.

By: [Signature]
Harold D. Garrison, Class A Member

STATE OF INDIANA)
) SS)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Harold D. Garrison, known to me and known by me to be a general partner of Hamilton Proper Partners, L.P. (HPPI, hereinafter), who acknowledged the execution of the foregoing Certificate and Supplemental Declaration for and on behalf of HPPI.

WITNESS my hand and Notarial Seal this 20th day of October, 1995.

[Signature]
Lynn M. Clough, Notary Public and
Resident of Hamilton County, Indiana



My Commission Expires January 20, 1997.

STATE OF INDIANA)
) SS)
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Harold D. Garrison, known to me and known by me to be a general partner of Hamilton Proper Partners, L.P. (HPPI, hereinafter), who acknowledged the execution of the foregoing Certificate and Supplemental Declaration for and on behalf of HPPI.

WITNESS my hand and Notarial Seal this 20th day of October, 1995.

[Signature]
Lynn M. Clough, Notary Public and
Resident of Hamilton County, Indiana




My Commission Expires January 20, 1997.

INSTR. # 9558652

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Harold D. Garrison, known to me and known by me to be a class A member of Hamilton Properties, L.P.C. (HPLP, C) herein, who acknowledged the execution of the foregoing Certificate and Supplemental Declaration for and on behalf of HPLP, C.

WITNESS my hand and Notarial Seal this 20th day of October, 1995.


Lynn M. Clough, Notary Public and
Resident of Hamilton County, Indiana.



My Commission Expires: January 20, 1997.

This instrument was prepared by Bruce R. Karr, Attorney at Law, 700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204-2360, telephone (317) 464-8200.

www.fairway.com

INST. # 95518652

EXHIBIT A - LEGAL DESCRIPTION

PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN AT THE INTERSECTION OF THE CENTERLINE OF BROOKS SCHOOL ROAD AND THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 5 EAST; THENCE ON THE NORTH LINE OF SAID QUARTER SECTION, ALSO BEING THE NORTH LINE OF TURNE GROVE, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED AS INSTRUMENT NUMBER 94-1574 IN THE OFFICE OF THE RECORDER OF SAID COUNTY, SOUTH 89 DEGREES 27 MINUTES 24 SECONDS WEST (ASSUMED BEARING) 864.54 FEET; THENCE ON THE NORTH LINE OF SAID SUBDIVISION, SOUTH 76 DEGREES 47 MINUTES 38 SECONDS WEST 21.02 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION, SAID CORNER BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED REAL ESTATE, AND ALSO BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 27 DEGREES 47 MINUTES 38 SECONDS AND A RADIUS OF 590.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 76 DEGREES 47 MINUTES 38 SECONDS EAST; THENCE ON AND ALONG THE WESTERLY LINE OF SAID SUBDIVISION THE FOLLOWING COURSES: 1) SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 286.21 FEET (SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 27 DEGREES 06 MINUTES 11 SECONDS EAST, A DISTANCE OF 283.41 FEET) TO THE POINT OF TANGENCY THEREOF; 2) SOUTH 41 DEGREES 00 MINUTES 00 SECONDS EAST 240.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A CENTRAL ANGLE OF 40 DEGREES 34 MINUTES 08 SECONDS AND A RADIUS OF 650.00 FEET; 3) SOUTHEASTERLY, AND SOUTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 460.24 FEET (SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 26 DEGREES 42 MINUTES 56 SECONDS EAST, A DISTANCE OF 450.69 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY, HAVING A CENTRAL ANGLE OF 89 DEGREES 34 MINUTES 08 SECONDS AND A RADIUS OF 15.00 FEET; 4) SOUTHERLY SOUTHEASTERLY, AND EASTERLY ALONG SAID CURVE AN ARC DISTANCE OF 23.46 FEET (SAID ARC BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 45 DEGREES 12 MINUTES 21 SECONDS EAST, A DISTANCE OF 21.34 FEET) TO THE POINT OF TANGENCY THEREOF, SAID POINT BEING ON THE NORTH LINE OF THE HAWTHORNS, SECTION 3, A SUBDIVISION IN HAMILTON COUNTY, INDIANA, THE PLAT OF WHICH IS RECORDED AS

EXHIBIT A CONT'D

INSTRUMENT NUMBER 92-10292 IN SAID RECORDER'S OFFICE, THENCE ON THE NORTH LINE OF SAID SUBDIVISION NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 604.98 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION, THENCE NORTH 19 DEGREES 14 MINUTES 58 SECONDS EAST 126.28 FEET, THENCE NORTH 04 DEGREES 21 MINUTES 18 SECONDS WEST 545.12 FEET, THENCE NORTH 76 DEGREES 07 MINUTES 39 SECONDS EAST 79.98 FEET TO THE POINT OF BEGINNING.

INSTR. # 9558652

Instrument
090908680

090908680
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 02-09-1999 At 03:54 PM
DEC COV REG 29.00

29.00
①
1.9.2002

Cross Reference Instrument Nos. 91-25216, 94-37392, 95-58652 and 99-08603

**THIRD SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**
(Arbor Glen Subdivision)

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 1st day of February, 1999, by HAMILTON PROPER PARTNERS LAND PARTNERSHIP, L.P., a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at 700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204-2960 ("HPPLP"), and HAMILTON PROPER NORTH, L.L.C., a limited liability company organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP ("HPNLLC"),

WITNESSETH: That

WHEREAS, HPPLP has heretofore made a certain Declaration of Covenants, Conditions, and Restrictions for Hamilton Proper, dated September 23, 1991, and recorded September 23, 1991, as Instrument No. 91-25216 in the Office of the Recorder of Hamilton County, Indiana (the "Original Declaration"); and

WHEREAS, HPPLP and HAMILTON PROPER PARTNERS I, L.P., a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP ("HPPI"), have heretofore made a certain Certificate of Designation of Co-Declarant, and Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 23, 1994, recorded August 29, 1994, as Instrument No. 94-37392, in the Office of the Recorder of Hamilton County, Indiana (the "First Supplemental Declaration"); and

WHEREAS, HPPLP, HPPI and Hamilton Proper, L.L.C., a limited liability company organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP, have heretofore made a certain Certificate of Designation of Co-Declarant, and Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 20, 1995, and recorded October 31, 1995, as Instrument No. 95-58652, in such Office (the "Second Supplemental Declaration") (the Original Declaration, as supplemented by the First Supplemental Declaration and the Second Supplemental Declaration, being hereinafter referred to collectively as the "Declaration," and all capitalized terms used but not defined herein having the meanings ascribed to them in the Declaration); and

WHEREAS, Article VIII, Section 1, of the Original Declaration provides, in pertinent part, that "Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit 'B' has been subjected to this Declaration or December 31, 2008, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit 'B', attached hereto. Such annexation shall be accomplished by filing in the public records of Hamilton County, Indiana, a

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Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of the Voting Members, but shall require the consent of the owner of such property, if other than the Declarant"; and

WHEREAS, as of the date hereof, there remain certain portions of the property described on Exhibit B to the Original Declaration (the "Additional Property") which have not been subjected to the terms of the Declaration; and

WHEREAS, that certain portion of the Additional Property described on Exhibit A hereto (the "Annexation Property") is commonly known as Arbor Glen Subdivision, and shall be referred to as such in certain Plats to be subsequently recorded in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, pursuant to that certain Special General Deed dated February 1, 1999, and recorded February 1, 1999, as Instrument No. 99- in the Office of the Recorder of Hamilton County, Indiana, HPNLLC is the owner of the Annexation Property and HPNLLC purchased same for the purpose of development and sale of the Annexation Property; and

WHEREAS, HPPLP desires to subject to the provisions of the Declaration and the jurisdiction of the Association the Annexation Property and HPNLLC, as the owner of the Annexation Property, hereby consents to such annexation of the Annexation Property; and

WHEREAS, pursuant to Article IV, Section 2 of the Original Declaration, HPPLP and HPNLLC, as the owner of the Annexation Property, desire to assign to the Association certain maintenance obligations relative to the Units located within the Annexation Property in accordance with the terms hereof; and

WHEREAS, HPPLP and HPNLLC, as the owner of the Annexation Property, desire to create and establish certain landscape easements benefiting each Unit and burdening each adjoining Unit in accordance with the terms hereof and in a location determined by the floor plan and orientation of each residence constructed upon a lot; and

NOW, THEREFORE, for the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Annexation.** HPPLP and HPNLLC do hereby subject the Annexation Property to the provisions of the Declaration and the jurisdiction of the Association.
2. **Maintenance.** The Association shall be responsible for providing, or shall cause to be provided, routine mowing of the Units located within the Annexation Property, which services shall be provided in a manner consistent with the Community-Wide Standards. The Association, its employees, agents, contractors and designees shall have the right of ingress and egress over, upon and across such portions of the Units as shall be reasonably necessary for access to the Units for

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purposes of performing the foregoing services and any additional maintenance services as may be subsequently provided pursuant to Article IV, Section 2 of the Original Declaration. Pursuant to Article X of the Original Declaration, the owners of the Units located within the Annexation Property shall be responsible for the payment of a Neighborhood Assessment which shall be created and assessed by the Association in accordance with the terms of such Original Declaration.

3. **Landscape Easement.** HPPLP and HPNLLC do hereby grant, bargain, sell and convey for the benefit of each Unit within the Annexation Property, a perpetual and non-exclusive right and easement (the "Landscape Easement") on, over, upon and across certain portions of the Unit located adjacent to the back patio of each Unit allowing the owner of such benefitted Unit to install, clean, maintain, repair and replace certain landscaping improvements installed in accordance with the terms hereof (the "Landscape Improvements"). The Landscape Easement shall be located on the burdened Unit immediately adjacent to the back patio of the benefitted Unit and shall measure approximately five and one-half (5 1/2) feet in width and forty (40') in length (depending upon, and as determined by, the floor plan and orientation of the benefitted and burdened Units). More specifically, the Landscape Easement shall extend laterally from the property line onto the burdened Unit to a point that is two (2) feet from the exterior wall of the residence on the burdened Unit and shall continue parallel to, and contiguous with, the property line and such exterior wall from the rear of the burdened residence towards the front of same to a point two (2) feet from the fence located adjacent to the front door of the burdened Unit, all as more particularly depicted for illustration purposes only on Exhibit B attached hereto and incorporated herein. The Landscape Improvements shall be designed, installed, cleaned, maintained, repaired and replaced in a good and professional manner consistent with the Community-Wide Standards and shall provide a natural screen or buffer to the benefitted Unit from the burdened Unit while preserving the aesthetics of both such Units.

4. **Indemnification.** The owner of the benefitted Unit shall indemnify, defend and hold the owner of the burdened Unit harmless from and against any loss, damage, liability or expense, including, but not limited to reasonable attorneys' fees, resulting from any injury or death of any persons, or any loss of or damage to any property, caused by or resulting from any act or omission attributable to such benefitted owner or its respective agents, employees, contractors, guests or invitees, in connection with its or their entry upon, or use, maintenance or repair of, the Landscape Easement area or the Landscape Improvements. In addition, the owner of the benefitted Unit shall not cause, allow or permit any lien to be filed upon the real estate belonging to the owner of the burdened Unit in favor of any third party contracted to perform services upon said real estate and agrees to promptly take steps to remove any such third party lien.

5. **Compliance with Laws.** The installation, construction, maintenance, repair and use of the Landscape Improvements by the owner of the benefitted Unit shall comply in all respects with all applicable federal, state and local laws, rules, regulations, ordinances and the Community-Wide Standards. The exercise of the easement rights granted hereunder shall at all times be subject to all applicable governmental approvals and the owner of the benefitted Unit shall be solely responsible for obtaining any and all permits and approvals and the payment of any fees charged by applicable governmental authorities relating to such owners' use thereof.

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6. **Continued Use of Easement Parcel.** The owner of burdened Unit retains the right to utilize the Landscape Easement property for any purpose that does not materially interfere with the rights and easements granted herein to the owner of the benefited Unit.

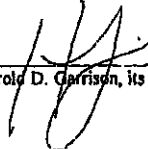
7. **Taxes and Assessments.** Except as otherwise specifically provided for herein, each owner of the respective Units shall bear all costs incidental to the ownership of its property, including, without limitation, all insurance premiums, taxes and special assessments payable in respect thereof.

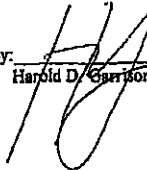
8. **Covenants to Run with the Land.** The grants and obligations, and benefits and burdens created herein shall run with the property burdened and/or benefited hereby, as the case may be, and shall apply to, be binding upon and inure to the benefit of such real estate.

IN WITNESS WHEREOF, HPPLP and HPNLLC have executed this Third Supplemental Declaration of Covenants, Conditions and Restrictions as of the day and year first above written.

HAMILTON PROPER PARTNERS
LAND PARTNERSHIP, L.P.

HAMILTON PROPER NORTH, L.L.C.
By: HDG Investments, L.L.C.,
its Class A Member

By: 
Harold D. Garrison, its General Partner ^{wt}

By: 
Harold D. Garrison, its sole Member ^{wt}

DECR121973434

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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 Harold D. Garrison, who being first duly sworn by me upon his oath, stated that he is the General Partner of Hamilton Proper Partners Land Partnership, L.P., that he is duly authorized to execute the foregoing on its behalf, that any statements or representations of fact contained therein are true and he acknowledged execution of the foregoing on behalf of said entity.

Witness my hand and Notarial Seal this 26th day of January, 1999



NOTARY PUBLIC:
Eileen Sirola

Printed: Eileen Sirola

My Commission Expires:

My County of Residence:

Sept. 17, 2000

INDIANA

STATE OF INDIANA)
) SS:
COUNTY OF Marion)



Before me, a Notary Public in and for said county and state, personally appeared Harold D. Garrison, who being first duly sworn by me upon his oath, stated that he is the Sole Member of HDG Investments, L.L.C., the Class A Member of Hamilton Proper North, L.L.C., that he is duly authorized to execute the foregoing on behalf of such entities, that any statements or representations of fact contained therein are true and he acknowledged execution of the foregoing on behalf of said entities.

Witness my hand and Notarial Seal this 26th day of January, 1999.



NOTARY PUBLIC:
Eileen Sirola

Printed: Eileen Sirola

My Commission Expires:

My County of Residence:

Sept. 17, 2000

Marion

Prepared by Harold D. Garrison
DEC201197341.4

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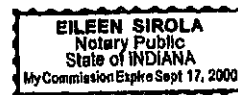
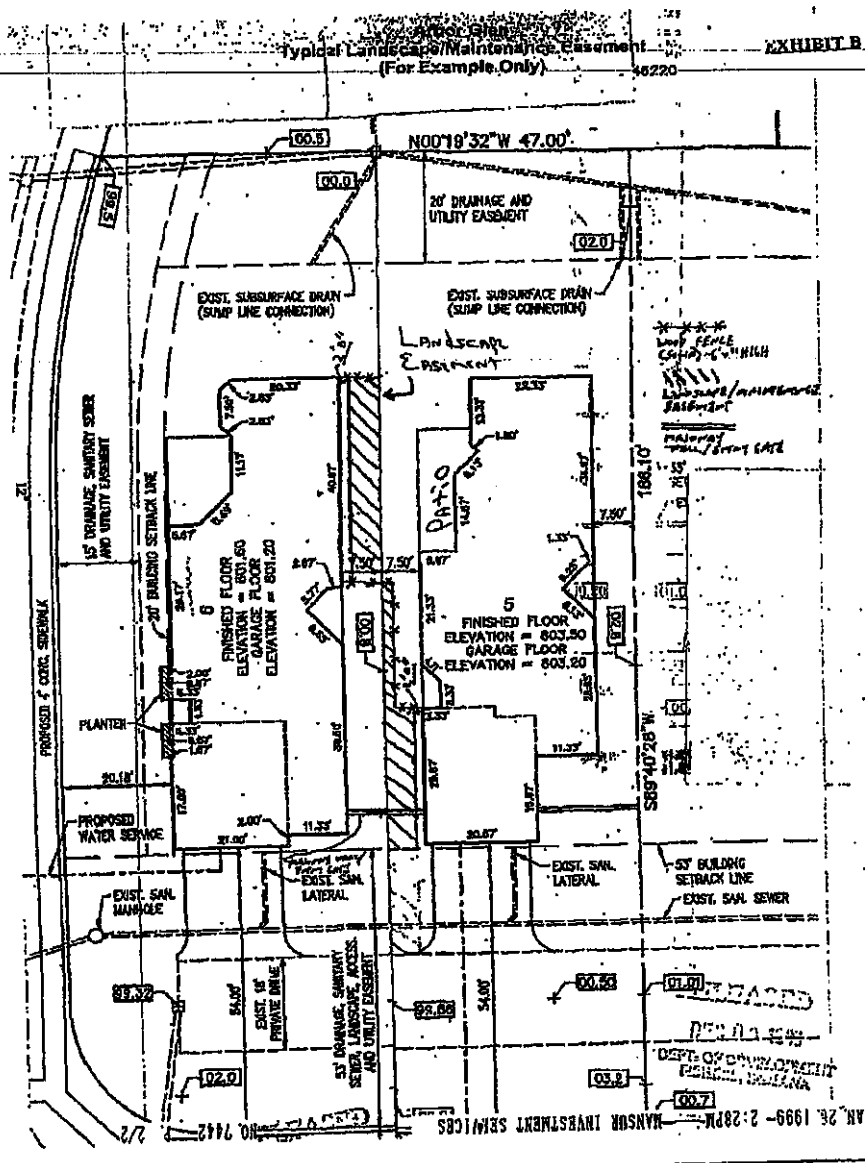


EXHIBIT A

PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE THEREOF 184.05 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 309.40 FEET; TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT NUMBER 8710958 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE WEST AND SOUTH LINES THEREOF FOR THE NEXT TWO COURSES; (1) SOUTH 01 DEGREES 21 MINUTES 55 SECONDS EAST 216.82 FEET; (2) NORTH 89 DEGREES 18 MINUTES 54 SECONDS EAST 265.29 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST 46.55 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 578.45 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ON SAID WEST LINE, NORTH 00 DEGREES 08 MINUTES 53 SECONDS EAST 261.66 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE THEREOF 168.94 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1165.40 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE THEREOF 44.00 FEET TO THE NORTHWEST CORNER OF A 0.365 ACRE TRACT RESERVED FOR A SANITARY SEWER LIFT STATION; THENCE ON THE WEST, SOUTH AND EAST SIDES OF SAID TRACT THE FOLLOWING THREE (3) COURSES; 1) SOUTH 00 DEGREES 19 MINUTES 32 SECONDS EAST 150.00 FEET; 2) NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 106.00 FEET; 3) NORTH 00 DEGREES 19 MINUTES 32 SECONDS WEST 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 12.12 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF

791.24 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT NUMBER 9223771 AND INSTRUMENT NUMBER 9232592 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS EAST ALONG THE WEST LINE THEREOF 81.18 FEET TO THE APPROXIMATE CENTERLINE OF MUD CREEK; THENCE ALONG SAID CENTERLINE FOR THE NEXT EIGHTEEN COURSES; (1) SOUTH 50 DEGREES 14 MINUTES 11 SECONDS WEST 400.07 FEET; (2) SOUTH 73 DEGREES 46 MINUTES 04 SECONDS WEST 57.97 FEET; (3) NORTH 76 DEGREES 35 MINUTES 43 SECONDS WEST 52.95 FEET; (4) NORTH 61 DEGREES 17 MINUTES 19 SECONDS WEST 74.34 FEET; (5) NORTH 76 DEGREES 55 MINUTES 09 SECONDS WEST 48.52 FEET; (6) NORTH 50 DEGREES 58 MINUTES 03 SECONDS WEST 44.05 FEET; (7) NORTH 84 DEGREES 18 MINUTES 40 SECONDS WEST 83.95 FEET; (8) NORTH 74 DEGREES 46 MINUTES 04 SECONDS WEST 105.58 FEET; (9) SOUTH 72 DEGREES 05 MINUTES 10 SECONDS WEST 39.08 FEET; (10) SOUTH 39 DEGREES 13 MINUTES 16 SECONDS WEST 47.37 FEET; (11) SOUTH 54 DEGREES 05 MINUTES 12 SECONDS WEST 63.45 FEET; (12) SOUTH 32 DEGREES 42 MINUTES 24 SECONDS WEST 63.32 FEET; (13) SOUTH 25 DEGREES 31 MINUTES 18 SECONDS WEST 77.62 FEET; (14) SOUTH 08 DEGREES 51 MINUTES 05 SECONDS WEST 54.51 FEET; (15) SOUTH 13 DEGREES 23 MINUTES 34 SECONDS WEST 141.03 FEET; (16) SOUTH 00 DEGREES 54 MINUTES 29 SECONDS WEST 48.90 FEET; (17) SOUTH 25 DEGREES 53 MINUTES 25 SECONDS WEST 55.89 FEET; (18) SOUTH 55 DEGREES 39 MINUTES 58 SECONDS WEST 18.70 FEET; THENCE NORTH 50 DEGREES 59 MINUTES 04 SECONDS WEST 259.56 FEET; THENCE SOUTH 73 DEGREES 35 MINUTES 04 SECONDS WEST 59.22 FEET; THENCE SOUTH 35 DEGREES 34 MINUTES 59 SECONDS WEST 117.14 FEET; THENCE SOUTH 71 DEGREES 29 MINUTES 19 SECONDS WEST 304.90 FEET; THENCE NORTH 83 DEGREES 01 MINUTES 43 SECONDS WEST 237.84 FEET; THENCE SOUTH 82 DEGREES 57 MINUTES 37 SECONDS WEST 433.50 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 41 SECONDS WEST 90.96 FEET; THENCE SOUTH 66 DEGREES 16 MINUTES 40 SECONDS WEST 82.09 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 58 SECONDS WEST 50.72 FEET; THENCE NORTH 17 DEGREES 48 MINUTES 21 SECONDS EAST 157.27 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 33 SECONDS WEST 126.50 FEET; THENCE SOUTH 87 DEGREES 25 MINUTES 35 SECONDS WEST 119.17 FEET; THENCE NORTH 71 DEGREES 39 MINUTES 49 SECONDS WEST 103.16 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 47 SECONDS WEST 102.03 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 59.35 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST 74.50 FEET TO THE APPROXIMATE CENTERLINE OF MUD CREEK; THENCE ALONG SAID APPROXIMATE CENTERLINE FOR THE NEXT EIGHT COURSES; (1) SOUTH 61 DEGREES 03 MINUTES 48 SECONDS WEST 80.37 FEET; (2) SOUTH 82 DEGREES 18 MINUTES 43 SECONDS WEST 39.56 FEET; (3) NORTH 83 DEGREES 59 MINUTES 24 SECONDS WEST 118.70 FEET; (4) SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST 77.29 FEET; (5) SOUTH 89 DEGREES 00 MINUTES 03 SECONDS WEST 66.52 FEET; (6) NORTH 79 DEGREES 20 MINUTES 33 SECONDS WEST 119.13 FEET; (7) SOUTH 89 DEGREES 55 MINUTES 59 SECONDS WEST 152.73 FEET; (8) SOUTH 75 DEGREES 31 MINUTES 23 SECONDS WEST 97.57 FEET TO THE WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 06 MINUTES 09 SECONDS EAST ALONG SAID WEST LINE 579.73 FEET TO THE POINT OF BEGINNING.



This instrument was prepared by and please return after recordation to:

Robert T. Buday, attorney-at-law
JOHNSON, SMITH, PENCE, DENSBORN, WRIGHT & HEATH, LLP
One Indiana Square, Suite #1800
Indianapolis, IN 46204

DECR181973434

18/02
③
1.87/2014

Instrument
9909908683
9909908683
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 02-09-1999 At 03:54 pm.
GEN W DEED 18.00

030362

GENERAL WARRANTY DEED

THIS INDENTURE WITNESSETH, that HAMILTON PROPER, L.L.C., an Indiana limited liability company ("Grantor"), CONVEYS AND WARRANTS to HAMILTON PROPER NORTH, L.L.C., an Indiana limited liability company ("Grantee"), for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt of which is hereby acknowledged, the real estate located in Hamilton County, Indiana, and more particularly described on Exhibit A attached hereto and made a part hereof.

THIS CONVEYANCE IS MADE, and said real estate is SUBJECT TO:

- (1) real estate taxes and solid waste assessments due and payable in May, 1999, and all such taxes and assessments payable thereafter; and
- (2) all rights-of-way, easements, restrictions, limitations, conditions, covenants, rights, duties, obligations, agreements and other matters of record.

IN WITNESS WHEREOF, Grantor has caused this Warranty Deed to be executed as of the 29th day of January, 1999.

DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
4 day of Feb 19 99
J. M. Gyle Auditor
Hamilton County
Parcel # _____

HAMILTON PROPER, L.L.C.,
an Indiana limited liability company

By: CMAINVESTMENTS, LLC, an Indiana limited liability company, Class A Member

By: *Cornelius M. Allig*
Cornelius M. Allig, Member

DEDU880868.1

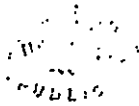
By: HDG INVESTMENTS, LLC, an Indiana limited liability company, Class A Member

By: [Signature]
Harold D. Garrison, Member

STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said county and state, personally appeared Cornelius M. Alg, known to me to be a Member of CMA Investments, L.L.C, an Indiana limited liability company, a Class A Member of Hamilton Proper, L.L.C, an Indiana limited liability company and acknowledged the execution of the foregoing for and on behalf of said limited liability company for and on behalf of said limited liability company.

Witness my hand and Notarial Seal, this 30th day of January, 1999.

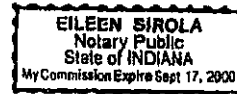


Eileen Sirola
Notary Public - Signature

Eileen Sirola
Notary Public - Printed

My Commission Expires:
Sept 17, 2000

My County of Residence:
Marion



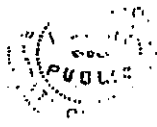
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STATE OF INDIANA)
)SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said county and state, personally appeared Harold D. Garrison, known to me to be a Member of HDG Investments, LLC, an Indiana limited liability company, a Class A Member of Hamilton Proper, L.L.C., an Indiana limited liability company and acknowledged the execution of the foregoing for and on behalf of said limited liability company for and on behalf of said limited liability company.

Witness my hand and Notarial Seal, this 30th day of January, 1999.



Eileen Sirola
Notary Public - Signature

Eileen Sirola
Notary Public - Printed

My Commission Expires:

Sept 17, 2000

My County of Residence:

Marion



This instrument prepared by John H. Baxter, Attorney at Law, JOHNSON SMITH, LLP, One Indiana Square, Suite 1800, Indianapolis, Indiana 46204.

Subsequent tax bills sent to: Hamilton Proper North, L.L.C.
700 Market Tower
10 West Market Street
Indianapolis, Indiana 46204

**POST OFFICE ADDRESS
OF THE GRANTEE.**

DEDWAR200001

EXHIBIT A

PARCEL I

PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE THEREOF 184.05 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 300.40 FEET; TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT NUMBER 8718958 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE WEST AND SOUTH LINES THEREOF FOR THE NEXT TWO COURSES; (1) SOUTH 01 DEGREES 21 MINUTES 55 SECONDS EAST 216.82 FEET; (2) NORTH 89 DEGREES 18 MINUTES 54 SECONDS EAST 265.29 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST 46.55 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 878.45 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ON SAID WEST LINE, NORTH 00 DEGREES 02 MINUTES 53 SECONDS EAST 261.66 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE THEREOF 168.94 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1165.40 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE THEREOF 44.00 FEET TO THE NORTHWEST CORNER OF A 0.365 ACRE TRACT RESERVED FOR A SANITARY SEWER LIFT STATION; THENCE ON THE WEST, SOUTH AND EAST SIDES OF SAID TRACT THE FOLLOWING THREE (3) COURSES; 1) SOUTH 00 DEGREES 19 MINUTES 32 SECONDS EAST 150.00 FEET; 2) NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 106.00 FEET; 3) NORTH 00 DEGREES 19 MINUTES 32 SECONDS WEST 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 12.12 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF

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④
J.D. HMC

Instrument
990928797

Cross Reference Instrument Nos. 91-25216, 94-37392,
95-58652, 99-08683 and 99-08680

**AMENDED AND RESTATED THIRD SUPPLEMENTAL DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**
(Arbor Glen Subdivision)

THIS AMENDED AND RESTATED THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 20th day of April, 1999, by HAMILTON PROPER PARTNERS LAND PARTNERSHIP, L.P., a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at 700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204-2960 ("HPPLP"), and HAMILTON PROPER NORTH, L.L.C., a limited liability company organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP ("HPNLLC").

WITNESSETH: That

WHEREAS, HPPLP has heretofore made a certain Declaration of Covenants, Conditions, and Restrictions for Hamilton Proper, dated September 23, 1991, and recorded September 23, 1991, as Instrument No. 91-25216 in the Office of the Recorder of Hamilton County, Indiana (the "Original Declaration"); and

WHEREAS, HPPLP and HAMILTON PROPER PARTNERS I, L.P., a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP ("HPPI"), have heretofore made a certain Certificate of Designation of Co-Declarant, and Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 23, 1994, recorded August 29, 1994, as Instrument No. 94-37392, in the Office of the Recorder of Hamilton County, Indiana (the "First Supplemental Declaration"); and

WHEREAS, HPPLP, HPPI and Hamilton Proper, L.L.C., a limited liability company organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP, have heretofore made a certain Certificate of Designation of Co-Declarant, and Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 20, 1995, and recorded October 31, 1995, as Instrument No. 95-58652, in such Office (the "Second Supplemental Declaration") (the Original Declaration, as supplemented by the First Supplemental Declaration and the Second Supplemental Declaration, being hereinafter referred to collectively as the "Declaration," and all capitalized terms used but not defined herein having the meanings ascribed to them in the Declaration); and

WHEREAS, HPPLP and HPNLLC have heretofore made a certain Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 1, 1999, and recorded February 9, 1999, as Instrument No. 99-08680, in such Office (the "Third Supplemental Declaration"); and

DEC2078-1978-1.3

990928797
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
On 05-12-1999 At 12:01:21 pm.
AMEND DECL 30.00

WHEREAS, Article VIII, Section 1, of the Original Declaration provides, in pertinent part, that "Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit 'B' has been subjected to this Declaration on December 31, 2008, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit 'B', attached hereto. Such annexation shall be accomplished by filing in the public records of Hamilton County, Indiana, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of the Voting Members, but shall require the consent of the owner of such property, if other than the Declarant"; and

WHEREAS, as of the date hereof, there remain certain portions of the property described on Exhibit B to the Original Declaration (the "Additional Property") which have not been subjected to the terms of the Declaration; and

WHEREAS, that certain portion of the Additional Property described on Exhibit A hereto (the "Annexation Property") is commonly known as Arbor Glen Subdivision, and shall be referred to as such in certain Plats to be subsequently recorded in the Office of the Recorder of Hamilton County, Indiana; and

WHEREAS, pursuant to that certain General Warranty Deed dated January 29, 1999, and recorded February 9, 1999, as Instrument No. 9908683 in the Office of the Recorder of Hamilton County, Indiana, HPNLLC is the owner of the Annexation Property and HPNLLC purchased same for the purpose of development and sale of the Annexation Property; and

WHEREAS, HPPLP and HPNLLC desire to completely amend and restate the Third Supplemental Declaration in accordance with the terms hereof; and

WHEREAS, HPPLP desires to subject to the provisions of the Declaration and the jurisdiction of the Association the Annexation Property and HPNLLC, as the owner of the Annexation Property, hereby consents to such annexation of the Annexation Property; and

WHEREAS, pursuant to Article IV, Section 2 of the Original Declaration, HPPLP as the Declarant (as defined in the Original Declaration), and HPNLLC, as the owner of the Annexation Property, desire to assign to the Association certain maintenance obligations relative to the Units located within the Annexation Property in accordance with the terms hereof; and

WHEREAS, HPPLP, as the Declarant, and HPNLLC, as the owner of the Annexation Property, desire to create and establish certain landscape and patio easements benefitting each Unit and burdening each adjoining Unit in accordance with the terms hereof and in a location determined by the floor plan and orientation of each residence constructed upon a lot; and

NOW, THEREFORE, for the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

DECR7B097943

1. **Amendment and Restatement.** HPPLP and HPNLLC do hereby completely amend and restate the Third Supplemental Declaration in accordance with the terms and conditions hereof

2. **Annexation.** HPPLP, as the Declarant, and HPNLLC, as the owner of the Annexation Property, do hereby subject the Annexation Property to the provisions of the Declaration and the jurisdiction of the Association.

3. **Maintenance.** The Association shall be responsible for providing, or shall cause to be provided, routine mowing of the Units located within the Annexation Property, which services shall be provided in a manner consistent with the Community-Wide Standards. The Association, its employees, agents, contractors and designees shall have the right of ingress and egress over, upon and across such portions of the Units as shall be reasonably necessary for access to the Units for purposes of performing the foregoing services and any additional maintenance services as may be subsequently provided pursuant to Article IV, Section 2 of the Original Declaration. Pursuant to Article X of the Original Declaration, the owners of the Units located within the Annexation Property shall be responsible for the payment of a Neighborhood Assessment which shall be created and assessed by the Association in accordance with the terms of such Original Declaration.

4. **Landscape and Patio Easement.** HPPLP and HPNLLC do hereby grant, bargain, sell and convey for the benefit of each Unit within the Annexation Property, a perpetual and non-exclusive right and easement (the "Easement") on, over, upon and across certain portions of the Unit located adjacent to the back patio of each Unit allowing the owner of such benefitted Unit to install, clean, maintain, repair, replace, occupy, use and enjoy certain landscaping, patio and other related improvements installed by HPNLLC or the owner of the benefitted Unit in accordance with the terms hereof (the "Improvements"). The Easement shall be located on the burdened Unit immediately adjacent to the back patio of the benefitted Unit and shall measure approximately five and one-half (5 1/2) feet in width and forty (40') in length (depending upon, and as determined by, the floor plan and orientation of the benefitted and burdened Units). More specifically, the Easement shall extend laterally from the property line onto the burdened Unit to a point that is two (2) feet from the exterior wall of the residence on the burdened Unit and shall continue parallel with, and contiguous to, the property line and such exterior wall from the rear of the burdened residence toward the front of same to a point two (2) feet from the fence located adjacent to the front door of the burdened Unit, all as more particularly depicted for illustration purposes only on Exhibit B attached hereto and incorporated herein. The Improvements shall be designed, installed, cleaned, maintained, repaired and replaced in a good and professional manner consistent with the Community-Wide Standards and shall provide a natural screen or buffer to the benefitted Unit from the burdened Unit while preserving the aesthetics of both such Units.

5. **Indemnification.** The owner of the benefitted Unit shall indemnify, defend and hold the owner of the burdened Unit harmless from and against any loss, damage, liability or expense, including, but not limited to reasonable attorneys' fees, resulting from any injury or death of any persons, or any loss of or damage to any property, caused by or resulting from any act or omission attributable to such benefitted owner or its respective agents, employees, contractors, guests or

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invoices, in connection with its or their entry upon, or use, maintenance or repair of, the Easement area or the Improvements. In addition, the owner of the benefitted Unit shall not cause, allow or permit any lien to be filed upon the real estate belonging to the owner of the burdened Unit in favor of any third party contracted to perform services upon said real estate and agrees to promptly take steps to remove any such third party lien

6. **Compliance with Laws.** The installation, construction, maintenance, repair and use of the Improvements by the owner of the benefitted Unit shall comply in all respects with all applicable federal, state and local laws, rules, regulations, ordinances and the Community-Wide Standards. The exercise of the easement rights granted hereunder shall at all times be subject to all applicable governmental approvals and the owner of the benefitted Unit shall be solely responsible for obtaining any and all permits and approvals and the payment of any fees charged by applicable governmental authorities relating to such owners' use thereof.

7. **Continued Use of Easement Property.** The owner of burdened Unit retains the right to utilize the Easement property for any purpose that does not materially interfere with the rights and easements granted herein to the owner of the benefitted Unit.

8. **Taxes and Assessments.** Except as otherwise specifically provided for herein, each owner of the respective Units shall bear all costs incidental to the ownership of its property, including, without limitation, all insurance premiums, taxes and special assessments payable in respect thereof.

9. **Covenants to Run with the Land.** The grants and obligations, and benefits and burdens created herein shall run with the property burdened and/or benefitted hereby, as the case may be, and shall apply to, be binding upon and inure to the benefit of such real estate.

IN WITNESS WHEREOF, HPPLP and HPNLLC have executed this Third Supplemental Declaration of Covenants, Conditions and Restrictions as of the day and year first above written.

HAMILTON PROPER PARTNERS
LAND PARTNERSHIP, L.P.

HAMILTON PROPER NORTH, L.L.C.
By: HDG Investments, L.L.C.,
its Class A Member

By: 
Harold D. Garrison, its General Partner

By: 
Harold D. Garrison, its sole Member

DEC1813724J

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said county and state, personally appeared Harold D. Garrison, who being first duly sworn by me upon his oath, stated that he is the General Partner of Hamilton Proper Partners Land Partnership, L.P., that he is duly authorized to execute the foregoing on its behalf, that any statements or representations of fact contained (herein are true and he acknowledged execution of the foregoing on behalf of said entity.

Witness my hand and Notarial Seal this 20th day of April, 1999.



NOTARY PUBLIC:

Eileen Sirola

Printed: Eileen Sirola

My Commission Expires:

9-17-2000

My County of Residence:

Marion

STATE OF INDIANA)
) SS:
COUNTY OF Marion)



Before me, a Notary Public in and for said county and state, personally appeared Harold D. Garrison, who being first duly sworn by me upon his oath, stated that he is the Sole Member of HDG Investments, L.L.C., the Class A Member of Hamilton Proper North, L.L.C., that he is duly authorized to execute the foregoing on behalf of such entities, that any statements or representations of fact contained therein are true and he acknowledged execution of the foregoing on behalf of said entities.

Witness my hand and Notarial Seal this 20th day of April, 1999.



NOTARY PUBLIC:

Eileen Sirola

Printed: Eileen Sirola

My Commission Expires:

9-17-2000

My County of Residence:

Marion

DEC08TB19731.5

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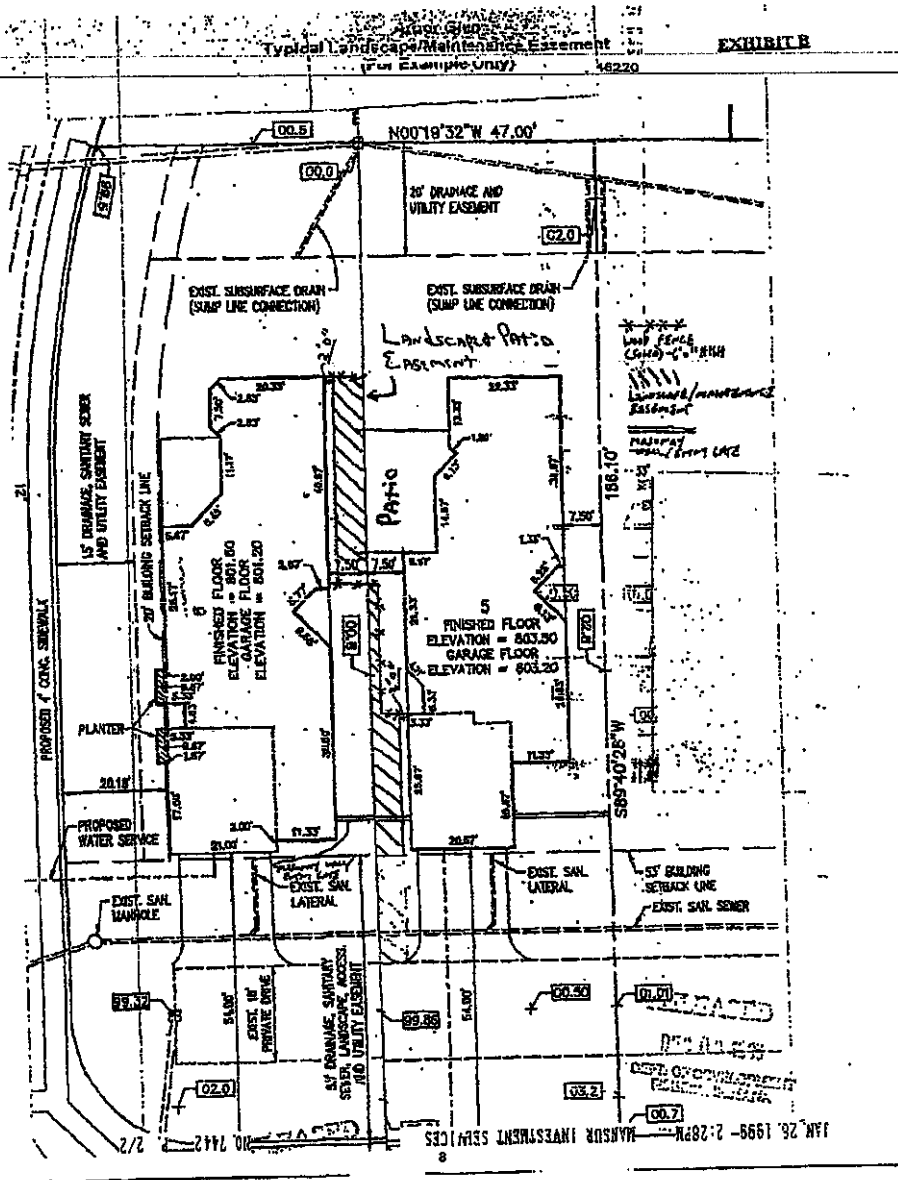


EXHIBIT A

PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 14 MINUTES 29 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE THEREOF 184.05 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 306.40 FEET; TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT NUMBER 8710958 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE WEST AND SOUTH LINES THEREOF FOR THE NEXT TWO COURSES; (1) SOUTH 01 DEGREES 21 MINUTES 55 SECONDS EAST 216.82 FEET; (2) NORTH 89 DEGREES 18 MINUTES 54 SECONDS EAST 265.29 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST 46.55 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 578.45 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ON SAID WEST LINE, NORTH 00 DEGREES 08 MINUTES 53 SECONDS EAST 261.66 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE THEREOF 168.94 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1155.40 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE THEREOF 44.00 FEET TO THE NORTHWEST CORNER OF A 0.368 ACRE TRACT RESERVED FOR A SANITARY SEWER LIFT STATION; THENCE ON THE WEST, SOUTH AND EAST SIDES OF SAID TRACT THE FOLLOWING THREE (3) COURSES; 1) SOUTH 00 DEGREES 19 MINUTES 32 SECONDS EAST 150.00 FEET; 2) NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 106.00 FEET; 3) NORTH 00 DEGREES 19 MINUTES 32 SECONDS WEST 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 1.2.12 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF

781.24 FEET TO THE APPROXIMATE CENTERLINE OF A CORNER OF LAND DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT NUMBER 9221773 AND INSTRUMENT NUMBER 9232592 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 90 DEGREES 21 MINUTES 21 SECONDS EAST ALONG THE WEST LINE THEREOF 81.18 FEET TO THE APPROXIMATE CENTERLINE OF MUD CREEK; THENCE ALONG SAID CENTERLINE FOR THE NEXT EIGHTEEN COURSES; (1) SOUTH 50 DEGREES 14 MINUTES 11 SECONDS WEST 400.07 FEET; (2) SOUTH 73 DEGREES 45 MINUTES 04 SECONDS WEST 57.97 FEET; (3) NORTH 76 DEGREES 35 MINUTES 43 SECONDS WEST 52.95 FEET; (4) NORTH 61 DEGREES 17 MINUTES 19 SECONDS WEST 74.34 FEET; (5) NORTH 76 DEGREES 55 MINUTES 09 SECONDS WEST 48.52 FEET; (6) NORTH 50 DEGREES 58 MINUTES 03 SECONDS WEST 44.05 FEET; (7) NORTH 84 DEGREES 18 MINUTES 40 SECONDS WEST 83.95 FEET; (8) NORTH 74 DEGREES 46 MINUTES 04 SECONDS WEST 105.58 FEET; (9) SOUTH 72 DEGREES 05 MINUTES 10 SECONDS WEST 39.08 FEET; (10) SOUTH 38 DEGREES 13 MINUTES 16 SECONDS WEST 47.37 FEET; (11) SOUTH 54 DEGREES 05 MINUTES 12 SECONDS WEST 63.45 FEET; (12) SOUTH 32 DEGREES 42 MINUTES 24 SECONDS WEST 63.32 FEET; (13) SOUTH 35 DEGREES 31 MINUTES 18 SECONDS WEST 77.62 FEET; (14) SOUTH 02 DEGREES 51 MINUTES 05 SECONDS WEST 54.51 FEET; (15) SOUTH 13 DEGREES 23 MINUTES 34 SECONDS WEST 141.03 FEET; (16) SOUTH 00 DEGREES 54 MINUTES 28 SECONDS WEST 48.90 FEET; (17) SOUTH 25 DEGREES 53 MINUTES 25 SECONDS WEST 55.89 FEET; (18) SOUTH 55 DEGREES 39 MINUTES 58 SECONDS WEST 18.70 FEET; THENCE NORTH 50 DEGREES 59 MINUTES 04 SECONDS WEST 259.56 FEET; THENCE SOUTH 73 DEGREES 35 MINUTES 39 SECONDS WEST 59.22 FEET; THENCE SOUTH 35 DEGREES 34 MINUTES 59 SECONDS WEST 117.14 FEET; THENCE SOUTH 71 DEGREES 29 MINUTES 19 SECONDS WEST 304.90 FEET; THENCE NORTH 83 DEGREES 01 MINUTES 43 SECONDS WEST 237.84 FEET; THENCE SOUTH 82 DEGREES 57 MINUTES 37 SECONDS WEST 433.50 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 41 SECONDS WEST 90.56 FEET; THENCE SOUTH 66 DEGREES 16 MINUTES 40 SECONDS WEST 52.09 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 58 SECONDS WEST 50.72 FEET; THENCE NORTH 17 DEGREES 48 MINUTES 21 SECONDS EAST 157.21 FEET; THENCE NORTH 52 DEGREES 20 MINUTES 33 SECONDS WEST 126.50 FEET; THENCE SOUTH 87 DEGREES 25 MINUTES 35 SECONDS WEST 118.17 FEET; THENCE NORTH 71 DEGREES 39 MINUTES 49 SECONDS WEST 103.16 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 47 SECONDS WEST 102.03 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 59.35 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST 74.50 FEET TO THE APPROXIMATE CENTERLINE OF MUD CREEK; THENCE ALONG SAID APPROXIMATE CENTERLINE FOR THE NEXT EIGHT COURSES; (1) SOUTH 61 DEGREES 02 MINUTES 48 SECONDS WEST 80.37 FEET; (2) SOUTH 82 DEGREES 18 MINUTES 43 SECONDS WEST 39.56 FEET; (3) NORTH 83 DEGREES 59 MINUTES 24 SECONDS WEST 118.70 FEET; (4) SOUTH 72 DEGREES 48 MINUTES 31 SECONDS WEST 77.23 FEET; (5) SOUTH 89 DEGREES 00 MINUTES 03 SECONDS WEST 86.52 FEET; (6) NORTH 79 DEGREES 20 MINUTES 33 SECONDS WEST 119.13 FEET; (7) SOUTH 89 DEGREES 55 MINUTES 59 SECONDS WEST 152.73 FEET; (8) SOUTH 75 DEGREES 31 MINUTES 23 SECONDS WEST 97.57 FEET TO THE WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 06 MINUTES 09 SECONDS EAST ALONG SAID WEST LINE 579.73 FEET TO THE POINT OF BEGINNING.



CONSENT OF MORTGAGEE AND SUBORDINATION OF MORTGAGE TO AMENDED AND RESTATED THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FIRST INDIANA BANK, a federal banking association ("Mortgagee"), presently holds a mortgage executed in its favor by Hamilton Proper North, L.L.C., dated February 1, 1999, and recorded with the Office of the Recorder of Hamilton County, Indiana, on February 9, 1999, as Instrument No. #9906684 (the "Mortgage") which encumbers the Annexation Property. Mortgagee hereby consents to the terms and provisions of the Amended and Restated Third Supplemental Declaration of Covenants, Conditions and Restrictions and further agrees that the lien of the Mortgage, to the extent it encumbers the Annexation Property, shall be subordinate and subject to the terms and conditions of the the Amended and Restated Third Supplemental Declaration of Covenants, Conditions and Restrictions.

DATED: 5/6/99

MORTGAGEE:

FIRST INDIANA BANK, a federal banking association

By: [Signature] Charles B. Lauck, Vice President

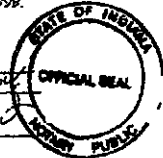
STATE OF Indiana)
COUNTY OF Marion) SS:

Before me, a Notary Public in and for said County and State, personally appeared Charles B. Lauck, who, being first duly sworn by me upon his oath, says that he is a Vice President of First Indiana Bank, that he is duly authorized to execute the foregoing instrument on its behalf and he acknowledged execution of the foregoing.

Witness my hand and Notarial Seal this 5 day of May, 1999.



NOTARY PUBLIC: [Signature]



Printed: My County of Residence:

My Commission Expires:

This instrument was prepared by Robert T. Buday, Attorney-at-Law, JOHNSON, SMITH, PENCE, WRIGHT & HEATH, LLP, One Indiana Square, Suite 1800, Indianapolis, IN 46204.

DEC27849245

36,00
(14)
2.00 nonu

File:

Cross Reference Instrument Nos. 91-25216, 94-37392,
 95-58652, 99-08683, 99-08680 and 99-287971
 199909164230 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L CLARK
 On 11-03-1999 At 12:47 pm.
 AMEND DECLR 36.00

**SECOND AMENDED AND RESTATED
 THIRD SUPPLEMENTAL DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS**
 (Arbor Glen Subdivision)

THIS SECOND AMENDED AND RESTATED THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this ___ day of August, 1999, by HAMILTON PROPER PARTNERS LAND PARTNERSHIP, L.P., a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at 700 Market Tower, 10 West Market Street, Indianapolis, Indiana 46204-2960 ("HPPLP"), and HAMILTON PROPER NORTH, L.L.C., a limited liability company organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP ("HPNLLC"),

WITNESSETH: That

WHEREAS, HPPLP has heretofore made a certain Declaration of Covenants, Conditions, and Restrictions for Hamilton Proper, dated September 23, 1991, and recorded September 23, 1991, as Instrument No. 91-25216 in the Office of the Recorder of Hamilton County, Indiana (the "Original Declaration"); and

WHEREAS, HPPLP and HAMILTON PROPER PARTNERS I, L.P., a limited partnership organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP ("HPPI"), have heretofore made a certain Certificate of Designation of Co-Declarant, and Supplemental Declaration of Covenants, Conditions and Restrictions, dated August 23, 1994, recorded August 29, 1994, as Instrument No. 94-37392, in the Office of the Recorder of Hamilton County, Indiana (the "First Supplemental Declaration"); and

WHEREAS, HPPLP, HPPI and Hamilton Proper, L.L.C., a limited liability company organized and existing under the laws of the State of Indiana, having its principal office and place of business at the same address as HPPLP, have heretofore made a certain Certificate of Designation of Co-Declarant, and Second Supplemental Declaration of Covenants, Conditions and Restrictions, dated October 20, 1995, and recorded October 31, 1995, as Instrument No. 95-58652, in such Office (the "Second Supplemental Declaration") (the Original Declaration, as supplemented by the First Supplemental Declaration and the Second Supplemental Declaration, being hereinafter referred to collectively as the "Declaration," and all capitalized terms used but not defined herein having the meanings ascribed to them in the Declaration); and

WHEREAS, HPPLP and HPNLLC have heretofore made a certain Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated February 1, 1999, and recorded

DECLARATION 36.00

February 9, 1999, as Instrument No. 99-08680, in such Office (the "Third Supplemental Declaration"); and

WHEREAS, HPPLP and HPNLLC have heretofore made a certain Amended and Restated Third Supplemental Declaration of Covenants, Conditions and Restrictions, dated April 20, 1999, and recorded May 12, 1999, as Instrument No. 990928797, in such Office (the "Amended and Restated Third Supplemental Declaration"); and

WHEREAS, Article VIII, Section 1, of the Original Declaration provides, in pertinent part, that "Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit 'B' has been subjected to this Declaration or December 31, 2008, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any part of the Annexation Property to the Association. Such annexation shall be accomplished by recording a Supplemental Declaration in such Office with the consent of the Voting Members of the Association other than the Declarant."

cross ref #990928797 only

ion and the jurisdiction of the it 'B', attached hereto. Such Hamilton County, Indiana, a Declaration shall not require the owner of such property, if

WHEREAS, as of Exhibit B to the Original Declaration, to the terms of the Declaration;

if the property described on Exhibit B has not been subjected

WHEREAS, that certain Annexation Property (the "Annexation Property") is located to as such in certain Plats in Hamilton County, Indiana; and

located on Exhibit A hereto, and shall be referred to as the Recorder of Hamilton

WHEREAS, pursuant to that certain General Warranty Deed dated January 29, 1999, and recorded February 9, 1999, as Instrument No. 9908683 in the Office of the Recorder of Hamilton County, Indiana, HPNLLC is the owner of the Annexation Property and HPNLLC purchased same for the purpose of development and sale of the Annexation Property; and

WHEREAS, HPPLP and HPNLLC desire to completely amend and restate the Amended and Restated Third Supplemental Declaration in accordance with the terms hereof; and

WHEREAS, HPPLP desires to subject to the provisions of the Declaration and the jurisdiction of the Association the Annexation Property and HPNLLC, as the owner of the Annexation Property, hereby consents to such annexation of the Annexation Property; and

WHEREAS, pursuant to Article IV, Section 2 of the Original Declaration, HPPLP as the Declarant (as defined in the Original Declaration), and HPNLLC, as the owner of the Annexation Property, desire to assign to the Association certain maintenance obligations relative to the Units located within the Annexation Property in accordance with the terms hereof and the Association

DEC0910197215.4

shall charge against the owners of each such Unit a Neighborhood Assessment as defined and provided for in the Declaration; and

WHEREAS, HPPLP, as the Declarant, and HPNLLC, as the owner of the Annexation Property, desire to create and establish certain patio, walkway and landscape easements benefitting each Unit and burdening each adjoining Unit in accordance with the terms hereof and in a location determined by the floor plan and orientation of each residence constructed upon a lot; and

NOW, THEREFORE, for the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Amendment and Restatement.** HPPLP and HPNLLC do hereby completely amend and restate the Amended and Restated Third Supplemental Declaration in accordance with the terms and conditions hereof.

2. **Annexation.** HPPLP, as the Declarant, and HPNLLC, as the owner of the Annexation Property, do hereby subject the Annexation Property to the provisions of the Declaration and the jurisdiction of the Association.

3. **Maintenance.** The Association shall charge a Neighborhood Assessment against each Unit located within the Annexation Property and shall perform, or shall cause to be performed, (i) routine mowing, fertilization and weed control of the grass areas of the Units, (ii) routine mulching and maintenance of street frontage landscape beds, (iii) annual opening and closing of the lawn irrigation systems serving each Unit, (iv) snow removal from the driveways and front walks for each Unit after any snow accumulation in excess of two (2) inches, and (v) maintenance and repair of the privacy fence and wall adjacent to 116th Street and all roadways located upon the Annexation Property, all of which services shall be provided in a manner consistent with the Community-Wide Standards. The Association, its employees, agents, contractors and designees shall have the right of ingress and egress over, upon and across such portions of the Units as shall be reasonably necessary for access to the Units for purposes of performing the foregoing services and any additional maintenance services as may be subsequently provided pursuant to Article IV, Section 2 of the Original Declaration. Pursuant to Article X of the Original Declaration, the owners of the Units located within the Annexation Property shall be responsible for the payment of a Neighborhood Assessment which shall be created and assessed by the Association in accordance with the terms of such Original Declaration.

4. **Landscape and Patio Easement.** HPPLP and HPNLLC do hereby grant, bargain, sell and convey for the benefit of each Unit within the Annexation Property, a perpetual and exclusive right and easement (the "Patio Easement") on, over, upon and across certain portions of the Unit located adjacent to the back patio of each Unit allowing the owner of such benefitted Unit to install, clean, maintain, repair, replace, occupy, use and enjoy certain landscaping, patio and other related improvements installed by HPNLLC or the owner of the benefitted Unit in accordance with the terms hereof (the "Patio Improvements"). The Patio Easement shall be located on the burdened

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Unit immediately adjacent to the back patio of the benefitted Unit and shall measure approximately seven (7') feet in width and forty (40') in length (depending upon, and as determined by, the floor plan and orientation of the benefitted and burdened Units). More specifically, the Patio Easement shall extend laterally from the property line onto the burdened Unit to a point that is two (2) feet from the exterior wall of the residence on the burdened Unit and shall continue parallel with, and contiguous to, the property line and such exterior wall from the rear of the burdened Unit toward the front of same to a point contiguous with the fence located adjacent to the front door of the burdened Unit, all as more particularly depicted for illustration purposes only on Exhibit B attached hereto and incorporated herein. The Improvements shall be designed, installed, cleaned, maintained, repaired and replaced in a good and professional manner consistent with the Community-Wide Standards and shall provide a natural screen or buffer to the benefitted Unit from the burdened Unit while preserving the aesthetics of both such Units. The owner of the burdened Unit shall not be entitled to enter upon or access the Patio Easement area without first providing three (3) days prior written notice to the owner of the benefitted Unit of its desire to access same, except, however, the owner of the burdened Unit shall be entitled to enter upon the Patio Easement area without notice in the event an emergency condition exists which requires immediate maintenance to the burdened Unit in order to avoid damage occurring to same.

5. **Landscape and Walkway Easement.** HPPLP and HPNLLC do hereby grant, bargain, sell and convey for the benefit of each Unit within the Annexation Property, a perpetual and exclusive right and easement (the "Walkway Easement") on, over, upon and across certain portions of the Unit located adjacent to the front door of each Unit allowing the owner of such benefitted Unit pedestrian access to such Unit and to install, clean, maintain, repair, replace, occupy, use and enjoy certain landscaping, walkway and other related improvements installed by HPNLLC or the owner of the benefitted Unit in accordance with the terms hereof (the "Walkway Improvements"). The Walkway Easement shall be located on the burdened Unit immediately adjacent to the front door of the benefitted Unit and shall measure approximately seven (7') feet in width and fifty-two (52') feet in length (depending upon, and as determined by, the floor plan and orientation of the benefitted and burdened Units). More specifically, the Walkway Easement shall extend laterally from the property line onto the burdened Unit to a point that is two (2) feet from the exterior wall of the residence on the burdened Unit and shall continue parallel with, and contiguous to, the property line and such exterior wall from the common wall/fence located nearest to the street toward the rear of such Units to a point contiguous with the fence located adjacent to the front door of the benefitted Unit, all as more particularly depicted for illustration purposes only on Exhibit B attached hereto and incorporated herein. The Improvements shall be designed, installed, cleaned, maintained, repaired and replaced in a good and professional manner consistent with the Community-Wide Standards and shall provide a natural screen or buffer to the benefitted Unit from the burdened Unit while preserving the aesthetics of both such Units. The owner of the burdened Unit shall not be entitled to enter upon or access the Walkway Easement area without first providing three (3) days prior written notice to the owner of the benefitted Unit of its desire to access same, except, however, the owner of the burdened Unit shall be entitled to enter upon the Walkway Easement area without notice in the event an emergency condition exists which requires immediate maintenance to the burdened Unit in order to avoid damage occurring to same.

DEC18/1973/1.6

6. **Indemnification.** The owners of the Units benefitted hereunder shall indemnify, defend and hold the owners of the burdened Units harmless from and against any loss, damage, liability or expense, including, but not limited to reasonable attorneys' fees, resulting from any injury or death of any persons, or any loss of or damage to any property, caused by or resulting from any act or omission attributable to such benefitted owner or its respective agents, employees, contractors, guests or invitees, in connection with its or their entry upon, or use, maintenance or repair of, the Patio Easement area, the Walkway Easement area, the Patio Improvements or the Walkway Improvements. In addition, the owners of the benefitted Units shall not cause, allow or permit any lien to be filed upon the real estate belonging to the owners of the burdened Units in favor of any third party contracted to perform services upon said real estate and agrees to promptly take steps to remove any such third party lien.

7. **Compliance with Laws.** The installation, construction, maintenance, repair and use of the Patio Improvements and the Walkway Improvements by the owners of the Units benefitted by same shall comply in all respects with all applicable federal, state and local laws, rules, regulations, ordinances and the Community-Wide Standards. The exercise of the easement rights granted hereunder shall at all times be subject to all applicable governmental approvals and the owners of the Units benefitted thereby shall be solely responsible for obtaining any and all permits and approvals and the payment of any fees charged by applicable governmental authorities relating to such owners' use thereof.

8. **Continued Use of Easement Property.** Subject to the terms hereof, the owners of the burdened Units retain the right to utilize the Patio Easement area and the Walkway Easement area property for any purpose that does not materially interfere with the rights and easements granted herein to the owners of the benefitted Units.

9. **Taxes and Assessments.** Except as otherwise specifically provided for herein, each owner of the respective Units shall bear all costs incidental to the ownership of its property, including, without limitation, all insurance premiums, taxes and special assessments payable in respect thereof.

10. **Covenants to Run with the Land.** The grants and obligations, and benefits and burdens created herein shall run with the property burdened and/or benefitted hereby, as the case may be, and shall apply to, be binding upon and inure to the benefit of such real estate.

IN WITNESS WHEREOF, HPPLP and HPNLLC have executed this Second Amended and Restated Third Supplemental Declaration of Covenants, Conditions and Restrictions as of the day and year first above written.

HAMILTON PROPER PARTNERS
LAND PARTNERSHIP, L.P.

HAMILTON PROPER NORTH, L.L.C.
By: HDG Investments, L.L.C.,
its Class A Member

By: [Signature]
Harold D. Garrison, its General Partner

By: [Signature]
Harold D. Garrison, its sole Member

STATE OF INDIANA)
) SS:
COUNTY OF Mason)

Before me, a Notary Public in and for said county and state, personally appeared Harold D. Garrison, who being first duly sworn by me upon his oath, stated that he is the General Partner of Hamilton Proper Partners Land Partnership, L.P., that he is duly authorized to execute the foregoing on its behalf, that any statements or representations of fact contained therein are true and he acknowledged execution of the foregoing on behalf of said entity.

Witness my hand and Notarial Seal this 27th day of ~~April~~ ^{September}, 1999.

NOTARY PUBLIC:

Eileen Sirola

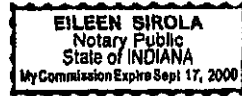
Printed: Eileen Sirola

My Commission Expires:

9-17-2000

My County of Residence:

Mason



DECR10197343.6

6

STATE OF INDIANA)
) SS:
COUNTY OF Madison)

Before me, a Notary Public in and for said county and state, personally appeared Harold D. Garrison, who being first duly sworn by me upon his oath, stated that he is the Sole Member of HDG Investments, L.L.C., the Class A Member of Hamilton Proper North, L.L.C., that he is duly authorized to execute the foregoing on behalf of such entities, that any statements or representations of fact contained therein are true and he acknowledged execution of the foregoing on behalf of said entities.

Witness my hand and Notarial Seal this 27th ^{September} day of ~~April~~ 1999.

NOTARY PUBLIC:

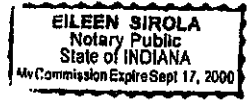
Eileen Sirola

Printed: Eileen Sirola
My County of Residence:

My Commission Expires:

9-17-2000

Madison



DECKTB197406

Exhibit A

Description of Annexation Property

DEC07B4970414

8

JUN 11 1999 4:21PM JOHNSON SMITH

NO. 785 P. 7/18

EXHIBIT A

PART OF THE NORTH HALF OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN FALL CREEK TOWNSHIP, HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 89 DEGREES 14 MINUTES 28 SECONDS EAST (ASSUMED BEARING) ALONG THE NORTH LINE THEREOF 184.05 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 53 MINUTES 49 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF 306.40 FEET; TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT NUMBER 8710958 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE ALONG THE WEST AND SOUTH LINES THEREOF FOR THE NEXT TWO COURSES; (1) SOUTH 01 DEGREES 21 MINUTES 55 SECONDS EAST 215.82 FEET; (2) NORTH 89 DEGREES 18 MINUTES 54 SECONDS EAST 255.29 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST 45.55 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST 578.45 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE ON SAID WEST LINE, NORTH 00 DEGREES 08 MINUTES 52 SECONDS EAST 261.66 FEET TO THE NORTHWEST CORNER OF SAID EAST HALF; THENCE NORTH 89 DEGREES 51 MINUTES 49 SECONDS EAST ALONG THE NORTH LINE THEREOF 158.94 FEET TO THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 34; THENCE NORTH 82 DEGREES 40 MINUTES 28 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 1165.40 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST ALONG THE NORTH LINE THEREOF 44.00 FEET TO THE NORTHWEST CORNER OF A 0.365 ACRE TRACT RESERVED FOR A SANITARY SEWER LIFT STATION; THENCE ON THE WEST, SOUTH AND EAST SIDES OF SAID TRACT THE FOLLOWING THREE (3) COURSES; 1) SOUTH 00 DEGREES 13 MINUTES 12 SECONDS EAST 150.00 FEET; 2) NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 106.00 FEET; 3) NORTH 00 DEGREES 19 MINUTES 32 SECONDS WEST 150.00 FEET TO THE NORTHEAST CORNER OF SAID TRACT; THENCE NORTH 89 DEGREES 40 MINUTES 28 SECONDS EAST 12.12 FEET TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 NORTH, RANGE 5 EAST; THENCE NORTH 89 DEGREES 36 MINUTES 39 SECONDS EAST CONTINUING ALONG THE NORTH LINE OF SAID SECTION 3 A DISTANCE OF

6

JUN. 11. 1999 4:32PM JOHNSON SMITH

NO. 785 P. 8/18

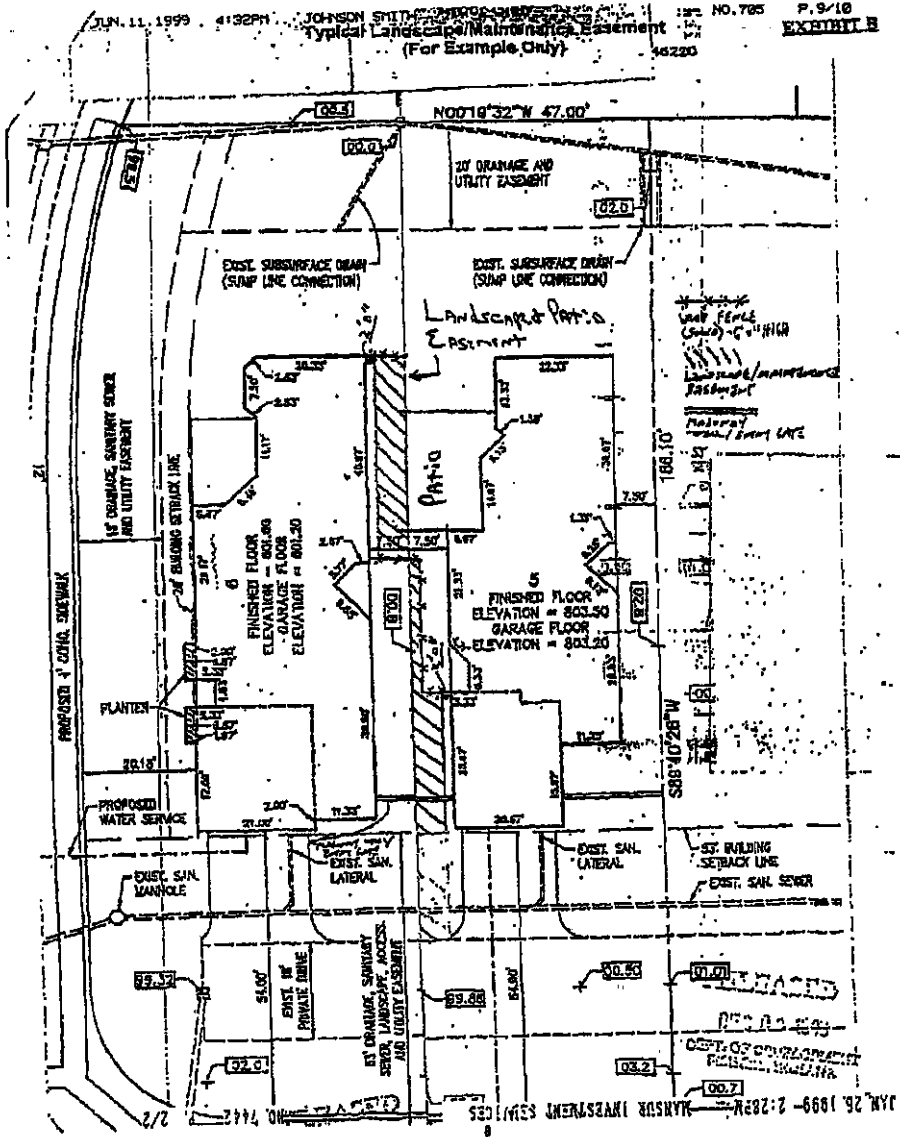
791.24 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED IN A DOCUMENT RECORDED AS INSTRUMENT NUMBER 2225771 AND INSTRUMENT NUMBER 2232592 IN THE OFFICE OF THE RECORDER OF SAID COUNTY; THENCE SOUTH 00 DEGREES 23 MINUTES 21 SECONDS EAST ALONG THE WEST LINE THEREOF 81.18 FEET TO THE APPROXIMATE CENTERLINE OF MUD CREEK; THENCE ALONG SAID CENTERLINE FOR THE NEXT EIGHT COURSES; (1) SOUTH 50 DEGREES 14 MINUTES 11 SECONDS WEST 400.07 FEET; (2) SOUTH 73 DEGREES 46 MINUTES 04 SECONDS WEST 57.97 FEET; (3) NORTH 75 DEGREES 35 MINUTES 43 SECONDS WEST 52.95 FEET; (4) NORTH 61 DEGREES 17 MINUTES 13 SECONDS WEST 74.34 FEET; (5) NORTH 76 DEGREES 55 MINUTES 09 SECONDS WEST 48.52 FEET; (6) NORTH 50 DEGREES 58 MINUTES 03 SECONDS WEST 44.05 FEET; (7) NORTH 84 DEGREES 18 MINUTES 40 SECONDS WEST 83.95 FEET; (8) NORTH 74 DEGREES 46 MINUTES 04 SECONDS WEST 105.58 FEET; (9) SOUTH 72 DEGREES 05 MINUTES 10 SECONDS WEST 39.08 FEET; (10) SOUTH 38 DEGREES 13 MINUTES 16 SECONDS WEST 47.37 FEET; (11) SOUTH 54 DEGREES 05 MINUTES 13 SECONDS WEST 63.45 FEET; (12) SOUTH 32 DEGREES 42 MINUTES 24 SECONDS WEST 63.32 FEET; (13) SOUTH 25 DEGREES 31 MINUTES 14 SECONDS WEST 77.62 FEET; (14) SOUTH 02 DEGREES 51 MINUTES 05 SECONDS WEST 54.51 FEET; (15) SOUTH 13 DEGREES 23 MINUTES 34 SECONDS WEST 141.01 FEET; (16) SOUTH 00 DEGREES 54 MINUTES 28 SECONDS WEST 48.90 FEET; (17) SOUTH 25 DEGREES 53 MINUTES 25 SECONDS WEST 55.89 FEET; (18) SOUTH 35 DEGREES 39 MINUTES 56 SECONDS WEST 18.70 FEET; THENCE NORTH 50 DEGREES 59 MINUTES 04 SECONDS WEST 259.56 FEET; THENCE SOUTH 73 DEGREES 35 MINUTES 39 SECONDS WEST 59.22 FEET; THENCE SOUTH 35 DEGREES 34 MINUTES 53 SECONDS WEST 117.14 FEET; THENCE SOUTH 71 DEGREES 29 MINUTES 19 SECONDS WEST 304.90 FEET; THENCE NORTH 81 DEGREES 01 MINUTES 43 SECONDS WEST 137.44 FEET; THENCE SOUTH 82 DEGREES 57 MINUTES 37 SECONDS WEST 433.30 FEET; THENCE NORTH 54 DEGREES 17 MINUTES 41 SECONDS WEST 50.96 FEET; THENCE SOUTH 66 DEGREES 15 MINUTES 40 SECONDS WEST 52.09 FEET; THENCE NORTH 36 DEGREES 32 MINUTES 54 SECONDS WEST 50.72 FEET; THENCE NORTH 17 DEGREES 48 MINUTES 21 SECONDS EAST 157.21 FEET; THENCE NORTH 51 DEGREES 20 MINUTES 33 SECONDS WEST 126.50 FEET; THENCE SOUTH 67 DEGREES 25 MINUTES 35 SECONDS WEST 118.17 FEET; THENCE NORTH 71 DEGREES 39 MINUTES 49 SECONDS WEST 103.16 FEET; THENCE NORTH 78 DEGREES 40 MINUTES 47 SECONDS WEST 102.03 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST 59.35 FEET; THENCE SOUTH 00 DEGREES 41 MINUTES 09 SECONDS WEST 74.50 FEET TO THE APPROXIMATE CENTERLINE OF MUD CREEK; THENCE ALONG SAID APPROXIMATE CENTERLINE FOR THE NEXT EIGHT COURSES; (1) SOUTH 51 DEGREES 03 MINUTES 48 SECONDS WEST 80.17 FEET; (2) SOUTH 82 DEGREES 18 MINUTES 43 SECONDS WEST 39.55 FEET; (3) NORTH 83 DEGREES 59 MINUTES 24 SECONDS WEST 118.70 FEET; (4) SOUTH 72 DEGREES 43 MINUTES 11 SECONDS WEST 77.29 FEET; (5) SOUTH 89 DEGREES 00 MINUTES 03 SECONDS WEST 86.52 FEET; (6) NORTH 75 DEGREES 20 MINUTES 33 SECONDS WEST 119.13 FEET; (7) SOUTH 89 DEGREES 45 MINUTES 59 SECONDS WEST 152.73 FEET; (8) SOUTH 75 DEGREES 31 MINUTES 23 SECONDS WEST 97.57 FEET TO THE WEST LINE OF THE WEST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 06 MINUTES 09 SECONDS EAST ALONG SAID WEST LINE 579.75 FEET TO THE POINT OF BEGINNING.

Exhibit B

Illustration of the Easements

DECUKTBW720.6

9



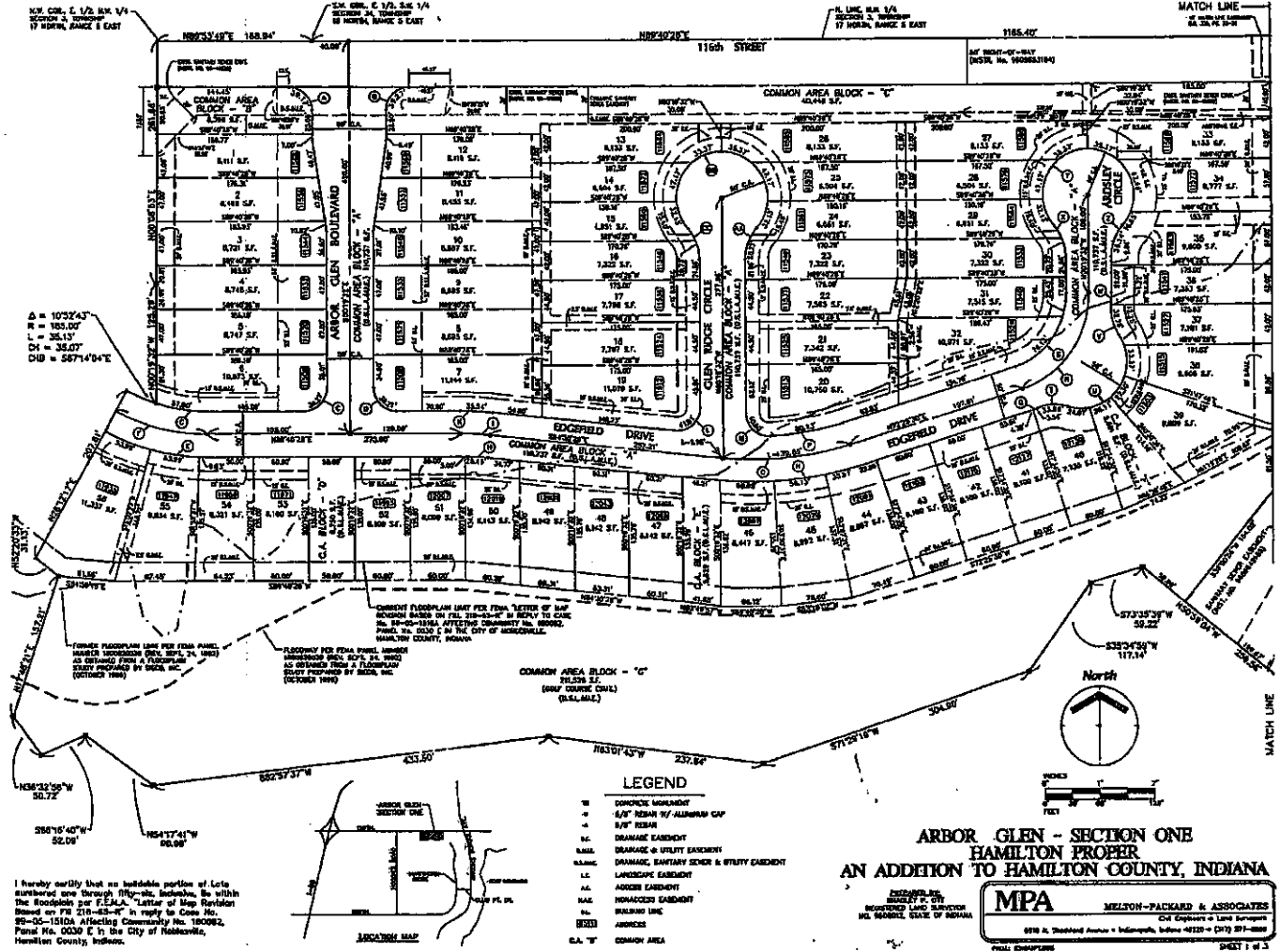
This instrument was prepared by John B. Baxter, Attorney-at-Law, JOHNSON, SMITH, PENCE & HEATH, LLP, One Indiana Square, Suite 1800, Indianapolis, IN 46204.

DEC07PM170434

10

P2 SLIDE 252

99992233
 FILE FOR RECORD IN
 HAMILTON COUNTY, INDIANA
 PLAT NO. 00334
 IN 04-13-1999 RE 03:34 PM
 PLAT 28.00



Δ = 1032.43
 R = 185.007
 L = 35.13
 CH = 38.07
 CHB = 5671494E

I hereby certify that no habitable portion of Lots numbered one through fifty-six, inclusive, lie within the floodplain for FEMA. Letter of Map Revision based on FIRM 210-03-01 in reply to Case No. 99-00-1510A Affecting Community No. 180082, Parcel No. 00334 E in the City of Noblesville, Hamilton County, Indiana.

- LEGEND**
- DR DRAINAGE EASEMENT
 - U UTILITY EASEMENT
 - RE REAR YARD ALLIANCE CAP
 - RY REAR YARD
 - DE DRAINAGE EASEMENT
 - DU DRAINAGE & UTILITY EASEMENT
 - SE SERVICE EASEMENT
 - LE LANDSCAPE EASEMENT
 - AE ACCESS EASEMENT
 - AE ACCESS EASEMENT
 - ME MEADOWS EASEMENT
 - BL BUILDING LINE
 - AR ARBOR
 - CA COMMON AREA

ARBOR GLEN - SECTION ONE
HAMILTON TOWNSHIP
AN ADDITION TO HAMILTON COUNTY, INDIANA

DESIGNED BY: **MILTON-PACKARD & ASSOCIATES**
 REGISTERED LAND SURVEYOR
 610 N. Shadeland Avenue • Indianapolis, Indiana 46220 • (317) 371-8800
 FAX: (317) 371-8800

MPA MILTON-PACKARD & ASSOCIATES
 Civil Engineers & Land Surveyors

SHEET 1 of 3

DULY ENTERED FOR TAXATION
 Subject to local acceptance for transfer
 13 day of 1999

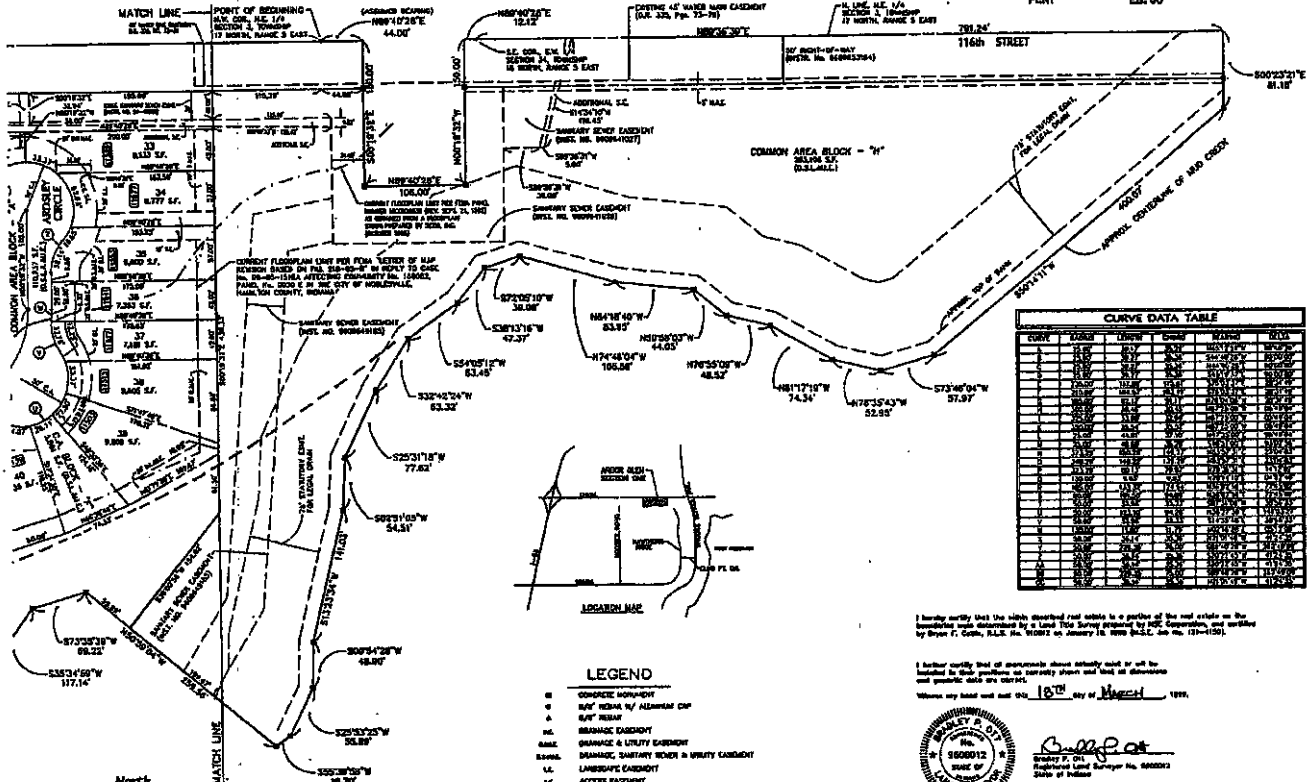
M. P. G. L.
 Auditor
 Hamilton County

Parcel 04-15-03-00-00-003103

* **POVERTY KNOB PLAT**
 IS NOW PART OF
ARBOR GLEN sec. I

PL 2 SLIDE 252

300098212
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 HARRY L. CLARK
 On 04-13-1999 At 03:34 pm.
 PLAT 28.00

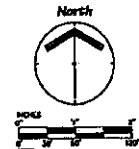


CURVE DATA TABLE

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3+00.00	N38°40'00\"/>			

LEGEND

- ▬ CONCRETE BOUNDARY
- ▬ MAP REBAR BY ALABAMA DPT
- ▬ MAP REBAR
- ▬ ERECTOR'S EASEMENT
- ▬ DRAINAGE & UTILITY EASEMENT
- ▬ DRAINAGE, SANITARY SEWER & UTILITY EASEMENT
- ▬ LAWYER'S EASEMENT
- ▬ ACCESS EASEMENT
- ▬ INSURANCE EASEMENT
- ▬ BUILDING LINE
- ▬ ADDRESS
- ▬ COMMON AREA



I hereby certify that the data described and shown in a portion of this plat or in the boundaries were determined by a Level This Survey prepared by MPA Corporation, and written by Bruce C. Goetz, R.L.S. No. 16382, on January 11, 1999 (R.L.S. No. 17-102).

I further certify that all measurements shown herein were taken on the ground and were made by MPA Corporation.



Bruce C. Goetz
 Bruce C. Goetz
 Registered Land Surveyor No. 1600012
 State of Indiana

**ARBOR GLEN - SECTION ONE
 HAMILTON PROPER
 AN ADDITION TO HAMILTON COUNTY, INDIANA**

MPA MELTON-PACKARD & ASSOCIATES
 2229 W. Shankland Avenue • Indianapolis, Indiana 46202 • (317) 277-0448
 FAX: 304-937-1908

