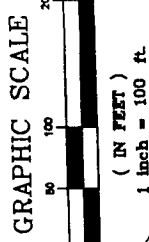


61 A

CURVE DATA

CURVE	RADIUS	LENGTH	TANGENT
C1	150.00'	151.59'	82.98'
C2	150.00'	98.91'	51.33'
C3	200.00'	118.39'	60.99'
C4	275.00'	208.03'	109.26'
C5	300.00'	236.02'	124.50'
C6	400.00'	303.25'	159.33'
C7	331.62'	261.03'	137.70'
C8	150.00'	118.26'	62.44'

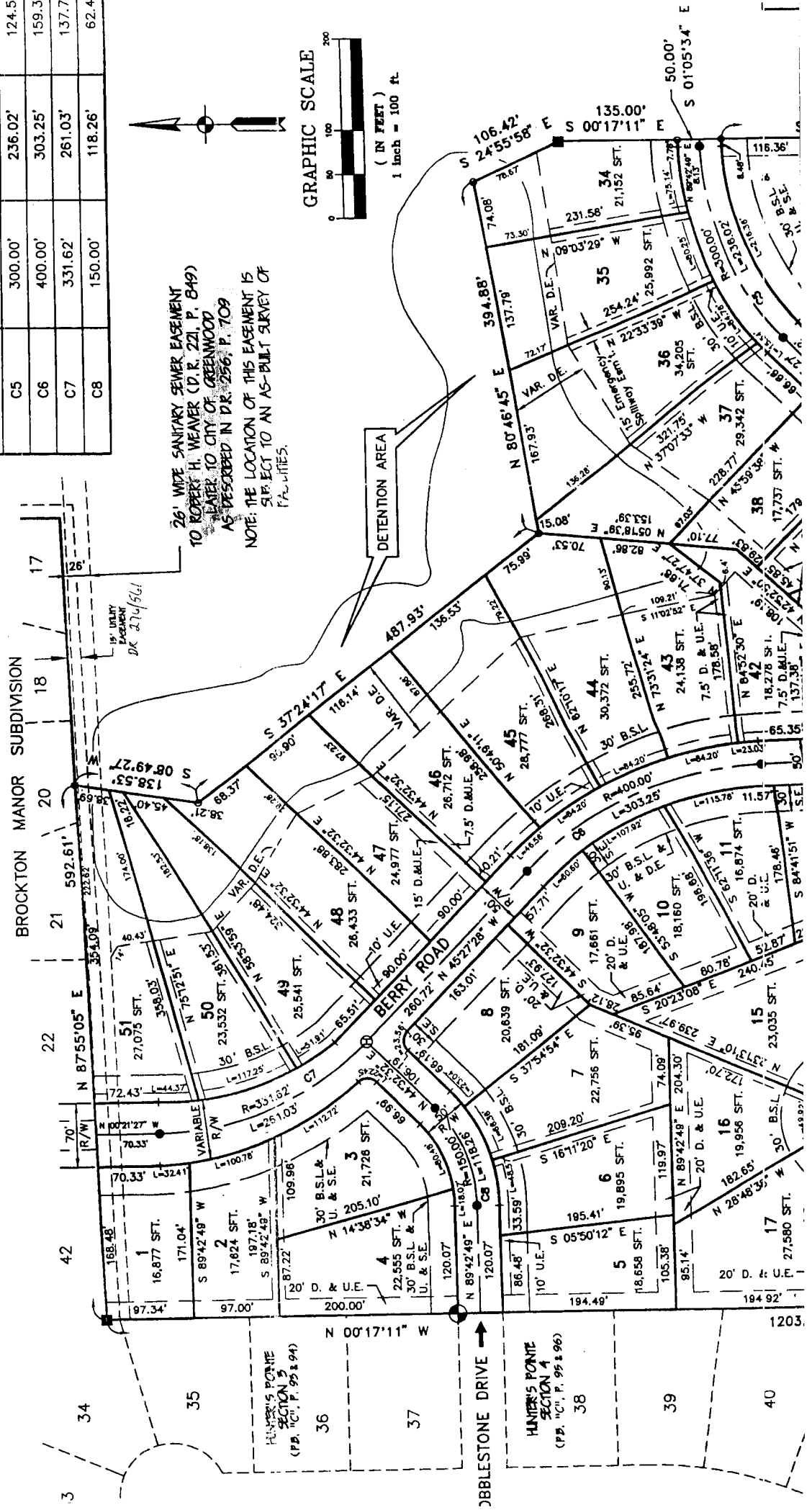


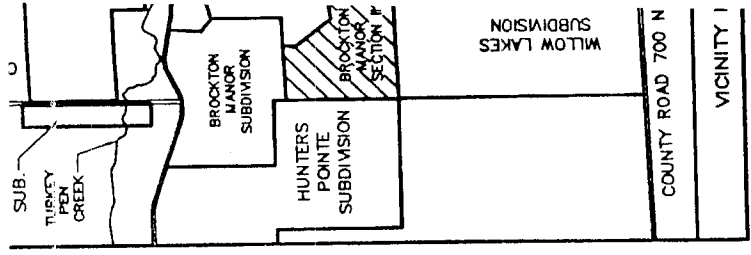
26' WIDE SANITARY SEWER EASEMENT TO ROBERT H. WEAVER (D.R. 22, P. 849) BELONGS TO CITY OF GREENWOOD AS DESCRIBED IN DR 256, P. 709

NOTE: THE LOCATION OF THIS EASEMENT IS SUBJECT TO AN AS-BUILT SURVEY OF PARCELS.

DETENTION AREA

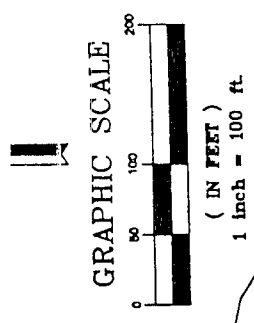
BROCKTON MANOR SUBDIVISION
SECTION II - FINAL PLAT



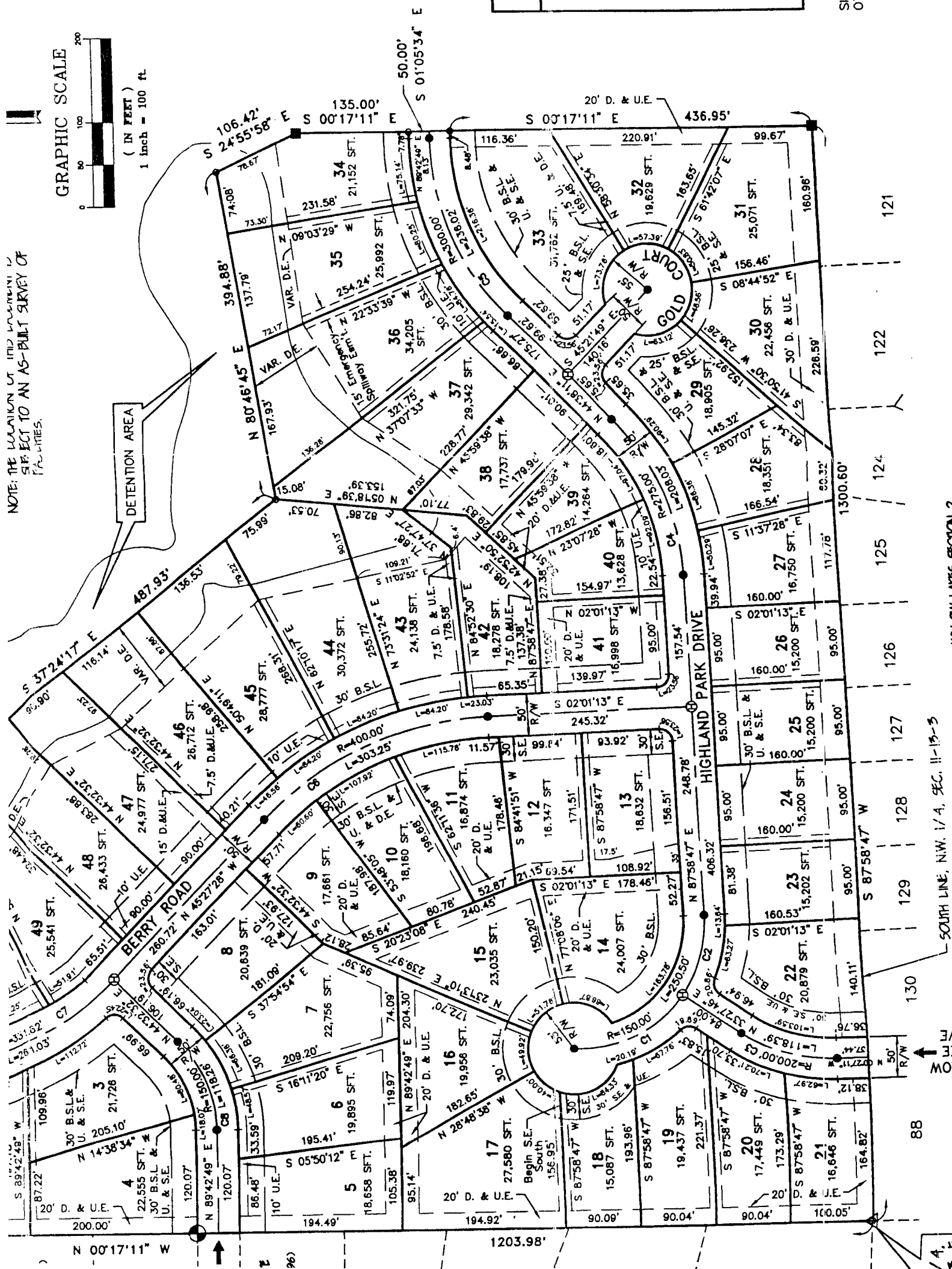


●	STREET
⊕	STREET
■	5/8" IRC
⊙	BENCH SET IN
○	SANITAR
S.E.	UTILITY
U.E.	DRAINAC
D.E.	BUILDING
B.S.L.	CURVE I
CI	

SIDEYARD EASEMENTS / OTHERWISE NOTED.



NOTE: THE LOCATION OF THE DETENTION AREA IS SUBJECT TO AN AS-BUILT SURVEY OF FACILITIES.



SOUTH LINE, N.W. 1/4, SEC. 11-15-3

LOW KEY RIVE

1/4, 15-E

15	4016 Highland Park Dr.	40	3854 Highland Park Dr.
16	4020 Highland Park Dr.	41	3886 Highland Park Dr. or 2139 Berry Road
17	4021 Highland Park Dr.	42	2111 Berry Road
18	4015 Highland Park Dr.	43	2095 Berry Road
19	4003 Highland Park Dr.	44	2075 Berry Road
20	2152 Willow Lake Drive	45	2057 Berry Road
21	2154 Willow Lake Drive	46	2039 Berry Road
22	2153 Willow Lake Dr. or	47	2023 Berry Road
	3987 Highland Park Dr.	48	2009 Berry Road
23	3961 Highland Park Dr.	49	1997 Berry Road
24	3937 Highland Park Dr.	50	1957 Berry Road
25	3913 Highland Park Dr.	51	1893 Berry Road

DEDICATION CERTIFICATE

The undersigned, Highland Park Associates, LLC, an Indiana Corporation, owner of the attached described real estate, hereby lay off, plat and subdivide said real estate described on this page, in accordance with the plat and certificate.

This subdivision shall be known and designated as Brockton Manor Subdivision, Section II, an addition to White River Township, Johnson County, Indiana. All streets, alleys and public open spaces shown and not heretofore dedicated are hereby dedicated to the public.

Front and side yard building setback lines are hereby established. All lots in this Subdivision shall conform to the current R-3 zoning requirements, as described in the Johnson County Zoning Ordinance.

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 10 feet above roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property line and a line connecting them at points 35 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

The strips of ground marked "Drainage Easement" as shown on this plat, shall be reserved for the use of the Brockton Manor Homeowner's Association for the installation and maintenance drainage facilities. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the facilities or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in easements. The easement area of each lot and all improvements thereon shall be maintained continuously by the owner of the lots. The maintenance of the storm drainage system for this subdivision by the Homeowners Association shall include but shall not be limited to, the maintenance of all inlets, open ditches, pipes, swales, manholes and detention ponds. The costs and expenses of such maintenance shall be assessed as part of the general

FINAL PLAT FOR BROCKTON MANOR SUBDIVISION, SECTION

STREET ADDRESSES

Street Address	Lot#	Street Address
Road	26	3889 Highland Park Dr.
Road	27	3865 Highland Park Dr.
Road or	28	3841 Highland Park Dr.
Weststone Drive	29	3817 Highland Park Dr.
Weststone Drive		or 2128 Gold Court
Weststone Drive	30	2142 Gold Court
Weststone Drive	31	2145 Gold Court
Weststone Drive	32	2141 Gold Court
Weststone Dr.	33	2127 Gold Court or
Berry Road		3773 Highland Park Dr.
Berry Road	34	3740 Highland Park Dr.
Berry Road	35	3756 Highland Park Dr.
Berry Road	36	3772 Highland Park Dr.
Berry Road	37	3788 Highland Park Dr.
Berry Road or	38	3802 Highland Park Dr.
Highland Park Dr.	39	3828 Highland Park Dr.
Highland Park Dr.	40	3854 Highland Park Dr.
Highland Park Dr.	41	3886 Highland Park Dr.
Highland Park Dr.		or 2139 Berry Road
Highland Park Dr.	42	2111 Berry Road
Highland Park Dr.	43	2095 Berry Road
Highland Park Dr.	44	2075 Berry Road
How Lake Drive	45	2057 Berry Road
How Lake Drive	46	2039 Berry Road
How Lake Dr. or	47	2023 Berry Road
Highland Park Dr.	48	2009 Berry Road
Highland Park Dr.	49	1997 Berry Road
Highland Park Dr.	50	1957 Berry Road
Highland Park Dr.	51	1893 Berry Road

DEDICATION CERTIFICATE

Highland Park Associates, LLC, an Indiana member of the attached described real estate, hereby dedicates and subdivides said real estate described on this plat in accordance with the plat and certificate.

The subdivision shall be known and designated as Brockton Manor Subdivision II, an addition to White River Township, Johnson County, Indiana. All streets, alleys and public open spaces heretofore dedicated are hereby dedicated to the public.

Setback lines are hereby established. The subdivision shall conform to the current R-3 zoning ordinance, as described in the Johnson County Zoning Ordinance.

No hedge or shrub planting which obstructs sight lines between 2 and 10 feet above roadways shall be placed on any corner lot within the triangular area between the street property line and a line connecting them at the intersection of the street lines, or in the unobstructed property corner, from the intersection of the street lines. The same sight line limitations shall apply to the intersection of a street with the edge of a driveway. No tree shall be planted or maintained within such distances of such intersections unless the clearance line is maintained at sufficient height to not obstruct such sight lines.

Drainage easements marked "Drainage Easement" as shown on this plat are reserved for the use of the Brockton Manor Subdivision II Homeowners Association for the installation and maintenance of sanitary sewer facilities. Within these easements, no structure, utility, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of sanitary sewer facilities or which may change the direction of flow of sanitary sewer lines in the easements. The area of each lot and all improvements thereon shall be maintained continuously by the owner of the lots. The responsibility for the maintenance of the storm drainage system for this subdivision shall be the responsibility of the Homeowners Association but shall not be the responsibility of the city or town.

assessment against the owners of all lots in this subdivision as provided in the Declaration and shall be secured by a lien against all lots in this subdivision. Sump pumps, gravity drains and other drains serving individual residences on lots shall outfall only into drainage swales included in the storm drainage system for the subdivision.

The strips of ground or areas indicated as "Sanitary Sewer Easement" are reserved for the use of the City of Greenwood Board of Public Works and Safety, its successors and assigns, to install, inspect, repair, replace and maintain Sanitary Sewer mains, poles, ducts, lines, wires, and facilities, subject at all times to the proper authorities and to the easement herein reserved; no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

The strips of ground or areas indicated as "Utility Easement" are reserved for the use of the Public Utilities to install, inspect, repair, replace and maintain water mains, poles, ducts, lines, wires and facilities, subject at all times to the proper authorities and to the easement herein reserved; no permanent or other structures are to be erected or maintained upon said strips or areas of land; owners of lots in this subdivision shall take title to their lots subject to said easement rights.

Drainage ditches along all roads and streets shall be preserved and kept unobstructed so long as the roadway is not curbed; each driveway over a drainage ditch shall be provided with a drainage structure with size, materials, length, location and grade approved by the Johnson County Highway Department. Any field tile or underground drain which is encountered in construction of any improvement within this subdivision shall be perpetuated, and all owners of lots in this subdivision and their successors shall comply with the Indiana Drainage Code of 1965 and all amendments thereto.

Where the Sanitary Drainage System can discharge into the sewer by gravity flow, the lowest floor elevation where a plumbing fixture or floor drain is installed must be a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection. Where part of the drainage system cannot be discharged to the sewer by gravity flow, this part of the system shall be discharged into a tightly covered and vented sump from which the contents shall be lifted and discharged into the building gravity drainage system a minimum of 12 inches above the top of the lowest downstream or upstream manhole casting nearest to the subject lateral connection.

The foregoing covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded. At which time said covenants and restrictions shall be automatically extended for successive ten (10) year periods. Unless by a majority vote of the then current owners of the lots, it is agreed to change such covenants and restrictions in whole or part.

Invalidations of any of the foregoing covenants and restrictions by judgement or court order shall in no way affect remaining portions not affected.

All lot owners who subsequently tap into or are connected with the sewer system provided for in this subdivision as described in this plat release their right to remonstrate against said sewer system annexation by the City of Greenwood pursuant to a certain contract dated MARCH 29, 1996 and recorded in the Johnson County Recorder's Office as Misc. Inst. No. 96006805.

This Subdivision is also subject to covenants and restrictions contained in the Declaration of Covenants and Restrictions of Brockton Manor Subdivision, recorded on the 13th day of June 1994, in Deed Book 67, Page 294, by Instrument No. 94013933 and Amendments thereto recorded as Miscellaneous Instrument Number 95022199, in the Office of the Recorder of Johnson County, Indiana.

The right to enforce these provisions by injunction together with the right to cause the removal by due process of law of any structure or part hereof erected or maintained in violation hereof, is hereby dedicated to the public and reserved to all several owners of the several lots in this subdivision and to their heirs and assigns.

THE JOHNSON COUNTY COMMISSIONERS DO NOT ENFORCE SUBDIVISION COVENANTS.

WITNESS MY HAND AND SEAL THIS 19TH DAY OF APRIL, 1996.


Highland Park Associates, LLC

against the owners of all lots in this subdivision as
is Declaration and shall be secured by a lien against
a subdivision. Sump pumps, gravity drains and other
individual residences on lots shall outfall only
swales included in the storm drainage system for the

ground or areas indicated as "Sanitary Sewer
is reserved for the use of the City of Greenwood Board
of Health and Safety, its successors and assigns, to
install, repair, replace and maintain Sanitary Sewer
ducts, lines, wires, and facilities, subject at all
times to the proper authorities and to the easement herein
reserved; no permanent or other structures are to be erected or
maintained upon said strips or areas of land; owners of lots in
this subdivision shall take title to their lots subject to said
rights.

ground or areas indicated as "Utility Easement" are
reserved for the use of the Public Utilities to install, inspect,
maintain and maintain water mains, poles, ducts, lines,
and facilities, subject at all times to the proper
authorities and to the easement herein reserved; no permanent or
other structures are to be erected or maintained upon said strips
or areas of land; owners of lots in this subdivision shall take
title to their lots subject to said easement rights.

drains along all roads and streets shall be preserved and
maintained so long as the roadway is not curbed; each
drainage ditch shall be provided with a drainage
ditch of size, materials, length, location and grade approved
by the Johnson County Highway Department. Any field tile or
drain which is encountered in construction of any
structure within this subdivision shall be perpetuated, and all
structures in this subdivision and their successors shall
comply with the Indiana Drainage Code of 1965 and all amendments

Sanitary Drainage System can discharge into the sewer by
the lowest floor elevation where a plumbing fixture
is installed must be a minimum of 12 inches above
the lowest downstream or upstream manhole casting
of the subject lateral connection. Where part of the
system cannot be discharged to the sewer by gravity flow,
the system shall be discharged into a tightly covered
sump from which the contents shall be lifted and
discharged into the building gravity drainage system a minimum of
12 inches above the top of the lowest downstream or upstream
manhole casting nearest to the subject lateral connection.

all covenants and restrictions are to run with the land
and shall be binding on all parties and persons claiming under them
for a period of twenty-five (25) years from the date these
covenants are recorded. At which time said covenants and
restrictions shall be automatically extended for successive ten
year periods. Unless by a majority vote of the then current
owners of the lots, it is agreed to change such covenants and
restrictions in whole or part.

None of any of the foregoing covenants and restrictions by
this Declaration or court order shall in no way affect remaining portions
of the land.

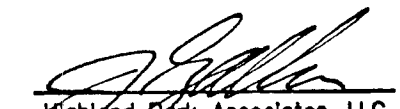
...and shall be connected with the
sanitary sewer system provided for in this Declaration and shall be installed
at the expense of the owner of the lot to which it is connected
by the City of Greenwood pursuant to a certain contract
dated 2/22/1990 and recorded in the Johnson County
Recorder's Office as Misc. Inst. No. 96008328

...this subdivision is also subject to covenants and restrictions
in the Declaration of Covenants and Restrictions of
Highland Park Associates, recorded on the 13th day of June
1996, Book 67, Page 294, by Instrument No. 94013933
and amendments thereto recorded as Miscellaneous Instrument
No. 96022199, in the Office of the Recorder of Johnson
County.

to enforce these provisions by injunction together with
costs to cause the removal by due process of law of any
structure or part hereof erected or maintained in violation hereof,
dedicated to the public and reserved to all several
owners of the several lots in this subdivision and to their heirs
and assigns.

JOHNSON COUNTY COMMISSIONERS DO NOT ENFORCE
THESE COVENANTS.

MY HAND AND SEAL THIS 19TH DAY OF
APRIL, 1996.


Highland Park Associates, LLC
J. Greg Allen, President

State of Indiana }
County of Johnson } SS

Before me, the undersigned Notary Public, in and for Johnson
County, Indiana, personally appeared J. Greg Allen, President of
Highland Park Associates, LLC, and acknowledged the execution of
the foregoing instrument as his voluntary act and deed, for the
purposes expressed herein.

WITNESS my hand and seal this 19TH day of APRIL, 1996.

Notary Public Melva J. Thornton
MELVA J. THORNTON
Residing in JOHNSON County
My commission expires 4-1-98



CERTIFICATE OF APPROVAL

After having given public notice of the time, place and nature of
hearing on the application for primary approval of this subdivision
by publication in THE DAILY JOURNAL, more than ten days before the
date of hearing, under authority provided by Chapter 138, Acts of
1957, enacted by the Indiana General Assembly, and all acts
supplemental and amendatory thereto, this plat was given primary
approval by a majority of the members of the Johnson County Plan
Commission at a meeting held on the 23rd day of January, 1995.

This Plat is recommended for approval by the Johnson County Plan
Commission.

Date: 4-22-96
Ronald Eastburn Ronald Eastburn, Chairman
Jeffrey A. Collins Jeffrey A. Collins, Planning Director
Rick Chase Rick Chase, Secretary

Be it resolved by the Board of County Commissioners, Johnson County,
Indiana, that the dedications shown on this Plat are hereby approved
and accepted and improvements not completed are covered by a
performance bond or letter of credit in an amount to complete the
improvements for approval and acceptance this 22nd day of
April, 1996.

A.T. Chappel A.T. Chappel, Chairman
Maurice McCarty Maurice McCarty, Member
Joseph E. DeHart Joseph DeHart, Member

Approved by the Johnson County Drainage Board at a meeting held on
the 13th day of February, 1995.

ENTERED FOR TAXATION this 22nd day of April, 1996

Deborah A. Shutta
Deborah A. Shutta, County Auditor

No. 96008328 RECEIVED FOR RECORD this
22nd day of April, 1996 at 2:32 P.M.

and Recorded in Plat Book "C", Pages 761 A-B

Jean Harmon
Jean Harmon, County Recorder

Marla A. Hash
Marla A. Hash

Be it resolved by the Board of Public Works and Safety, City of Greenwood, Johnson County, Indiana,

that the dedications shown on this Plat are hereby approved and accepted this 29 TH day of MARCH, 1996.

Charles E. Henderson
Charles Henderson - Mayor

Kevin Hoover
Kevin Hoover - Member

Warren Beville
Warren Beville - Member

Genevieve Worsham
ATTEST: Genevieve Worsham - Clerk Treasurer

Notary Public, in and for Johnson County, appeared J. Greg Allen, President of the Board of Public Works and Safety, and acknowledged the execution of the foregoing as a voluntary act and deed, for the

on this 19 TH day of APRIL, 1996.

Shornton
Horton
County
1-98



STATE OF APPROVAL

At the time, place and nature of the primary approval of this subdivision as shown on the plat recorded in the Public Record Journal, more than ten days before the date of the recording of this plat as provided by Chapter 138, Acts of the General Assembly, and all acts thereto, this plat was given primary approval by the members of the Johnson County Board of Public Works and Safety on the 23rd day of January, 1995.

Approval by the Johnson County Board of Public Works and Safety

Jeffrey A. Colvin
Jeffrey A. Colvin, Planning Director
Rick Chase
Rick Chase, Secretary

The dedications shown on this Plat are hereby approved and accepted by the Board of Public Works and Safety of Johnson County, Indiana, on this 22 TH day of APRIL, 1996.

Maurice McCarty
Maurice McCarty, Member

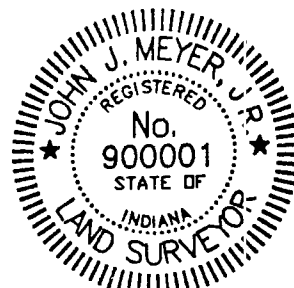
At a meeting of the Johnson County Drainage Board at a meeting held on the 22nd day of April, 1996.

Subject to all legal rights-of-way, easements and restrictions of record.

I, John J. Meyer, Jr., hereby certify that I am a Registered Professional Land Surveyor, licensed in the State of Indiana; that this Plat correctly represents a survey completed by me on the 16th day of November 1995; that all monuments shown hereon actually exist or will exist as indicated, and that their location, size, type and material are accurately shown; and that the computed error of closure of the Boundary Survey is not more than one foot in ten thousand feet; and that this Plat complies with provisions of the Subdivision Ordinance.

Certified this 13 TH day of APRIL, 1996.

John J. Meyer Jr.
John J. Meyer, Jr.
Registered Land Surveyor
No. 900001



PREPARED BY:

KOE ENGINEERING & SURVEYING, INC.

70 EAST MAIN STREET
GREENWOOD, IN. 46143
PH: (317) 881-1337

SHEET
2
OF 2

FOR RECORD this

at 2:32 P.M.

County Recorder

14.00

RECEIVED FOR RECORD
JOHNSON COUNTY RECORDER
JEAN HARMON

95022199

95022199

85 NOV 29 PM 12: 09

FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BROCKTON MANOR SUBDIVISION

The undersigned Declarant, pursuant to Article XVI, Section 2(e) of the Declaration of Covenants and Restrictions of Brockton Manor Subdivision, recorded in the Office of the recorder of Johnson County, Indiana as Instrument No. 94013933 in Book 67, Page 294 ("Declaration") hereby amends the Declaration to subject additional property to be known as Brockton Manor Section II to the covenants and restrictions set forth therein by substituting Exhibit A attached hereto and incorporated by reference as the legal description of the Real Estate, as defined in the Declaration.

Except as amended herein, the Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this First Amendment to Declaration of Covenants and Restrictions of Brockton Manor Subdivision has been executed this 27th day of November, 1995.

Brockton Manor Development Corp.

By: J. Greg Allen, President
J Greg Allen, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared J. Greg Allen, President of Brockton Manor Development Corp., who acknowledged the execution of the above and foregoing instrument on behalf of said corporation, as his voluntary act and deed for the purposes and uses therein set forth.

WITNESS my hand and Notarial Seal this 27th day of NOVEMBER, 1995.

My Commission Expires:
4-1-98

Walter P. Johnston
Notary Public
Resident of JOHNSON County

This instrument was prepared by: Sally Bracley Peacock
HENDERSON, DAILY, WITHROW & DEVOE
2600 One Indiana Square
Indianapolis, Indiana 46204



EXHIBIT A

Legal Description for
Brockton Manor Subdivision

BROCKTON MANOR SECTION I

A part of the Northeast Quarter of Section 10 and part of the West Half of the Northwest Quarter of Section 11, both in Township 13 North, Range 3 East of the Second Principal Meridian in White River Township, Johnson County, Indiana, more particularly described as follows:

Commencing at a steel disc found in place and marking the Northwest corner of said Section 11; thence South 00 degrees 18 minutes 00 seconds East (bearing assumed), a distance of 338.00 feet to the POINT OF BEGINNING of this described tract, said point also being located in the intersection of County Road 800 North (Olive Branch Road) and County Road 400 West (Berry Road), the next four (4) courses being on and along the approximate centerline of said Olive Branch Road; (1) thence North 78 degrees 28 minutes 00 seconds East a distance of 88.45 feet; (2) thence North 63 degrees 22 minutes 00 seconds East a distance of 328.00 feet; (3) thence North 82 degrees 58 minutes 00 seconds East a distance of 105.35 feet; (4) thence South 80 degrees 24 minutes 00 seconds East a distance of 317.73 feet; thence South 03 degrees 23 minutes 50 seconds West a distance of 350.72 feet to an iron pin found in place; thence South 60 degrees 52 minutes 44 seconds East a distance of 172.67 feet to an iron pin found in place; thence South 00 degrees 17 minutes 00 seconds East a distance of 760.46 feet to an iron pin found in place; thence South 87 degrees 55 minutes 05 seconds West a distance of 889.71 feet to a point on the East line of Hunter's Pointe Subdivision, Section 3, as per plat thereof recorded in Plat Book "C", Pages 93 and 94 in the Office of the Recorder of Johnson County, Indiana; thence North 00 degrees 17 minutes 11 second West on and along said East line a distance of 137.12 feet to a point on the South line of the Northeast Quarter of the Northeast Quarter of said Section 10; thence South 89 degrees 41 minutes 45 seconds West on and along said South line a distance of 697.01 feet to a point on the East line of said Hunter's Pointe Subdivision, Section 3; thence North 00 degrees 04 minutes 01 second West on and along said East line and along the East line of Hunter's Pointe Subdivision, Section 1, as per plat thereof, recorded in Plat Book 9, Page 42, a distance of 1,184.79 feet to the Northeast corner of said Hunter's Pointe, Section 1, said point also being on the approximate centerline of said Olive Branch Road, the next four courses being on and along said approximate centerline; (1) thence South 70 degrees 04 minutes 58 seconds East a distance of 373.08 feet; (2) thence South 70 degrees 04 minutes 50 seconds East a distance of 97.00 feet; (3) thence South 78 degrees 03 minutes 50 seconds East a distance of 100.00 feet; (4) thence North 88 degrees 41 minutes 32 seconds East a distance of 150.00 feet to the POINT OF BEGINNING, containing 40.885 acres, more or less.

ALSO:

BROCKTON MANOR SECTION II

A part of the Northwest Quarter of Section 11, Township 13 North, Range 3 East of the Second Principal Meridian, Johnson County, Indiana, more particularly described as follows:

BEGINNING at the Southwest corner of said Northwest Quarter Section, said point also being the Northwest corner of Willow Lakes Subdivision, Section 2 as per plat thereof, recorded in Plat Book "C", Pages 203 and 204 in the Office of the Recorder of Johnson County, Indiana, said point also being the Southeast corner of Hunter's Pointe Subdivision, Section 4 as per plat thereof recorded in Plat Book "C", Pages 95 and 96; thence North 00 degrees 17 minutes 11 seconds West on and along the West line of said Northwest Quarter Section, and along the East line of said Hunter's Pointe, Section 4 a distance of 1203.98 feet to a point on the East property line of Lot number 34 in Hunter's Pointe Subdivision, Section 3 as per plat thereof, recorded in Plat Book "C", Pages 93 and 94, said point also being the Southwest corner of Lot number 42 in Brockton Manor Subdivision, as per plat thereof recorded in Plat Book "C", Pages 628A through 628D; thence North 87 degrees 55 minutes 05 seconds East on and along the South line of said Brockton Manor Subdivision a distance of 592.61 feet; thence South 08 degrees 49 minutes 27 seconds West a distance of 138.53 feet; thence South 37 degrees 24 minutes 17 seconds East a distance of 487.93 feet; thence North 80 degrees 46 minutes 45 seconds East a distance of 394.88 feet; thence South 24 degrees 55 minutes 58 seconds East a distance of 106.42 feet; thence South 00 degrees 17 minutes 11 seconds East a distance of 135.00 feet; thence South 01 degrees 05 minutes 34 seconds East a distance of 50.00 feet; thence South 00 degrees 17 minutes 11 seconds East a distance of 436.95 feet to a point on the South line of said Northwest Quarter Section, said point also being on the North line of said Willow Lakes Subdivision, Section 2; thence South 87 degrees 58 minutes 47 seconds West on and along the South line of said Northwest Quarter Section and along the North line of said Willow Lakes, Section 2 a distance of 1300.60 feet to the Point of Beginning, containing 28.598 acres, more or less.

10.

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BROCKTON MANOR SUBDIVISION

The undersigned Declarant, pursuant to Article XVI, Section 2(h) of the Declaration of Covenants and Restrictions of Brockton Manor Subdivision, recorded in the Office of the recorder of Johnson County, Indiana as Instrument No. 94013933 in Book 67, Page 294 as amended by a First Amendment to Declaration of Covenants and Restrictions of Brockton Manor Subdivision, recorded on November 29, 1995, in the Office of the Recorder of Johnson County, Indiana as Instrument No. 95022199 ("Declaration") hereby amends the Declaration by adding the following provision to Article X thereof:

Section 42. Minimum Building Size. All ranch (one-story) Dwelling Units shall have a minimum size of 1,700 square feet and all two-story Dwelling Units shall have a minimum size of 2,200 square feet.

Except as amended herein, the Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Declaration of Covenants and Restrictions of Brockton Manor Subdivision has been executed this 16 day of April, 1996.

96008885

RECEIVED FOR RECORD
JOHNSON COUNTY RECORDER
JEAN HARTSON

Brockton Manor Development Corp.
By: J. Greg Allen
Greg Allen, President

STATE OF INDIANA)
COUNTY OF JOHNSON) SS:

Before me, a Notary Public in and for said County and State, personally appeared J. Greg Allen, President of Brockton Manor Development Corp., who acknowledged the execution of the above and foregoing instrument on behalf of said corporation, as his voluntary act and deed for the purposes and uses therein set forth.

WITNESS my hand and Notarial Seal this 16th day of APRIL, 1996.

My Commission Expires:

4-1-98

Walter J. Henderson
Notary Public
Resident of JOHNSON County

This instrument was prepared by: Sally Bradley Peacock
HENDERSON, DAILY, WITHROW & DEVOR
2600 One Indiana Square
Indianapolis, Indiana 46204

27024

April 29 1997

10.
SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS OF
BROCKTON MANOR SUBDIVISION

The undersigned Declarant, pursuant to Article XVI, Section 2(h) of the Declaration of Covenants and Restrictions of Brockton Manor Subdivision, recorded in the Office of the recorder of Johnson County, Indiana as Instrument No. 94013933 in Book 67, Page 294 as amended by a First Amendment to Declaration of Covenants and Restrictions of Brockton Manor Subdivision, recorded on November 29, 1995, in the Office of the Recorder of Johnson County, Indiana as Instrument No. 95022199 ("Declaration") hereby amends the Declaration by adding the following provision to Article X thereof:

Section 42. Minimum Building Size. All ranch (one-story) Dwelling Units shall have a minimum size of 1,700 square feet and all two-story Dwelling Units shall have a minimum size of 2,200 square feet.

Except as amended herein, the Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, this Second Amendment to Declaration of Covenants and Restrictions of Brockton Manor Subdivision has been executed this 16 day of April, 1996.

RECORDED FOR THE RECORD
JOHNSON COUNTY, INDIANA
APR 16 1996
95 AM 10:16

96008885

By: J. Greg Allen
J. Greg Allen, President

STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared J. Greg Allen, President of Brockton Manor Development Corp., who acknowledged the execution of the above and foregoing instrument on behalf of said corporation, as his voluntary act and deed for the purposes and uses therein set forth.

WITNESS my hand and Notarial Seal this 16th day of APRIL, 1996.

My Commission Expires:
4-1-98

M. J. Henderson
Notary Public
Resident of JOHNSON County

This instrument was prepared by: Sally Bradley Peacock
HENDERSON, DAILY, WITHROW & DEVOE
2600 One Indiana Square
Indianapolis, Indiana 46204

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