

9420

DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION, made this 13th day of November, 1973, by RALPH L. WILFONG, Owner, (hereinafter sometimes referred to as "Declarant" or "Developer"),

WITNESSETH THAT

WHEREAS, The Declarant is desirous of developing a residential community which will encompass the property described in Article II of this Declaration and desires to create on said property recreation facilities and other common facilities for the benefit of the community; and,

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of said community and for the operation and maintenance of said facilities, and to this end desires to subject the real estate described in Article II, together with such other additions as may hereafter be made thereto, to the covenants, restrictions, conditions and charges (hereinafter referred to as "covenants and restrictions") hereinafter set forth; and,

WHEREAS, Declarant has deemed it desirable for the effective preservation of values and amenities in said community to create an agency to which should be delegated and assigned the power and authority of maintaining and administering the facilities and enforcing the covenants and restrictions and collecting the assessments and charges hereinafter created; and,

This Instrument Recorded Nov. 14, 1973
JOHN M. HEDGES, RECORDER HAMILTON COUNTY, IND.

WHEREAS, there has been, or will be, incorporated under the laws of the State of Indiana as a not-for-profit corporation, Village Farms, Inc., for the purpose of exercising and carrying out said functions.

NOW, THEREFORE, Ralph L. Wilfong hereby declares that the platted lots and land located within The Village Farms, Section One, as more fully set out in Article II, Section 1, of these Declarations and all platted lots and lands that may be made additions to the Development as set out in Article II, Section 2, of these Declarations shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved, subject to the following covenants and restrictions, all of which are declared and agreed to be in furtherance of a plan for the improvement and sale of lots and lands in the Development and are established and agreed upon for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development as a whole and of each of said lots situated therein. All of the restrictions shall run with the land and shall be binding upon the Developer and the parties having or acquiring any right, title or interest, legal or equitable, in and to the real property and any part or parts thereof subject to such covenants and restrictions and shall inure to the benefit of the Developer and everyone of Developer's successors in title to any of the real estate in the Development. The Developer specifically reserves unto himself the right and privilege, prior to the recording of the plat of a particular lot or tract within the Development to exclude any real estate as shown from the Declaration or to include additional real estate.

ARTICLE I

100

BOOK PAGE 405

Definitions

The following words, when used in this Declaration or any Supplemental Declaration, (unless the context shall prohibit) shall have the following meanings:

- (a) "VILLAGE" shall mean and refer to VILLAGE FARMS, INC.
- (b) "DEVELOPMENT" shall mean and refer to all such properties and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions hereof.
- (c) "VILLAGE PROPERTIES" shall mean and refer to all such properties and additions there-to conveyed to and owned by Village.
- (d) "VILLAGE OF MOUNT CARMEL" shall mean and refer to the existing residential lands platted as Village of Mount Carmel, Sections 1, 2, 3, 4, and 5, as recorded in the Office of the Recorder of Hamilton County, Indiana.

ARTICLE II

Property Subject to this Declaration and Provisions for Additions Thereto

Section 1. Development. Declarant is the owner or has an interest in and is in the process of developing approximately 1,200 acres in The Village Farms community, consisting of residential, recreational and commercial lands, and to that end has platted, or is platting, Section One of The Village Farms, the legal description of which is attached and marked "Exhibit A" and made a part of this Declaration, subject to the covenants and restrictions of this Declaration.

Section 2. Additions to the Development. Additional property may become subject to this Declaration in the following manner:

- (a) By Developer: Additional properties may be added to the Development and subject to the covenants and restrictions: (i) upon the filing and recording of a plat of The Village Farms, which plat

shall incorporate this Declaration of Covenants and Restrictions by reference; (ii) upon the filing and recording of a Supplementary Declaration of Covenants and Restrictions by Declarant or his successors or assigns. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with this section. In addition, such Supplemental Declaration may contain such complementary additions and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke the covenants established by this Declaration within the Development.

(b) By Owners of Lots in the Village of Mount Carmel, Sections 1 through 5. The owner of any lot in the platted additions known as the Village of Mount Carmel, Sections 1, 2, 3, 4 and 5, as recorded in the Officer of the Recorder of Hamilton County, Plat Book 2, 2, 2, 3, 4, Pages 86, 114, 227, 33-36, 82-83, respectively, may subject their lot in said additions to this Declaration of Covenants and Restrictions and to the jurisdiction of Village by filing and recording a Supplemental Declaration of Covenants and Restrictions, together with a descriptions of owners' lots in said platted subdivision. A Supplemental Declaration incorporating by reference the provisions of this Declaration shall be sufficient to conform with the requirements of this section. In addition, such Declaration may contain such complimentary additions not contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplemental Declaration revoke the covenants established by this Declaration within the Development.

(c) By Others. Upon approval in writing of Village pursuant to the vote of its members as provided in its Bylaws, and only upon such approval, the owner of any property who is desirous of adding it to the jurisdiction of Village may file and record a Supplemental Declaration of Covenants and Restrictions which shall extend the scheme of covenants and restrictions

of this Declaration to such property. Such Supplementary Declaration of Covenants and Restrictions may contain such complementary additions and modifications of such covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke the covenants contemplated by this Declaration within the Development.

ARTICLE III

Character of the Development

Section 1. In General. Every numbered lot in the Development, unless it is otherwise designated by the Developer, is a residential lot and shall be used exclusively for single family residential purposes. No structure shall be erected, placed or permitted to remain upon any of said residential lots, except a single family dwelling house and such outbuildings as are usually accessory to a single family dwelling house. All tracts of land located within the Development which have not been designated by numbering as residential building lots in the recorded plats may be subject to other land use, including commercial, provided the same is consistent with the development of a planned community. The Developer reserves unto himself the right to change the character of the designated commercial or other land use at any time in the future, and, where necessary, to apply to the necessary governmental body for such reclassification, rezoning or variance of use as needed to accommodate the Developer's planned use.

Section 2. Residential Use of Accessory Outbuildings Prohibited. No accessory outbuildings shall be erected on any of the residential lots prior to the erection thereon of a single family dwelling house, and in no event shall any such accessory outbuilding or any temporary structure which may be constructed upon a residential lot under these restrictions ever be used as a residence or dwelling house or place for human occupancy or habitation.

Section 3. Occupancy or Residential Use of Partially Completed Dwelling House Prohibited. No dwelling house constructed on any of the residential lots shall be occupied or used for residential purposes or human habitation until it shall have been substantially completed. The determination of whether the house shall have been substantially completed shall

be made by the Developer and such decision shall be binding upon all parties.

ARTICLE IV

Restrictions Re Construction Improvement and Maintenance

Section 1. Minimum Living Space Areas. The minimum square footage of living space of dwellings constructed on various residential lots in the Development, exclusive of porches, terraces, garages, carports, accessory buildings, or basements shall be designated on the recorded plats of the sections within the Development.

Section 2. Residential Setback Requirements.

(a) Front Yards. The front building setback lines shall be all as set forth upon the plats of the Development.

(b) Cul De Sacs. If the particular lot abuts on a cul de sac, the front building setback line shall be as shown on the plat of that lot.

Section 3. Diligence in Construction. Every building whose construction or placement on any residential lot in the Development is begun shall be completed within twelve (12) months after the beginning of such construction or placement. No improvement which has partially or totally been destroyed by fire or otherwise, shall be allowed to remain in such state for more than three (3) months from the time of such destruction or damage.

Section 4. Time in Which to Build Structures. The time or times within which the owners of the residential lots within the Development must construct and complete, ready for habitation, houses on their lots after their purchase of the lot will be designated on the recorded plats of the section within the Development, or if no such designation is made, then within one year after purchase. If a house is not completed upon a lot within the prescribed time, the Developer shall have the right and option to repurchase for a price, in cash, equal to the owner's cost basis in the lot and the fair market value of such improvements, but not to exceed the owner's direct cost of such improvement.

Section 5. Prohibition of Used Structures. All structures constructed or placed on any numbered lot in the Development shall be constructed with substantially all new materials, and no used structures shall be relocated or placed on any such lot.

Section 6. Maintenance of Lots and Improvements. The owner of any lot in the Development shall at all times maintain the lot and any improvements situated thereon in such a manner as to prevent the lot or improvements from becoming unsightly; and, specifically, such owner shall:

- (a) Mow the lot at such times as may be reasonably required in order to prevent the unsightly growth of vegetation and noxious weeds.
- (b) Remove all debris or rubbish.
- (c) Prevent the existence of any other condition that reasonably tends to detract from or diminish the aesthetic appearance of the Development.
- (d) Cut down and remove dead trees.
- (e) Where applicable, prevent debris or foreign material from entering the Lake, or, when any such debris has entered the Lake from the lot, remove the same immediately.
- (f) Keep the exterior of all improvements in such a state of repair or maintenance as to avoid their becoming unsightly.

Section 7. Developer's Right to Perform Certain Maintenance. In the event that the owner of any lot in the Development shall fail to maintain his lot and any improvements situated thereon in accordance with the provisions of these restrictions, the Developer shall have the right, but not the obligation, by and through his agents and employees or contractors, to enter upon said lot and repair, mow, clean or perform such other acts as may be reasonably necessary to make such lot and improvements situated thereon, if any, conform to the requirements of these restrictions. The cost therefor to Developer shall be collected in any reasonable manner from the owner. Neither the Developer nor any of its agents, employees, or contractors shall be liable for any damage which may result from any maintenance work performed hereunder.

ARTICLE V

General Prohibitions

Section 1. In General. No noxious or offensive activities shall be carried on on any lot in the Development

nor shall anything be done on any of said lots that shall become or be an unreasonable annoyance or nuisance to any owner of another lot in the Development.

Section 2. Signs. No signs or advertisements shall be displayed or placed on any lot or structures in the Development without the prior written approval of the Developer.

Section 3. Animals. No animals shall be kept or maintained on any lot in the Development, except the usual household pets, and, in such case, such household pets shall be kept reasonably confined so as not to become a nuisance.

Section 4. Vehicle Parking. No campers, trailers boats or similar vehicles shall be parked on any street in the Development. No truck shall be parked for overnight or longer storage on any lot in the Development, unless the same shall be parked in such a manner that it is not visible to the occupants of other lots in the Development or the users of any street in the Development.

Section 5. Garbage, Trash and Other Refuse. No owner of a lot in the Development shall burn or permit the burning out of doors of garbage or other refuse, nor shall any such owner accumulate or permit the accumulation out of doors of such refuse on his lot except as may be permitted in Section 6 below.

Section 6. Fuel Storage Tanks and Trash Receptacles. Every tank for the storage of fuel that is installed outside any building in the Development shall be buried below the surface of the ground. Every outdoor receptacle for ashes, trash, rubbish or garbage shall be installed underground or shall be so placed and kept as not to be visible from any street within the Development at anytime, except at the times when refuse collections are being made.

Section 7. Model Homes. No owner of any lot in the Development shall build or permit the building upon said lot of any dwelling house that is to be used as a model home or exhibit house without permission to do so from the Developer.

Section 8. Trail Easements. The owner of any lot abutting a trail easement agrees to maintain a hedgerow or other screen in the manner and subject to the approval of the Developer, except to the extent the same are maintained by Village.

ARTICLE VI

Village Farms, Inc.

Section 1. Organization. In order to facilitate the management of the Development, Developer has caused to be organized an Indiana not-for-profit corporation, known as Village

Farms, Inc.

BOOK _____ PAGE 411

Section 2. Common Properties. Declarant may from time to time at Declarant's option convey the Common Properties or any part thereof to Village, and upon such conveyance all obligations of Declarant with respect to the Common Properties or any part thereof thus conveyed shall cease and terminate and Village shall assume the obligations and the management and operation of the same. The conveyance of the Common Properties by Declarant shall be made by quitclaim deed.

Section 3. Management. The corporation, together with the Developer, shall assume the management and operation of the Common Properties until such time as the Common Properties are conveyed to it, at which time the corporation shall assume the exclusive management and operation of the properties so conveyed.

Section 4. Membership. Membership in Corporation shall be restricted to persons, corporations, partnerships or other legal entities (hereinafter referred to as "Persons"), who are owners (legal or equitable) of numbered residential lots or unplatted land as are made subject to the Declaration of Covenants and Restrictions or any Supplemental Declaration under the provisions thereof in the Development or the Village of Mount Carmel.

Section 5. Voting Rights. Village shall have two (2) classes of voting members:

(a) Class A members who shall be entitled to one (1) vote for each numbered residential lot.

(b) Class B members shall be the Developer, or any person who shall hereafter succeed to the Developer's business and properties substantially as a whole. Class B members shall be entitled to four (4) votes for each numbered residential lot and four (4) votes for each one-half (1/2) acre of unplatted land, subject to this Declaration of Covenants and Restrictions.

Section 6. Creation of the Lien and Personal Obligation of Assessments. Class A members, except the builder-owner until the improvements are completed, hereby covenant for each lot owned by him within the Development, and each purchaser of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay Village: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The ann-

ual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of the collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The Declarant and Class B members shall not be subject to assessment.

Section 7. Purpose of Assessments. The assessment levied by Village shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the members, and in particular, for the improvement and maintenance of the facilities devoted to this purpose.

Section 8. Annual Assessments. The assessment year shall begin May 1st and end April 30th. The annual assessment for the assessment year commencing May 1, 1974, shall be \$120.00 per lot; for the assessment year commencing May 1, 1975, \$156.00 per lot; and for the assessment year commencing May 1, 1976, the annual assessment shall be \$192.00 per lot. Thereafter, the annual assessment may be increased or decreased only by a vote of the members. For any person becoming a member during an assessment year, the annual assessment for such year shall be prorated on a monthly basis to the month immediately following the month of membership.

Section 9. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 8 hereof, Village may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Village Properties, including the necessary fixtures and personal property related thereto; provided that, any such assessment shall have the assent of two-thirds of Class A and B members, voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be given to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 10. Duties of the Board of Directors. The Board of Directors of Village shall prepare a roster of the properties and assessments applicable thereto and shall be kept in the office of Village and open to inspection by any member.

Written notice of the assessment shall thereupon be sent out to every owner subject thereto.

Village shall, upon demand at any time, furnish to any owner liable for said assessment a certificate in writing signed by an officer of Village, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 11. Effect of Nonpayment of Assessments; the Personal Obligation of the Owner; the Lien Remedies of Village. If the assessments are not paid on the date or dates when due, then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the property, which shall bind such property in the hands of the then owner, his heirs, devisees, successors and assigns.

If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date of delinquency at the rate of eight percent (8%) per annum, and Village may bring an action at law against the owner personally obligated to pay the same, or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action; and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court together with the costs of the action.

Section 12. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale of such property pursuant to a decree of foreclosure of any such mortgage. Such sale shall not relieve such property from liability for any assessments thereafter becoming due nor from the lien of any subsequent assessment.

Section 13. "Junior Lien" Provisions. If any premises subject to the lien hereof shall become subject to the lien of a mortgage or deed of trust, (1) the foreclosure of the lien hereof shall not operate to affect or impair the lien of the mortgage or deed of trust; and (2) the foreclosure of the lien of the mortgage or deed of trust or the acceptance of a deed in lieu of foreclosure by the mortgagee shall not operate to affect or impair the lien hereof, but said charges as shall have accrued up to the date of foreclosure or the acceptance of a deed in lieu of foreclosure shall be subordinate to the lien of the mortgage or deed of trust with the foreclosure pur-

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

140

BOOK _____ PAGE 415

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Declaration of Covenants and Restrictions.

Witness my hand and Notarial Seal this 13th day of November, 1973.

Margaret S. House
Margaret S. House, Notary Public

My Commission Expires:

December 22, 1974

This Instrument Recorded Nov. 14, 1973
JUNE M. HEDGES, RECORDER HAMILTON COUNTY, IND.

RECEIVED FOR RECORD
AT 10:30 O'CLOCK A M

NOV 14 1973

BOOK _____ PAGE _____
June M. Hedges
RECORDER HAMILTON COUNTY, INDIANA

For Supp. Decl. of Cov. & Rest.
See Bk. 162 Page 296
Recorded 9-11-80

For Supplementary Declaration
of Covenants & Restrictions
See Bk. 151 Pg. 540
Recorded 2-15-85

For Supplementary Declaration of Covenants & Restrictions
See 9108167 Rec. 4-12-91

3157

AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS BOOK 142 PAGE 188

The undersigned, being all the owners of real property subject to a certain Declaration of Covenants and Restrictions recorded November 14, 1973, concerning approximately 1,200 acres in The Village Farms community, desire to amend such Declarations of Covenants and Restrictions as follows:

Article VI Section 8, Annual Assessments is hereby amended by deleting Section 8 and restating the same as follows:

"The assessment year shall begin May 1st and end April 30th. The annual assessment for the assessment year commencing May 1, 1974, shall be \$120.00 per lot; for the assessment year commencing May 1, 1975, \$156.00 per lot; and for the assessment year commencing May 1, 1976, the annual assessment shall be \$192.00 per lot. Thereafter, the annual assessment may be increased or decreased by the board of directors of Village Farms, Inc."

The Declarations of Covenants and Restrictions is in all other respects approved and shall remain in full force and effect.

This document referred
to in Document No.
9108167
7.7.98

This Instrument Recorded April 22, 1974
JUNE M. HEDGES, RECORDER HAMILTON COUNTY, IN.

RECEIVED FOR RECORD
AT 3:00 O'CLOCK P. M.

APR 22 1974

BOOK _____ PAGE _____
June M. Hedges
RECORDER HAMILTON COUNTY, INDIANA

SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS

BOOK 162 PAGE 296

14027

The Declarant, as owner of Lots 207 to 245 inclusive and Lots 300 to 311 inclusive of The Village Farms, Fourth Section, which section was recorded May 28, 1980, Book 8, Pages 83-87, in the Office of the Recorder of Hamilton County; does hereby declare that said lots in the Fourth Section described above in The Village Farms, is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions by Declarant dated the 13th day of November, 1973, and recorded the 14th day of November, 1973, as Instrument Number 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 3157, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

DATED this 4th day of September, 1980.

Ralph L. Wilfong
RALPH L. WILFONG, OWNER

STATE OF INDIANA)
) SS: This Instrument recorded Sept. 11 1980
COUNTY OF HAMILTON) MARY L. CLARK, RECORDER, HAMILTON COUNTY, IND.

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 4th day of September, 1980.

Patricia E. Neff
(Signature) Patricia E. Neff, Notary Public
Resident of Marion County, Indiana
(Printed) NOTARY PUBLIC



My Commission Expires:

July 31, 1984

This instrument prepared by Willis K. Kunz, Attorney at Law.

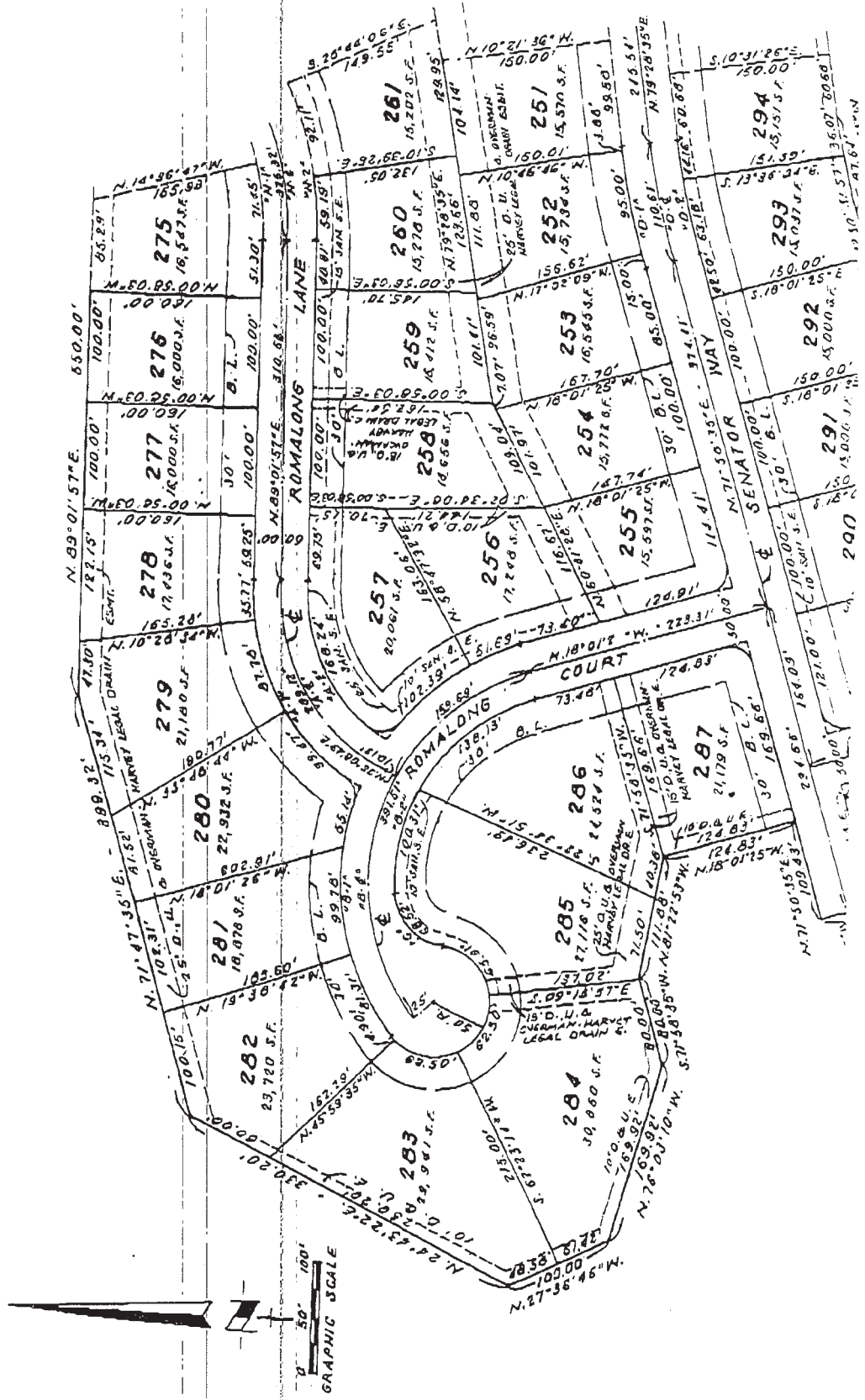
RECEIVED FOR RECORD
SEP 11 9 47 PM '80
MARION COUNTY, IND.

THE VILLAGE FARMS FOURTH SECTION

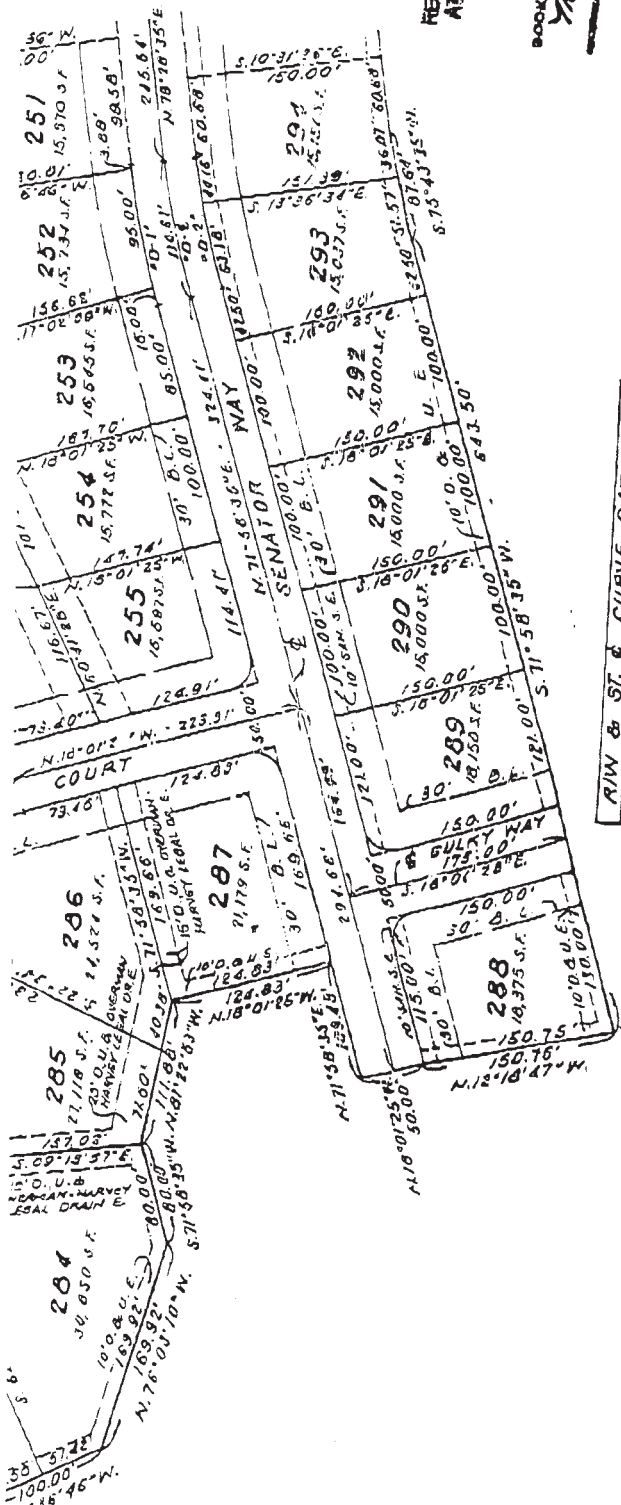
I, the undersigned, being a duly Registered Land Surveyor in the State of Indiana, hereby certify that the within plac
represents a subdivision of Part of Section 14, Township 18 North, Range 3 East in Washington Township, Hamilton County,
Indiana, described as follows:

Commencing at the Southeast corner of the Northeast Quarter of Section 14, Township 18 North, Range 3 East in Washington Township, Hamilton County,
North 00 degrees 07 minutes 03 seconds West (assumed bearing) on the East line of said Northeast Quarter 1317.77 feet to
the Northeast corner of the South Half of said Northeast Quarter; thence South 89 degrees 15 minutes 33 seconds West on
the North line of the South Half of said Northeast Quarter 2,657.85 feet to the West line of said Northeast Quarter;
thence South 00 degrees 13 minutes 13 seconds East on said West line 573.18 feet to a point 742.50 feet North of the
Southwest corner of said Northeast Quarter and the place of beginning of the subdivision herein described; thence South 00
degrees 13 minutes 26 seconds East on said West line 573.18 feet to a point 742.50 feet North of the
Southwest corner of said Northeast Quarter, as per plat thereof, recorded in plat book 6, pages 7-9, in the Office of the Recorder of Hamilton
County, Indiana; (the following eight courses and distances being on and along the Southerly boundary of said Village Farms;
1) thence South 72 degrees 46 minutes 11 seconds East 180.60 feet; 2) thence South 60 degrees 45 minutes 37 seconds
East 86.88 feet; 3) thence South 65 degrees 07 minutes 43 seconds East 189.59 feet; 4) thence South 78 degrees 45 minutes 37 seconds
East 144.91 feet; 5) thence South 68 degrees 11 minutes 19 seconds East 143.50 feet; 6) thence South 45 degrees
31 seconds East 358.82 feet to the Southeast corner of Lot #179 in said Village Farms; 7) thence North 09
degrees 07 minutes 03 seconds East on said right-of-way line 80.00 feet; thence South 09 degrees 52 minutes 57 seconds
West 354.90 feet to the point of curvature of a curve to the left, the radius point of which bears South 80 degrees 07
minutes 03 seconds East 10,787.48 feet from said point; thence Southerly on said curve to the left 81.77 feet to a point
10,787.48 feet North 80 degrees 31 minutes 07 seconds West from said radius point; thence South 80 degrees 07
seconds East 110.00 feet to the edge of water of a lake; (the following 14 courses and distances are chord bearings and
lengths along the approximate edge of water and are for computation purposes only - actual boundary follows the
meanderings of said water's edge; 1) thence South 12 degrees 28 minutes 16 seconds East 134.46 feet; 2) thence South 06
degrees 51 minutes 50 seconds West 115.11 feet; 3) thence South 16 degrees 12 minutes 24 seconds East 127.48 feet; 4)
thence South 77 degrees 53 minutes 48 seconds East 47.04 feet; 5) thence South 16 degrees 12 minutes 24 seconds East 134.46 feet; 6) thence South 06
degrees 51 minutes 50 seconds West 170.19 feet; 10) thence South 23 degrees 16 minutes 16 seconds East 187.77 feet; 7) thence South 06
degrees 48 seconds West 92.28 feet; 8) thence South 23 degrees 16 minutes 16 seconds East 187.77 feet; 9) thence South 17 degrees 01 minutes 58
minutes 59 minutes 05 seconds West 53.85 feet; 12) thence South 21 degrees 27 minutes 15 seconds West 135.53 feet; 11) thence South
thence South 40 degrees 19 minutes 14 seconds West 132.47 feet; 14) thence South 16 degrees 12 minutes 24 seconds West 116.47 feet; 13)
100.00 feet; thence North 54 degrees 00 minutes 00 seconds West 150.00 feet; thence South 36 degrees 00 minutes 00 seconds
West 19.79 feet; thence North 54 degrees 00 minutes 00 seconds West 380.00 feet; thence South 36 degrees 00 minutes 00 seconds
seconds West 47.54 feet; thence North 54 degrees 00 minutes 00 seconds West 380.00 feet; thence South 36 degrees 00 minutes 00 seconds
minutes 00 seconds East 127.42 feet; thence North 60 degrees 44 minutes 25 seconds West 23.79 feet; thence North 29
degrees 15 minutes 15 seconds East 133.35 feet; thence North 09 degrees 21 minutes 21 seconds East 477.04 feet; thence
North 56 degrees 59 minutes 44 seconds West 75.00 feet; thence North 67 degrees 38 minutes 48 seconds West 430.54 feet;
thence North 84 degrees 05 minutes 07 seconds West 314.92 feet; thence South 79 degrees 28 minutes 15 seconds West 245.54
feet; thence South 75 degrees 43 minutes 35 seconds West 87.64 feet; thence South 71 degrees 56 minutes 35 seconds West
643.50 feet; thence North 17 degrees 18 minutes 47 seconds West 150.75 feet; thence North 18 degrees 35 minutes 35 seconds West

THE VILLAGE FARMS FOURTH SECTION



Sheet No. 2 of 5



RECORDED FOR RECORD AT 11:00 A.M. MAY 27 1980 BOOK 8 PAGE 84 *Raymond Clark*

CURVE	A	R	I	L	CO
284	69°17'12"	215.33	171.00	215.00	215.00
285	62°35'07"	190.50	150.00	200.00	190.00
286	71°17'55"	225.50	180.00	225.00	225.00
287	78°58'27"	175.00	140.00	175.00	175.00
288	67°30'00"	150.00	120.00	150.00	150.00
289	67°30'00"	150.00	120.00	150.00	150.00
290	67°30'00"	150.00	120.00	150.00	150.00
291	67°30'00"	150.00	120.00	150.00	150.00
292	67°30'00"	150.00	120.00	150.00	150.00
293	67°30'00"	150.00	120.00	150.00	150.00

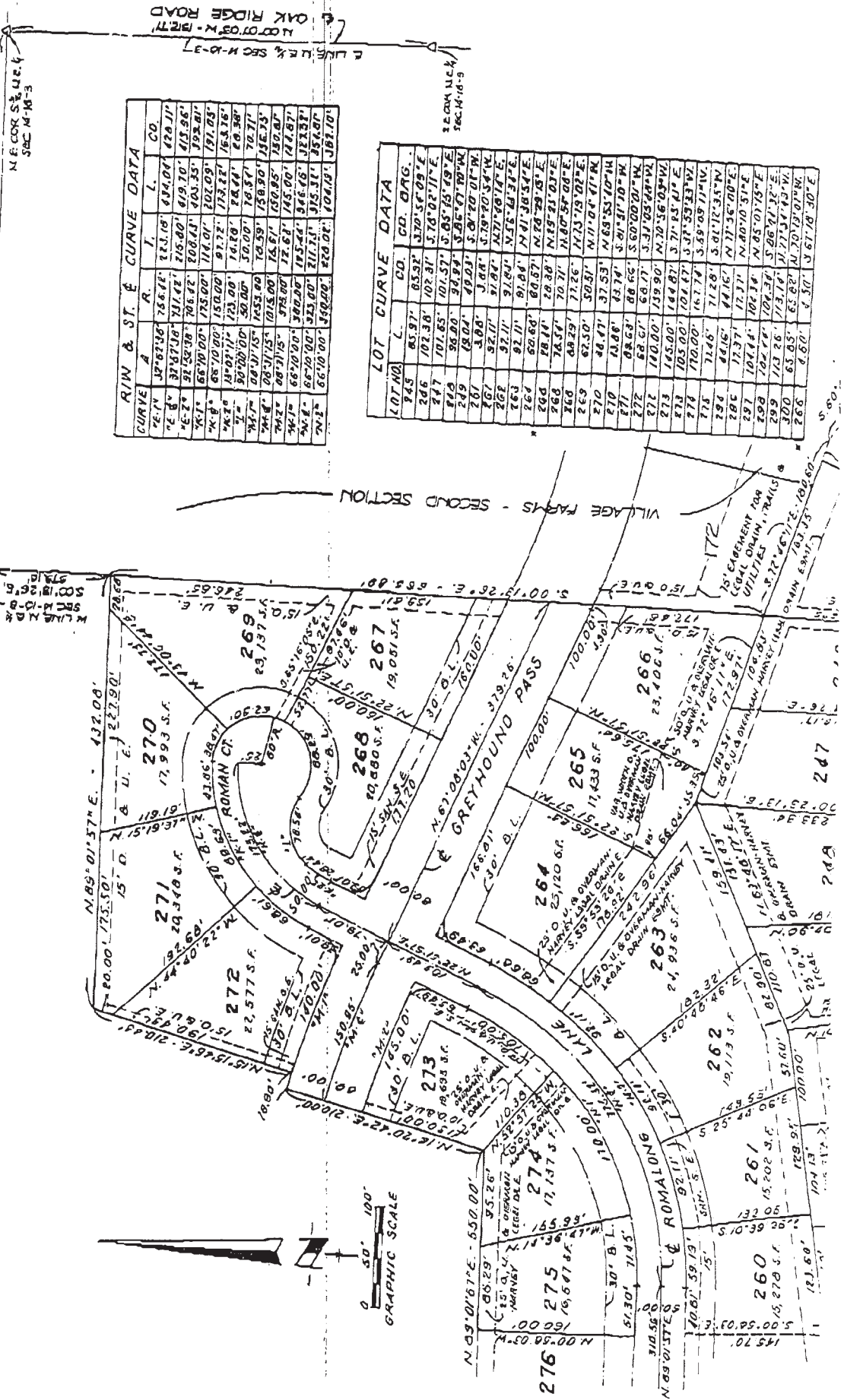
LOT	AREA	CO.	DIR.
284	34,050	N 76° 00' 10" W	100.00
285	21,110	S 71° 58' 35" W	100.00
286	21,119	N 76° 00' 10" W	100.00
287	21,119	S 71° 58' 35" W	100.00
288	10,375	N 12° 10' 47" W	100.00
289	10,375	S 71° 58' 35" W	100.00
290	15,000	N 10° 00' 00" W	100.00
291	15,000	S 71° 58' 35" W	100.00
292	15,000	N 10° 00' 00" W	100.00
293	15,000	S 71° 58' 35" W	100.00

NOTE:

ALL PROPERTY LINES AT STREET INTERSECTIONS ARE ROUNDED BY RADIUS OF 20 FEET, HOWEVER, DIMENSIONS SHOWN ARE TO THE P. I. OF THE 20 FOOT RADIUS.

DULY ENTERED FOR TAXATION
 28th day of May 1980
Richard J. Jennings Auditor
 Hamilton County

THE VILLAGE FARMS FOURTH SECTION



R/W & ST. & CURVE DATA					
CURVE #	A	R.	I.	L.	CO.
260	127.81	758.72	223.18	634.07	428.11
261	37.97	71.12	215.00	619.70	413.36
262	31.53	76.12	208.41	601.35	395.81
263	65.70	150.00	114.01	202.09	191.25
264	131.01	133.00	71.72	172.22	163.26
265	30.70	30.00	30.00	78.57	60.38
266	101.71	143.00	70.59	158.50	156.75
267	68.70	97.00	76.61	150.85	150.87
268	68.70	97.00	76.61	150.85	150.87
269	68.70	97.00	76.61	150.85	150.87
270	68.70	97.00	76.61	150.85	150.87
271	68.70	97.00	76.61	150.85	150.87
272	68.70	97.00	76.61	150.85	150.87
273	68.70	97.00	76.61	150.85	150.87
274	68.70	97.00	76.61	150.85	150.87
275	68.70	97.00	76.61	150.85	150.87
276	68.70	97.00	76.61	150.85	150.87

LOT CURVE DATA					
LOT NO.	L.	CO.	CO. ARG.	L.	CO.
265	65.97	65.97	370.57	370.57	0.00
266	102.30	102.31	370.57	370.57	0.00
267	101.85	101.87	370.57	370.57	0.00
268	38.00	38.00	370.57	370.57	0.00
269	38.00	38.00	370.57	370.57	0.00
270	38.00	38.00	370.57	370.57	0.00
271	38.00	38.00	370.57	370.57	0.00
272	38.00	38.00	370.57	370.57	0.00
273	38.00	38.00	370.57	370.57	0.00
274	38.00	38.00	370.57	370.57	0.00
275	38.00	38.00	370.57	370.57	0.00
276	38.00	38.00	370.57	370.57	0.00

261	32.71'	5.79'	20.13'	11.14'
262	32.71'	5.79'	20.13'	11.14'
263	32.71'	5.79'	20.13'	11.14'
264	32.71'	5.79'	20.13'	11.14'
265	32.71'	5.79'	20.13'	11.14'
266	32.71'	5.79'	20.13'	11.14'
267	32.71'	5.79'	20.13'	11.14'
268	32.71'	5.79'	20.13'	11.14'
269	32.71'	5.79'	20.13'	11.14'
270	32.71'	5.79'	20.13'	11.14'
271	32.71'	5.79'	20.13'	11.14'
272	32.71'	5.79'	20.13'	11.14'
273	32.71'	5.79'	20.13'	11.14'
274	32.71'	5.79'	20.13'	11.14'
275	32.71'	5.79'	20.13'	11.14'
276	32.71'	5.79'	20.13'	11.14'
277	32.71'	5.79'	20.13'	11.14'
278	32.71'	5.79'	20.13'	11.14'
279	32.71'	5.79'	20.13'	11.14'
280	32.71'	5.79'	20.13'	11.14'
281	32.71'	5.79'	20.13'	11.14'
282	32.71'	5.79'	20.13'	11.14'
283	32.71'	5.79'	20.13'	11.14'
284	32.71'	5.79'	20.13'	11.14'
285	32.71'	5.79'	20.13'	11.14'
286	32.71'	5.79'	20.13'	11.14'
287	32.71'	5.79'	20.13'	11.14'
288	32.71'	5.79'	20.13'	11.14'
289	32.71'	5.79'	20.13'	11.14'
290	32.71'	5.79'	20.13'	11.14'
291	32.71'	5.79'	20.13'	11.14'
292	32.71'	5.79'	20.13'	11.14'
293	32.71'	5.79'	20.13'	11.14'
294	32.71'	5.79'	20.13'	11.14'
295	32.71'	5.79'	20.13'	11.14'
296	32.71'	5.79'	20.13'	11.14'
297	32.71'	5.79'	20.13'	11.14'
298	32.71'	5.79'	20.13'	11.14'
299	32.71'	5.79'	20.13'	11.14'
300	32.71'	5.79'	20.13'	11.14'
301	32.71'	5.79'	20.13'	11.14'
302	32.71'	5.79'	20.13'	11.14'
303	32.71'	5.79'	20.13'	11.14'
304	32.71'	5.79'	20.13'	11.14'
305	32.71'	5.79'	20.13'	11.14'
306	32.71'	5.79'	20.13'	11.14'
307	32.71'	5.79'	20.13'	11.14'
308	32.71'	5.79'	20.13'	11.14'
309	32.71'	5.79'	20.13'	11.14'
310	32.71'	5.79'	20.13'	11.14'
311	32.71'	5.79'	20.13'	11.14'
312	32.71'	5.79'	20.13'	11.14'
313	32.71'	5.79'	20.13'	11.14'
314	32.71'	5.79'	20.13'	11.14'
315	32.71'	5.79'	20.13'	11.14'
316	32.71'	5.79'	20.13'	11.14'
317	32.71'	5.79'	20.13'	11.14'
318	32.71'	5.79'	20.13'	11.14'
319	32.71'	5.79'	20.13'	11.14'
320	32.71'	5.79'	20.13'	11.14'



NOTE:
ALL PROPERTY LINES AT STREET INTERSECTIONS ARE
ROUNDED BY RADIUS OF 20 FEET. HOWEVER, DIMENSIONS
SHOWN ARE TO THE P.I. OF THE 20 FOOT RADIUS.

RECEIVED FOR RECORD
AT 11:40 CLOCK, A.M.

MAY 2 19 1980
BOOK 1 PAGE 85
Mary H. Clark
REGISTERED PROFESSIONAL SURVEYOR, MISSOURI

DULY ENTERED FOR TAXATION
28th day May 19 80
Barbara J. Jennings Auditor
Hamilton County

Sheet No. 3 of 5

THE VILLAGE PARK SOUTH SECTION

The undersigned, Ralph Wilfong, is a J. Pondie owner of said section, and he hereby certifies that the plat and subdivision are in accordance with the preliminary plat of the Village Park, South Section.

This subdivision shall be known and designated as "The Village Park", South Section, and shall be subject to the following:

- All private streets and not heretofore dedicated shall hereby be dedicated to the public for its use.
- There are no easements shown on the plat entitled "Village Park", South Section, and no easements shown on the plat entitled "Village Park", South Section, which are reserved for the use of the public utility companies.
- "Utility easements" (UE) are created for the use of all public utility companies, not including transportation, power, gas, water, sewer, and telephone lines, and also all other easements as hereinafter designated:
 - "Access easements" (AE) are created to provide access to and from the public roads and local streets, and to provide access to and from the public roads and local streets.
 - "Easements" (E) are created for the use of the local government, the Agency or private utilities, and for the use of the public utility companies, and for the use of the public utility companies.
- "Overflow easements" (OE) are created for the use of the local government, the Agency or private utilities, and for the use of the public utility companies, and for the use of the public utility companies.

1. All lots in this subdivision shall be known and designated as "The Village Park", South Section, and shall be subject to the following:

1. All private streets and not heretofore dedicated shall hereby be dedicated to the public for its use.

2. There are no easements shown on the plat entitled "Village Park", South Section, and no easements shown on the plat entitled "Village Park", South Section, which are reserved for the use of the public utility companies.

3. "Utility easements" (UE) are created for the use of all public utility companies, not including transportation, power, gas, water, sewer, and telephone lines, and also all other easements as hereinafter designated:

(a) "Access easements" (AE) are created to provide access to and from the public roads and local streets, and to provide access to and from the public roads and local streets.

(b) "Easements" (E) are created for the use of the local government, the Agency or private utilities, and for the use of the public utility companies, and for the use of the public utility companies.

(c) "Overflow easements" (OE) are created for the use of the local government, the Agency or private utilities, and for the use of the public utility companies, and for the use of the public utility companies.

1. All lots in this subdivision shall be known and designated as "The Village Park", South Section, and shall be subject to the following:

1. All private streets and not heretofore dedicated shall hereby be dedicated to the public for its use.

2. There are no easements shown on the plat entitled "Village Park", South Section, and no easements shown on the plat entitled "Village Park", South Section, which are reserved for the use of the public utility companies.

3. "Utility easements" (UE) are created for the use of all public utility companies, not including transportation, power, gas, water, sewer, and telephone lines, and also all other easements as hereinafter designated:

(a) "Access easements" (AE) are created to provide access to and from the public roads and local streets, and to provide access to and from the public roads and local streets.

(b) "Easements" (E) are created for the use of the local government, the Agency or private utilities, and for the use of the public utility companies, and for the use of the public utility companies.

(c) "Overflow easements" (OE) are created for the use of the local government, the Agency or private utilities, and for the use of the public utility companies, and for the use of the public utility companies.

1. All lots in this subdivision shall be known and designated as "The Village Park", South Section, and shall be subject to the following:

1. All private streets and not heretofore dedicated shall hereby be dedicated to the public for its use.

2. There are no easements shown on the plat entitled "Village Park", South Section, and no easements shown on the plat entitled "Village Park", South Section, which are reserved for the use of the public utility companies.

3. "Utility easements" (UE) are created for the use of all public utility companies, not including transportation, power, gas, water, sewer, and telephone lines, and also all other easements as hereinafter designated:

(a) "Access easements" (AE) are created to provide access to and from the public roads and local streets, and to provide access to and from the public roads and local streets.

(b) "Easements" (E) are created for the use of the local government, the Agency or private utilities, and for the use of the public utility companies, and for the use of the public utility companies.

(c) "Overflow easements" (OE) are created for the use of the local government, the Agency or private utilities, and for the use of the public utility companies, and for the use of the public utility companies.

and a record of both the title and the deed shall be filed with the county clerk of the county in which the land is located.

20. The deed shall be subject to the following conditions:

21. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

22. Any person or persons acquiring title to any portion of the real estate in this subdivision shall be subject to all of the terms, conditions, covenants, and restrictions contained in this deed, and shall be bound by the same as if they were personally made by him or her.

23. The deed shall be subject to the following conditions:

24. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

25. The deed shall be subject to the following conditions:

26. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

27. The deed shall be subject to the following conditions:

28. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

29. The deed shall be subject to the following conditions:

30. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

31. The deed shall be subject to the following conditions:

32. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

33. The deed shall be subject to the following conditions:

34. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

35. The deed shall be subject to the following conditions:

36. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

37. The deed shall be subject to the following conditions:

38. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

39. The deed shall be subject to the following conditions:

40. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

41. The deed shall be subject to the following conditions:

42. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

43. The deed shall be subject to the following conditions:

44. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

45. The deed shall be subject to the following conditions:

46. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

47. The deed shall be subject to the following conditions:

48. No easements shall be created or reserved in any lot in this subdivision for the use of any public utility company, gas, water, sewer, or telephone lines, or for the use of any other public utility company, or for the use of any other public utility company.

STATE OF INDIANA
 COUNTY OF HAMILTON

Witness my signature this 14th day of September 1980

Ralph L. Wilfong
 My Commission Expires 11-31-80

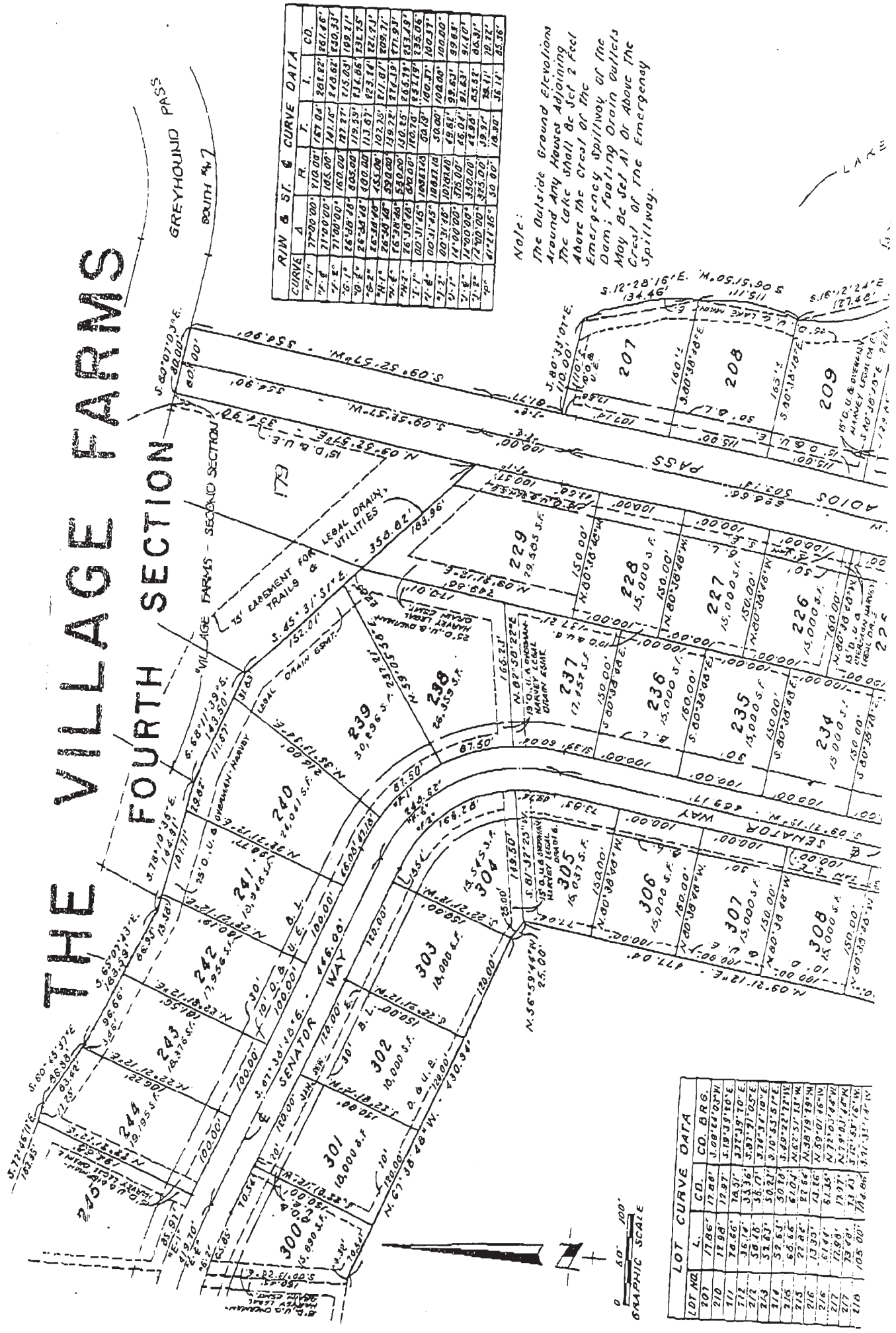
Notary Public
 Hamilton County

DIVISION OF RECORDS & ADMINISTRATION
 COUNTY OF HAMILTON, INDIANA

ORDER APPROVED BY CLERK OF COURT BY ACTS OF 1951, OF THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, THIS WAS ENTERED INTO THE PUBLIC RECORDS OF HAMILTON COUNTY, INDIANA, THIS 14th DAY OF SEPTEMBER 1980.

THE VILLAGE FARMS

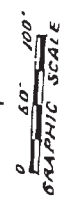
FOURTH SECTION



CURVE	A	R	CD
1	7700.00	110.00	187.04
2	7100.00	105.00	180.22
3	7100.00	105.00	180.22
4	2830.00	80.00	147.27
5	2830.00	80.00	147.27
6	2830.00	80.00	147.27
7	2830.00	80.00	147.27
8	2830.00	80.00	147.27
9	2830.00	80.00	147.27
10	2830.00	80.00	147.27
11	2830.00	80.00	147.27
12	2830.00	80.00	147.27
13	2830.00	80.00	147.27
14	2830.00	80.00	147.27
15	2830.00	80.00	147.27
16	2830.00	80.00	147.27
17	2830.00	80.00	147.27
18	2830.00	80.00	147.27
19	2830.00	80.00	147.27
20	2830.00	80.00	147.27
21	2830.00	80.00	147.27
22	2830.00	80.00	147.27
23	2830.00	80.00	147.27
24	2830.00	80.00	147.27
25	2830.00	80.00	147.27
26	2830.00	80.00	147.27
27	2830.00	80.00	147.27
28	2830.00	80.00	147.27
29	2830.00	80.00	147.27
30	2830.00	80.00	147.27

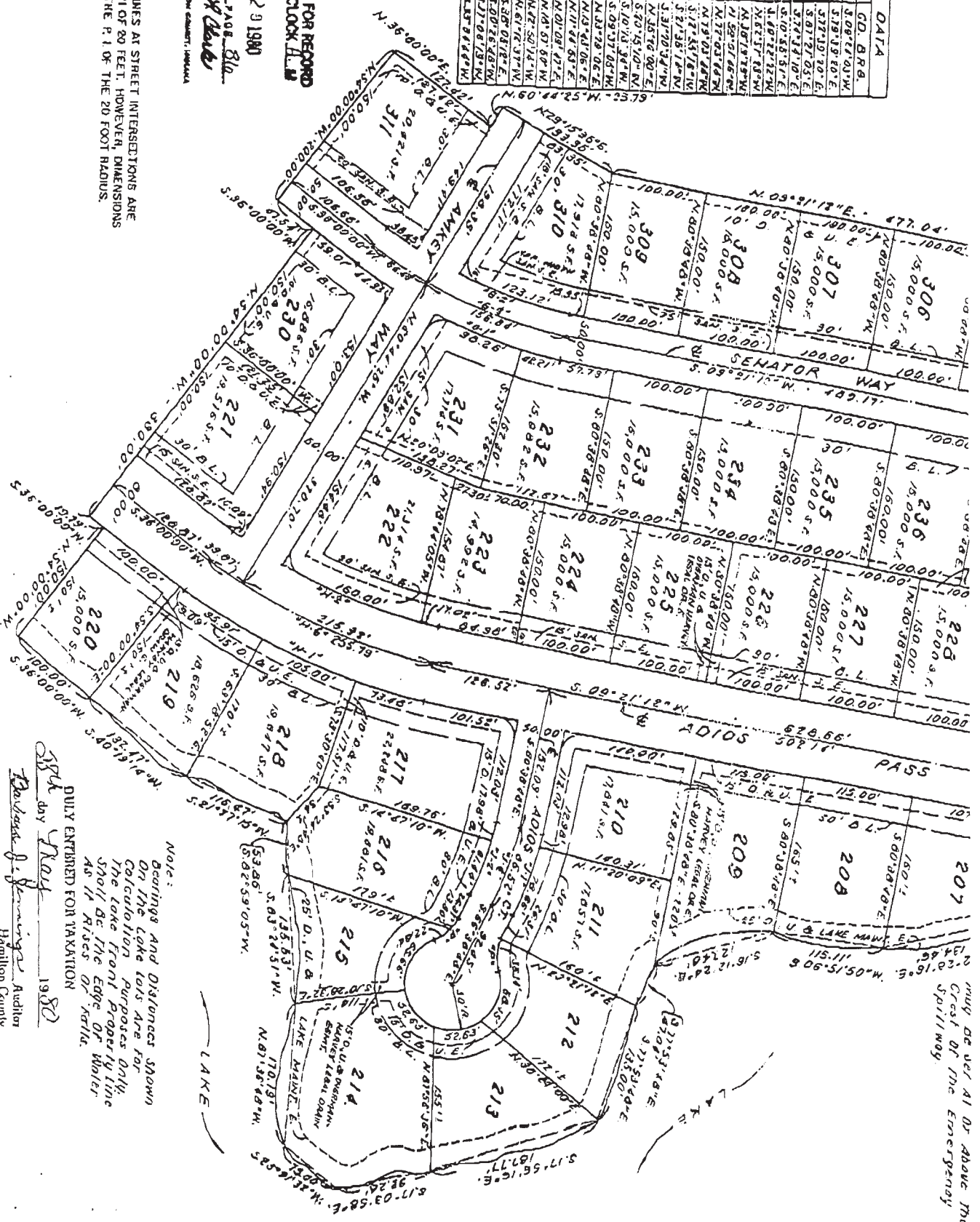
Note:
 The Outside Ground Elevations
 Around Any Houses Adjoining
 The Lake Shall Be Set 2 Feet
 Above The Crest Of The
 Emergency Spillway Of The
 Dam; Footing Drain Outlets
 May Be Set At Or Above The
 Crest Of The Emergency
 Spillway.

LOT NO.	L	CD	CO. BRG.
207	17.86	17.86	1.0812107W
210	17.86	17.87	1.1813107W
211	78.66	143.7	1.3713107E
212	36.14	33.3	1.3713107E
213	58.76	58.7	1.3713107E
214	51.63	50.2	1.1013107E
215	52.51	50.2	1.1013107E
216	65.14	61.04	1.6213107W
217	73.98	73.98	1.3813107W
218	73.98	73.98	1.3813107W
219	73.98	73.98	1.3813107W
220	73.98	73.98	1.3813107W
221	73.98	73.98	1.3813107W
222	73.98	73.98	1.3813107W
223	73.98	73.98	1.3813107W
224	73.98	73.98	1.3813107W
225	73.98	73.98	1.3813107W
226	73.98	73.98	1.3813107W
227	73.98	73.98	1.3813107W
228	73.98	73.98	1.3813107W
229	73.98	73.98	1.3813107W
230	73.98	73.98	1.3813107W
231	73.98	73.98	1.3813107W
232	73.98	73.98	1.3813107W
233	73.98	73.98	1.3813107W
234	73.98	73.98	1.3813107W
235	73.98	73.98	1.3813107W
236	73.98	73.98	1.3813107W
237	73.98	73.98	1.3813107W
238	73.98	73.98	1.3813107W
239	73.98	73.98	1.3813107W
240	73.98	73.98	1.3813107W
241	73.98	73.98	1.3813107W
242	73.98	73.98	1.3813107W
243	73.98	73.98	1.3813107W
244	73.98	73.98	1.3813107W
245	73.98	73.98	1.3813107W
246	73.98	73.98	1.3813107W
247	73.98	73.98	1.3813107W
248	73.98	73.98	1.3813107W
249	73.98	73.98	1.3813107W
250	73.98	73.98	1.3813107W



DULY ENTERED FOR TAXATION
 1980
 SSA Jay Gray
 Hamilton County Auditor

Note:
 Bearings And Distances Shown
 On The Contours Are For
 Calculation Purposes Only.
 The Lake Front Property Line
 Shall Be The Edge Of Water
 As It Rises Or Falls.



LOT CURVE DATA

LOT NO.	L	CD	GD. BRG.
207	17.06'	17.06'	S 08° 12' 00" W
208	17.06'	17.06'	S 18° 39' 00" E
209	17.06'	17.06'	S 77° 19' 20" E
210	17.06'	17.06'	S 87° 27' 05" E
211	17.06'	17.06'	S 87° 27' 05" E
212	17.06'	17.06'	S 87° 27' 05" E
213	17.06'	17.06'	S 87° 27' 05" E
214	17.06'	17.06'	S 87° 27' 05" E
215	17.06'	17.06'	S 87° 27' 05" E
216	17.06'	17.06'	S 87° 27' 05" E
217	17.06'	17.06'	S 87° 27' 05" E
218	17.06'	17.06'	S 87° 27' 05" E
219	17.06'	17.06'	S 87° 27' 05" E
220	17.06'	17.06'	S 87° 27' 05" E
221	17.06'	17.06'	S 87° 27' 05" E
222	17.06'	17.06'	S 87° 27' 05" E
223	17.06'	17.06'	S 87° 27' 05" E
224	17.06'	17.06'	S 87° 27' 05" E
225	17.06'	17.06'	S 87° 27' 05" E
226	17.06'	17.06'	S 87° 27' 05" E
227	17.06'	17.06'	S 87° 27' 05" E
228	17.06'	17.06'	S 87° 27' 05" E
229	17.06'	17.06'	S 87° 27' 05" E
230	17.06'	17.06'	S 87° 27' 05" E
231	17.06'	17.06'	S 87° 27' 05" E
232	17.06'	17.06'	S 87° 27' 05" E
233	17.06'	17.06'	S 87° 27' 05" E
234	17.06'	17.06'	S 87° 27' 05" E
235	17.06'	17.06'	S 87° 27' 05" E
236	17.06'	17.06'	S 87° 27' 05" E
237	17.06'	17.06'	S 87° 27' 05" E
238	17.06'	17.06'	S 87° 27' 05" E
239	17.06'	17.06'	S 87° 27' 05" E
240	17.06'	17.06'	S 87° 27' 05" E
241	17.06'	17.06'	S 87° 27' 05" E
242	17.06'	17.06'	S 87° 27' 05" E
243	17.06'	17.06'	S 87° 27' 05" E
244	17.06'	17.06'	S 87° 27' 05" E
245	17.06'	17.06'	S 87° 27' 05" E
246	17.06'	17.06'	S 87° 27' 05" E
247	17.06'	17.06'	S 87° 27' 05" E
248	17.06'	17.06'	S 87° 27' 05" E
249	17.06'	17.06'	S 87° 27' 05" E
250	17.06'	17.06'	S 87° 27' 05" E
251	17.06'	17.06'	S 87° 27' 05" E
252	17.06'	17.06'	S 87° 27' 05" E
253	17.06'	17.06'	S 87° 27' 05" E
254	17.06'	17.06'	S 87° 27' 05" E
255	17.06'	17.06'	S 87° 27' 05" E
256	17.06'	17.06'	S 87° 27' 05" E
257	17.06'	17.06'	S 87° 27' 05" E
258	17.06'	17.06'	S 87° 27' 05" E
259	17.06'	17.06'	S 87° 27' 05" E
260	17.06'	17.06'	S 87° 27' 05" E
261	17.06'	17.06'	S 87° 27' 05" E
262	17.06'	17.06'	S 87° 27' 05" E
263	17.06'	17.06'	S 87° 27' 05" E
264	17.06'	17.06'	S 87° 27' 05" E
265	17.06'	17.06'	S 87° 27' 05" E
266	17.06'	17.06'	S 87° 27' 05" E
267	17.06'	17.06'	S 87° 27' 05" E
268	17.06'	17.06'	S 87° 27' 05" E
269	17.06'	17.06'	S 87° 27' 05" E
270	17.06'	17.06'	S 87° 27' 05" E
271	17.06'	17.06'	S 87° 27' 05" E
272	17.06'	17.06'	S 87° 27' 05" E
273	17.06'	17.06'	S 87° 27' 05" E
274	17.06'	17.06'	S 87° 27' 05" E
275	17.06'	17.06'	S 87° 27' 05" E
276	17.06'	17.06'	S 87° 27' 05" E
277	17.06'	17.06'	S 87° 27' 05" E
278	17.06'	17.06'	S 87° 27' 05" E
279	17.06'	17.06'	S 87° 27' 05" E
280	17.06'	17.06'	S 87° 27' 05" E
281	17.06'	17.06'	S 87° 27' 05" E
282	17.06'	17.06'	S 87° 27' 05" E
283	17.06'	17.06'	S 87° 27' 05" E
284	17.06'	17.06'	S 87° 27' 05" E
285	17.06'	17.06'	S 87° 27' 05" E
286	17.06'	17.06'	S 87° 27' 05" E
287	17.06'	17.06'	S 87° 27' 05" E
288	17.06'	17.06'	S 87° 27' 05" E
289	17.06'	17.06'	S 87° 27' 05" E
290	17.06'	17.06'	S 87° 27' 05" E
291	17.06'	17.06'	S 87° 27' 05" E
292	17.06'	17.06'	S 87° 27' 05" E
293	17.06'	17.06'	S 87° 27' 05" E
294	17.06'	17.06'	S 87° 27' 05" E
295	17.06'	17.06'	S 87° 27' 05" E
296	17.06'	17.06'	S 87° 27' 05" E
297	17.06'	17.06'	S 87° 27' 05" E
298	17.06'	17.06'	S 87° 27' 05" E
299	17.06'	17.06'	S 87° 27' 05" E
300	17.06'	17.06'	S 87° 27' 05" E
301	17.06'	17.06'	S 87° 27' 05" E
302	17.06'	17.06'	S 87° 27' 05" E
303	17.06'	17.06'	S 87° 27' 05" E
304	17.06'	17.06'	S 87° 27' 05" E
305	17.06'	17.06'	S 87° 27' 05" E
306	17.06'	17.06'	S 87° 27' 05" E
307	17.06'	17.06'	S 87° 27' 05" E
308	17.06'	17.06'	S 87° 27' 05" E
309	17.06'	17.06'	S 87° 27' 05" E
310	17.06'	17.06'	S 87° 27' 05" E
311	17.06'	17.06'	S 87° 27' 05" E

NOTE:
 ALL PROPERTY LINES AT STREET INTERSECTIONS ARE
 ROUNDED BY RADII OF 80 FEET. HOWEVER, DIMENSIONS
 SHOWN ARE TO THE P. I. OF THE 20 FOOT RADII.

RECEIVED FOR RECORD
 AT 12:30 O'CLOCK P.M.
 MAY 29 1980
 ROOM 3, 108 S. 8th
 Mayor H. DeBolt
 Hamilton County Auditor



SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS

Village Farms West, an Indiana partnership, as owner of all of the lots of The Village Farms, Seventh Section, which section was recorded November 19, 1987, Book 15, pages 1-5, as Instrument No. 87-47875, in the Office of the Recorder of Hamilton County, does hereby declare that all lots in the Seventh Section described above in The Village Farms, are and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions dated the 13th day of November, 1973, and recorded the 14th day of November, 1973, as Instrument Number 7420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 1357, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

By virtue of this Supplementary Declaration, the owners of the aforementioned lots shall be entitled to membership in Village Farms, Inc., an Indiana not-for-profit corporation, all as set forth in a certain "Agreement for Establishment of Membership Area" recorded March 21, 1985 at Book 182 Page 178 in the Office of the Recorder of Hamilton County, Indiana.

Dated this 1st day of March, 1988.

VILLAGE FARMS WEST

This Instrument Recorded Mar. 1 1988
Sharon K. Cherry, Recorder, Hamilton County, IN

By Ralph L. Wilfong
Ralph L. Wilfong, General Partner

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

RECEIVED
FOR RECORDING
MAR 1 11 1988
SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions as a General Partner of Village Farms West, an Indiana partnership.

WITNESS my hand and Notarial Seal this 1st day of March, 1988.

Patricia R. Emmert
Notary Public

Patricia R. Emmert
Printed

My County of Residence is:
Hamilton



This instrument prepared by Kathryn M. Kunz, Attorney at Law.

SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS

2742

BOOK 149 617

The Declarant, as owner of The Village Farms, Second Section, which section was recorded July 14, 1976, Instrument Number 13502, Book 6, Pages 7-9, in the Office of the Recorder of Hamilton County; and as owner of The Village Farms, Third Section, which section was recorded July 14, 1976, Instrument Number 13503, Book 6, Pages 10-12, in the Office of the Recorder of Hamilton County; does hereby declare that said property described in The Village Farms, Second Section and in The Village Farms, Third Section, is and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration of Covenants and Restrictions by Declarant dated the 13th day of November, 1973, and recorded the 14th day of November, 1973, as Instrument Number 9420, in Book 140, Pages 403-415, in the Office of the Recorder of Hamilton County, and the Amendment thereto dated the 19th day of April, 1974, and recorded the 22nd day of April, 1974, as Instrument Number 3157, in Book 142, Pages 188-192, in the Office of the Recorder of Hamilton County, Indiana, which Declaration of Covenants and Restrictions and the Amendment thereto are incorporated herein by reference.

DATED this 28th day of September, 1976.

Ralph L. Wilfong
RALPH L. WILFONG, OWNER

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ralph L. Wilfong, who acknowledged execution of the foregoing Supplementary Declaration of Covenants and Restrictions.

WITNESS my hand and Notarial Seal this 28th day of September, 1976.



Patricia E. Neff
(Signature)

Patricia E. Neff
(Printed)

NOTARY PUBLIC

My Commission Expires:
July 31, 1980

This Instrument Recorded, Sept 29 1976
JUNE M. HEDGES, RECORDER, HAMILTON COUNTY, IND.

This instrument prepared by Willis K. Kunz, Attorney at Law.