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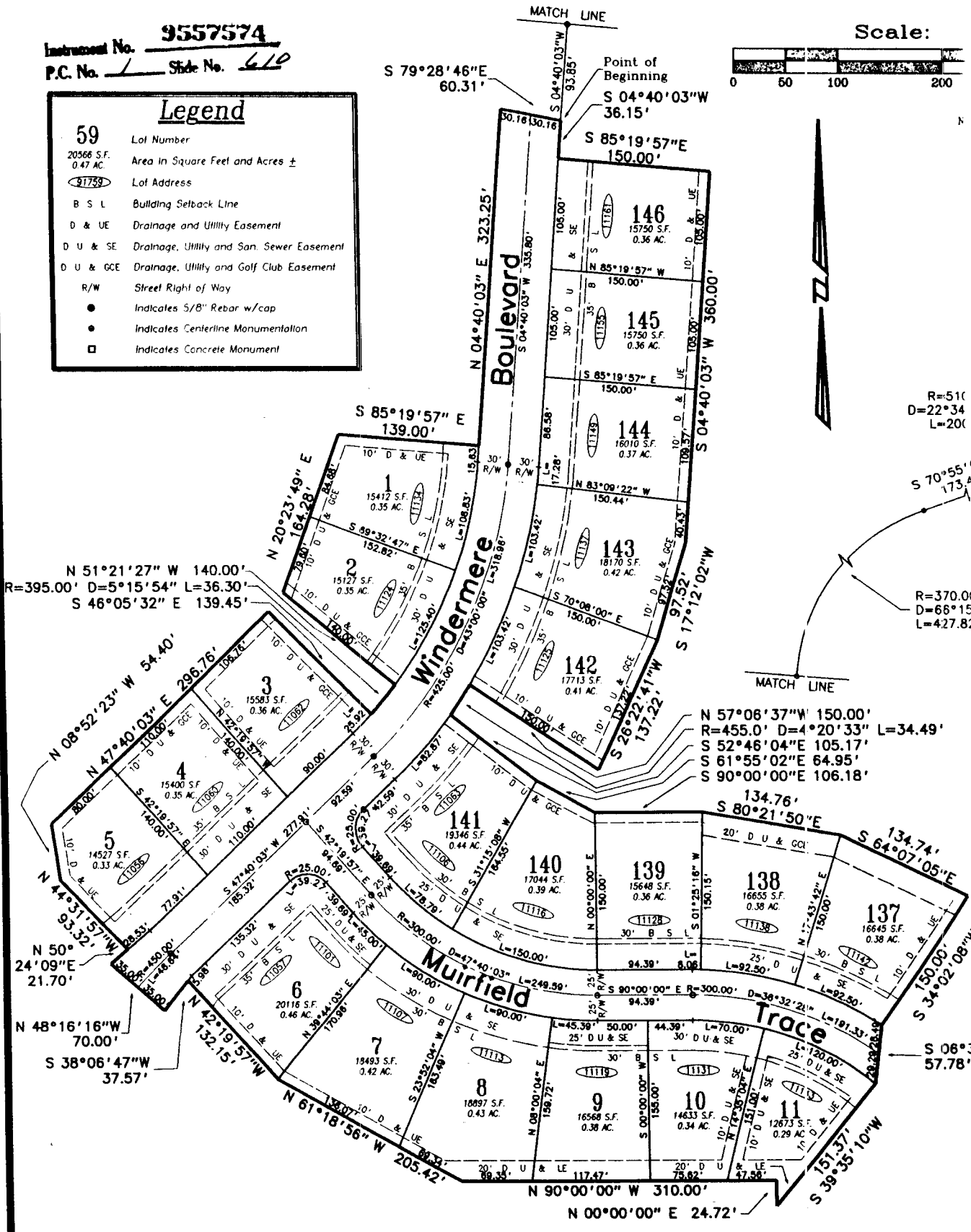
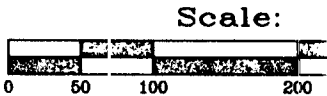
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SECONDARY PLAT WINDERMERE SECTION I *Phase 2* PH

Part of the of the East Half of the Northwest Quarter of Section 9, Township 17 North, Range 5 East of the

Instrument No. **9557574**
P.C. No. Slide No. 610

Legend	
59	Lol Number
20366 S.F. 0.47 AC	Area In Square Feet and Acres ±
91759	Lol Address
B S L	Building Setback Line
D & UE	Drainage and Utility Easement
D U & SE	Drainage, Utility and San. Sewer Easement
D U & GCE	Drainage, Utility and Golf Club Easement
R/W	Street Right of Way
●	Indicates 5/8" Rebar w/cap
○	Indicates Centerline Monumentation
□	Indicates Concrete Monument

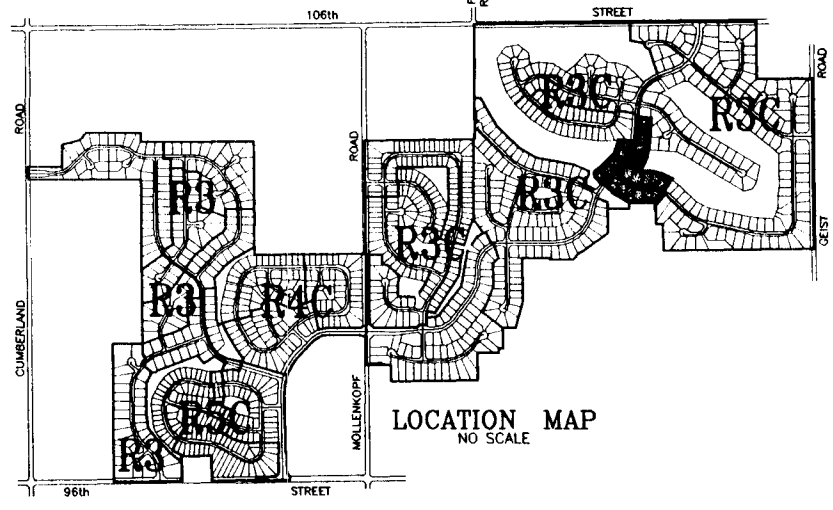
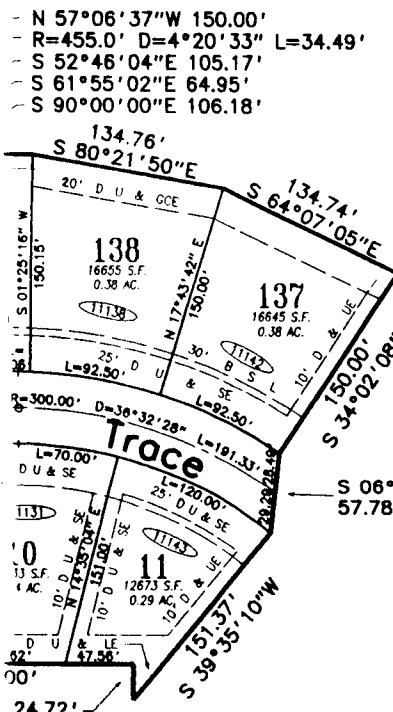
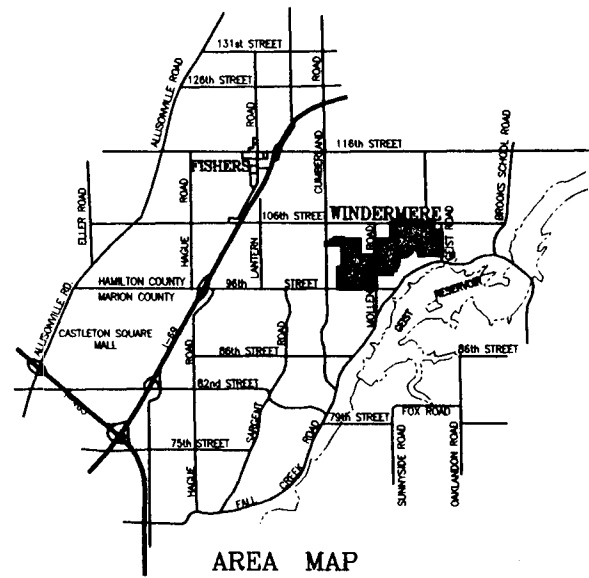
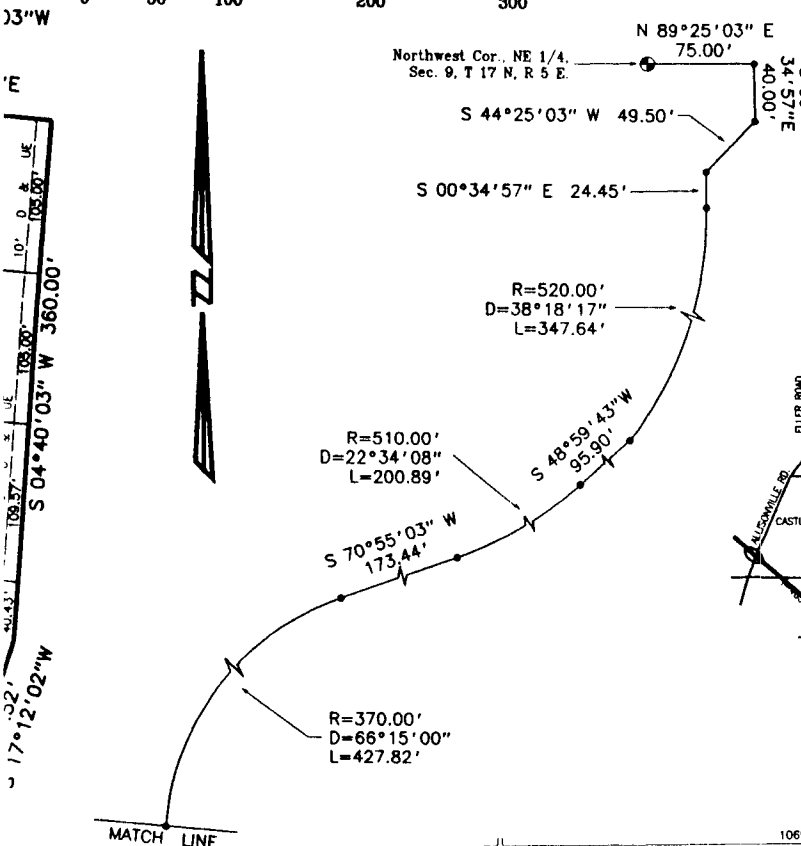
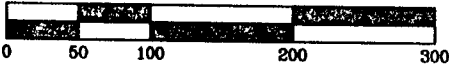


This instrument prepared by Richard A. Lewis L.S., S

RY PLAT FOR WINDERMERE I - PHASE TWO

17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana

Scale:



DULY ENTERED FOR TAXATION
Subject to final acceptance for transfer
24 day of October 19 95

Jim M. Ogle Auditor
Hamilton County

Parcel # _____

Falcon
ENGINEERING INC.
8352 EAST 96TH STREET SUITE 307
FISHERS, INDIANA 46038
(317) 841-3141

1 by Richard A. Lewis L.S., State of Indiana # S0001

24/95
②

SECONDARY PLAT WINDERMERE POINTE SECTION I

Part of the of the East Half of the Northwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal

LEGAL DESCRIPTION
WINDERMERE POINTE SECTION I - PHASE TWO

Part of the East Half of the Northwest Quarter of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of said Section 9; thence North 89 degrees 25 minutes 03 seconds East (an assumed bearing) along the North Line of said Northeast Quarter 75.00 feet; thence South 00 degrees 34 minutes 57 seconds East 40.00 feet; thence South 44 degrees 25 minutes 03 seconds West 49.50 feet to the Easterly Right-of-Way of Windermere Boulevard as defined on the Plat for Windermere Villas Section I - Phase One per instrument number 9545383, Plat Cabinet No. 1, Slide No. 580 in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 34 minutes 57 seconds East (the next 7 calls being on said Right-of-Way for Windermere Boulevard) 24.45 feet to a curve from which the radius point bears South 89 degrees 25 minutes 03 seconds West; thence Southwesterly along said curve an arc distance of 347.64 feet to a point from which the radius point bears North 52 degrees 16 minutes 40 seconds West; said curve having a radius of 520.00 feet; thence South 48 degrees 59 minutes 43 seconds West 95.90 feet to a curve from which the radius point bears North 41 degrees 39 minutes 05 seconds West; thence Southwesterly along said curve an arc distance of 200.89 feet to a point from which the radius point bears North 19 degrees 04 minutes 57 seconds West; said curve having a radius of 510.00 feet; thence South 70 degrees 55 minutes 03 seconds West 173.44 feet to a curve from which the radius point bears South 19 degrees 04 minutes 57 seconds East; thence Southwesterly along said curve an arc distance of 427.82 feet to a point from which the radius point bears South 85 degrees 19 minutes 57 seconds East; said curve having a radius of 370.00 feet; thence South 04 degrees 40 minutes 03 seconds West 93.85 feet to the POINT OF BEGINNING; thence continue South 04 degrees 40 minutes 03 seconds West 36.15 feet; thence South 85 degrees 19 minutes 57 seconds East 150.00 feet; thence South 04 degrees 40 minutes 03 seconds West 360.00 feet; thence South 17 degrees 12 minutes 02 seconds West 97.52 feet; thence South 26 degrees 22 minutes 41 seconds West 137.22 feet; thence North 57 degrees 06 minutes 37 seconds West 150.00 feet to a curve from which the radius point bears North 57 degrees 06 minutes 37 seconds West; thence Southwesterly along said curve an arc distance of 34.49 feet to a point from which the radius point bears North 52 degrees 46 minutes 04 seconds West; said curve having a radius of 455.00 feet; thence South 52 degrees 46 minutes 04 seconds East 105.17 feet; thence South 61 degrees 55 minutes 02 seconds East 64.95 feet; thence South 90 degrees 00 minutes 00 seconds East 106.18 feet; thence South 80 degrees 21 minutes 50 seconds East 134.76 feet; thence South 64 degrees 07 minutes 05 seconds East 134.74 feet; thence South 34 degrees 02 minutes 08 seconds West 150.00 feet; thence South 06 degrees 37 minutes 26 seconds West 54.40 feet; thence South 39 degrees 35 minutes 10 seconds West 151.37 feet; thence North 00 degrees 00 minutes 00 seconds East 24.72 feet; thence North 90 degrees 00 minutes 00 seconds West 310.00 feet; thence North 61 degrees 18 minutes 56 seconds West 205.42 feet; thence North 42 degrees 19 minutes 57 seconds West 132.15 feet; thence South 38 degrees 06 minutes 47 seconds West 37.57 feet; thence North 48 degrees 16 minutes 16 seconds West 70.00 feet; thence North 50 degrees 24 minutes 09 seconds East 21.70 feet; thence North 44 degrees 31 minutes 57 seconds West 93.32 feet; thence North 08 degrees 52 minutes 23 seconds West 54.40 feet; thence North 47 degrees 40 minutes 03 seconds East 296.76 feet; thence South 46 degrees 05 minutes 32 seconds East 139.45 feet to a curve from which the radius point bears North 46 degrees 05 minutes 32 seconds West; thence Northeasterly along said curve an arc distance of 36.30 feet to a point from which the radius point bears North 51 degrees 21 minutes 27 seconds West; said curve having a radius of 395.00 feet; thence North 51 degrees 21 minutes 27 seconds West 140.00 feet; thence North 20 degrees 23 minutes 49 seconds East 164.28 feet; thence South 85 degrees 19 minutes 57 seconds East 139.00 feet; thence North 04 degrees 40 minutes 03 seconds East 323.25 feet to the Southerly Boundary of said Windermere Villas Section I - Phase One; thence South 79 degrees 28 minutes 46 seconds East along said Southerly Boundary 60.31 feet to the POINT OF BEGINNING and containing 9.996 acres more or less.

This subdivision consists of 21 lots numbered 1 through 11 inclusive and 137 through 146 inclusive with streets shown hereon. The dimensions of the lots, rights-of-way, and easements are shown in figures denoting feet and decimal parts thereof.

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

I, the undersigned, hereby certify that the above description to be true and correct to the best of my knowledge, information and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 15th day of Oct 1995.

Richard A. Lewis
Richard A. Lewis
Registered Land Surveyor
Indiana No. S0001



I, THE UNDERSIGNED, TIMOTHY C. PETERSON, ON BEHALF OF THE PRECEDENT, THE MANAGING GENERAL PARTNER OF WINDERMERE PARTNERS, AN INDIANA PARTNERSHIP (HEREINAFTER REFERRED TO AS "DECLARANT") BEING THE DEVELOPER OF RECORD OF THE ABOVE DESCRIBED REAL ESTATE HEREBY CERTIFIES THAT IT DOES LAY OFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS, BLOCKS AND STREETS IN ACCORDANCE WITH THIS PLAT AND CERTIFICATE.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS "WINDERMERE POINTE SECTION I - PHASE TWO"

ALL RIGHTS-OF-WAY SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC FOR ITS USE AS PUBLIC WAYS.

IN ADDITION TO THE COVENANTS AND RESTRICTIONS HERINAFTER SET FORTH AND CONTAINED IN THIS PLAT, THE REAL ESTATE DESCRIBED IN THIS PLAT IS ALSO SUBJECT TO CERTAIN ADDITIONAL COVENANTS AND RESTRICTIONS CONTAINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE, RECORDED ON THE 8th DAY OF DECEMBER, 1992, AS INSTRUMENT No. 92-48616 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA (HEREINAFTER REFERRED TO AS "DECLARATION"), AND TO THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS OF THE WINDERMERE HOMEOWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS "ASSOCIATION" AND THE NEW CONSTRUCTION COMMITTEE (HEREINAFTER REFERRED TO AS "NCC"). AS SET FORTH IN THE DECLARATION AND TO DESIGN GUIDELINES PROMULGATED BY THE NCC. IF THERE IS ANY IRRECONCILABLE CONFLICT BETWEEN ANY OF THE COVENANTS AND RESTRICTIONS CONTAINED IN THIS PLAT AND ANY OF THE COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION, THE CONFLICTING COVENANT OR RESTRICTION CONTAINED IN THIS PLAT SHALL GOVERN AND CONTROL TO THE EXTENT ONLY OF THE IRRECONCILABLE CONFLICT, IT BEING THE INTENT HEREOF THAT ALL SUCH COVENANTS AND RESTRICTIONS SHALL BE APPLICABLE TO SAID REAL ESTATE TO THE GREATEST EXTENT POSSIBLE. ALL OF THE TERM, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION ARE HEREBY INCORPORATED HEREIN BY REFERENCE. IN ORDER TO PROVIDE ADEQUATE PROTECTION TO ALL PRESENT AND FUTURE OWNERS OF LOTS IN THIS SUBDIVISION THE FOLLOWING COVENANTS, RESTRICTIONS AND LIMITATIONS, IN ADDITION TO THOSE SET FORTH IN THE DECLARATION, ARE HEREBY IMPOSED UPON AND SHALL RUN WITH THE LAND INCLUDED IN THIS SUBDIVISION AND SHALL BE BINDING UPON THE DECLARANT AND ANYONE AT ANY TIME OWNING ANY PART OR PORTION OF SUCH LAND.

1. PLAN REVIEW:

Prior to application for Improvement Location Permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the NEW CONSTRUCTION COMMITTEE as defined in Article XII, Section 12.2 of the Declaration. Such approval shall include but not be limited to building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Windermere design guidelines.

A. ARCHITECTURAL CONTROL:

- The exterior chase of all fireplaces must be brick or other masonry material.
- Residential roof pitches must be a minimum of 8/12 front to rear and a minimum of 10/12 on all front gables.
- All exterior colors and brick choices must be approved in writing by the NCC prior to commencement of residential construction.
- The exterior of all residential dwellings must consist of a minimum of forty percent (40%) brick or masonry material and the balance must be wood material. Wood sheathing may be used for screened porches, cable treatments and other intermittent places if approved by the NCC. The NCC shall reserve the right to modify the brick and or masonry requirement.
- The casing for all windows must be made of wood material.

2. EASEMENTS FOR DRAINAGE, SEWERS, AND UTILITIES:

Lots are subject to the following drainage easements, sewer easements, utility easements, landscape easements, and non-access easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the lot owners, the ASSOCIATION, public or private utility companies and government agencies, as follows:

- Drainage Easements (D.E.)** are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground on a public or private drainage systems; it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any government authority having jurisdiction over drainage, by DECLARANT, its successors or assigns.
- Sewer Easements (S.E.)** are created for the use of the utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve WINDERMERE POINTE SECTION I - PHASE TWO. Sewer easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are part of said system.
- Utility Easements (U.E.)** are created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cables or other related utility structures, as well as for the uses specified in the case of sewer easements.
- Landscape Easements (L.E.)** are created over and across lots as area: within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the DECLARANT or the ASSOCIATION to provide landscaped design continuity and ensure attractive and aesthetically pleasing areas throughout the properties. Within Landscape Easements, the DECLARANT and the ASSOCIATION shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of lots restricted by Landscape Easements shall have the right to fully use and enjoy the land granted as the easements, except for such use as may impair, impede, or unreasonably interfere with the exercise by the DECLARANT or ASSOCIATION of the rights granted herein. Owners of lots restricted by Landscape Easements shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a Landscape Easement or the interfering with the DECLARANT's or ASSOCIATION's ability to use or gain access to the Landscape Easement.
- Golf Club Easements (G.C.E.)** are created over and across areas of lots and common areas for the construction and maintenance of golf club property and to enter upon said easement with respect to certain limitations on landscaping and use of the easement area as more particularly described in Section 3.13 of the Declaration.
- The owners of all lots in this addition shall take title subject to the rights of the public or private utilities, governmental agencies, the DECLARANT and the ASSOCIATION and rights of the other lot owners in this addition to the easement hereby reserved for ingress and egress in, along and through the strips of ground for the purposes herein stated.

3. DWELLING SIZE AND USE:

All lots in this subdivision shall be known and designated as residential lots and no business may be conducted on any part thereof, except as allowed by Article XIII, Section 13.28 of the DECLARATION. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein other than one detached single-family dwelling not to exceed 35 feet in height and residential accessory buildings. Any garage, or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of the subdivision. The minimum square footage of living space of the dwellings constructed on all residential lots shall be 2,000 square feet for a single floor residence and 2,600 square feet for a two story residence, exclusive of porches, terraces, garages, carports, accessory buildings and basements.

4. LANDSCAPE REQUIREMENTS:

Lots are subject to the following minimum landscape specifications which must be completed prior to obtaining an occupancy permit. The NCC may grant extensions due to inclement weather.

- Public sidewalks shall be constructed per standards established by the NCC or the appropriate governmental agency.
- A yard dusk to dawn light post and mailbox must be installed within the street right-of-way with uniform make, type, size and location determined by the NCC.
- The front and side yard area of all lots shall be sodded and the remaining yard area must be seeded with a grass mixture. Hydro seeding with an irrigation system may be applied if approved by the NCC.
- Each lot shall provide two (2) three inch (3") caliper parkway trees except each street corner lot must provide four (4) three inch (3") caliper parkway trees. The species and location to be determined by the NCC.

SECONDARY PLAT FOR WINDERMERE POINTE SECTION I - PHASE TWO

Section 9, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana

Instrument No. 20025274
 P.C. No. 1 Slide No. 6/10

1. PLAN REVIEW:

Prior to application for Improvement Location Permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the NEW CONSTRUCTION COMMITTEE as defined in Article XII, Section 12.2 of the Declaration. Such approval shall include but not be limited to building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Windermere design guidelines.

A. ARCHITECTURAL CONTROL:

1. The exterior chase of all fireplaces must be brick or other masonry material.
2. Residential roof pitches must be a minimum of 8/12 front to rear and a minimum of 10/12 on all front gables.
3. All exterior colors and brick choices must be approved in writing by the NCC prior to commencement of residential construction.
4. The exterior of all residential dwellings must consist of a minimum of forty percent (40%) brick or masonry material and the balance must be wood material. Wood sheathing may be used for screened porches, gable treatments and other intermittent places if approved by the NCC. The NCC shall reserve the right to modify the brick and or masonry requirement.
5. The casing for all windows must be made of wood material.

2. EASEMENTS FOR DRAINAGE, SEWERS, AND UTILITIES:

Lots are subject to the following drainage easements, sewer easements, utility easements, landscape easements, and non-access easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the lot owners, the ASSOCIATION, public or private utility companies and government agencies, as follows:

- A. Drainage Easements (D.E.)** are created to provide paths and courses for area and local storm drainage, either overlaid or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage systems; it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any government authority having jurisdiction over drainage, by DECLARANT, its successors or assigns.
- B. Sewer Easements (S.E.)** are created for the use of the utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve WINDERMERE POINTE SECTION I - PHASE TWO. Sewer easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are part of said system.
- C. Utility Easements (U.E.)** are created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cables or other related utility structures, as well as for the uses specified in the case of sewer easements.
- D. Landscape Easements (L.E.)** are created over and across lots as areas within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directions, lighting, irrigation systems and other improvements may be constructed and maintained by the DECLARANT or the ASSOCIATION to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the properties. Within Landscape Easements, the DECLARANT and the ASSOCIATION shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of lots restricted by Landscape Easements shall have the right to fully use and enjoy the land granted as the easements, except for such use as may impair, impede, or unreasonably interfere with the exercise by the DECLARANT or ASSOCIATION of the rights granted herein. Owners of lots restricted by Landscape Easements shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a Landscape Easement or the interfering with the DECLARANT's or ASSOCIATION's ability to use or gain access to the Landscape Easement.
- E. Golf Club Easements (G.C.E.)** are created over and across areas of lots and common areas for the construction and maintenance of golf club property and to enter upon said easement with respect to certain limitations on landscaping and use of the easement area as more particularly described in Section 3.13 of the Declaration.
- F.** The owners of all lots in this addition shall take title subject to the rights of the public or private utilities, governmental agencies, the DECLARANT and the ASSOCIATION and rights of the other lot owners in this addition to the easement hereby reserved for ingress and egress in, along and through the strips of ground for the purposes herein stated.

3. DWELLING SIZE AND USE:

All lots in this subdivision shall be known and designated as residential lots and no business may be conducted on any part thereof, except as allowed by Article XIII, Section 13.28 of the DECLARATION. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein other than one detached single-family dwelling not to exceed 35 feet in height and residential accessory buildings. Any garage, or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of the subdivision. The minimum square footage of living space of the dwellings constructed on all residential lots shall be 2,000 square feet for a single floor residence and 2,600 square feet for a two story residence, exclusive of porches, terraces, garages, carports, accessory buildings and basements.

4. LANDSCAPE REQUIREMENTS:

Lots are subject to the following minimum landscape specifications which must be completed prior to obtaining an occupancy permit. The NCC may grant extensions due to inclement weather.

- A. Public sidewalks shall be constructed per standards established by the NCC or the appropriate governmental agency.
- B. A yard dusk to dawn light post and mailbox must be installed within the street right-of-way with uniform make, type, size and location determined by the NCC.
- C. The front and side yard area of all lots shall be sodded and the remaining yard area must be seeded with a grass mixture. Hydro seeding with an irrigation system may be applied if approved by the NCC.
- D. Each lot shall provide two (2) three inch (3") caliper parkway trees except each street corner lot must provide four (4) three inch (3") caliper parkway trees. The species and location to be determined by the NCC.

5. SANITARY SEWER CONSTRAINTS:

Pavement and concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of sanitary sewer manholes castings.

6. RESIDENTIAL SETBACK REQUIREMENTS:

The front yard building setback lines are as shown on the plat and/or shall comply with applicable zoning laws.

The side yard setback shall not be less than ten (10) feet from side lot line with a minimum aggregate of twenty (20) feet between residential structures. The rear yard setback lines shall be thirty (30) feet from rear lot lines.

7. INTERSECTION VISIBILITY:

No fence, wall, hedge or shrub planting which obstructs sight lines of elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. No trees shall be permitted to remain within said distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines referred to above.

8. RESTRICTIONS:

Restrictions on use of lots in this subdivision exist and are described in detail in Article XIII of the DECLARATION. Uses restricted by the DECLARATION include by way of example but without limitation: signs, parking, animals and pets, antennas, pools, fences, lighting, landscaping, leasing and businesses. The DECLARANT hereby reserves for itself and the ASSOCIATION the right to construct and maintain certain improvements within the right-of-way of streets within the plat.

9. DURATION:

These covenants are to run with the land, and shall be binding upon the land and remain in effect for a period of thirty (30) years after the date that this plat is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless such extension is disapproved pursuant to the procedure described in Article XV, Section 15.2 of the DECLARATION.

10. ENFORCEMENT:

The right of enforcement of each of the foregoing restrictions by all lawful means including but not limited to the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the ASSOCIATION, the owners of the lots in the subdivision, their heirs, successors or assigns, who are entitled to such relief without being required to show any damage of any kind.

11. DECLARE:

The real estate described in this plat is also subject to those certain additional covenants and restrictions contained in that Certain Declaration of Covenants, Conditions and Restrictions for Windermere, recorded on the 8th day of December, 1992, as Instrument No. 92-48616 in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Declaration"), and to the rights, powers, duties and obligations of the Windermere Home-owners Association, Inc. (hereinafter referred to as "Association") and the New Construction Committee (hereinafter referred to as "NCC"), as set forth in the Declaration, as amended from time to time.

OWNERS OF LOTS WITHIN WINDERMERE POINTE SECTION I - PHASE TWO SHALL BE SUBJECT TO AN ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AS INSTRUMENT NO. 92-48616

IN TESTIMONY WHEREOF, witness the signature of the DECLARANT this 15th day of October, 1995.

WINDERMERE PARTNERS, an Indiana Partnership

Timothy C. Peterson

Timothy C. Peterson
On Behalf of THE PRECEDENT
Managing General Partner of Windermere Partners

STATE OF INDIANA }
COUNTY OF HAMILTON } SS:

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY C. PETERSON, ON BEHALF OF THE PRECEDENT THE MANAGING GENERAL PARTNER OF WINDERMERE PARTNERS AS OWNER OF THE ABOVE DESCRIBED REAL ESTATE AND ACKNOWLEDGED EXECUTION OF THE FORGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARY SEAL THIS 15th DAY OF October, 1995.

Lynn R. Coyne
LYNN R. COYNE
NOTARY PUBLIC STATE OF INDIANA
COUNTY OF HAMILTON
COMMISSION EXPIRES: MAY 17, 1997



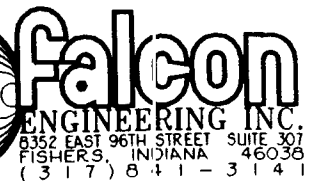
COMMISSION CERTIFICATE:

UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L. 309 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND AN ORDINANCE ADOPTED BY THE TOWN OF FISHERS AS FOLLOWS:

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD ON THE 9th DAY OF February, 1995.

FISHERS TOWN PLAN COMMISSION

John D. Zerbo
PRESIDENT JOHN D. ZERBO
Lynette Williams
SECRETARY LYNETTE WILLIAMS



95 OCT 24 PM 1:50
 RECORDED
 HAMILTON CO. IN.

10.00
1.000000

**SURVEYOR'S CERTIFICATE OF CORRECTION
WINDERMERE POINTE SECTION I - PHASE TWO**

**INSTRUMENT
9809849651**

The purpose of this correction is to change the minimum square footage requirements for homes constructed in Windermere Pointe Section I - Phase Two, an addition in Hamilton County, the plat of which is recorded as Instrument Number 9557574 in Plat Cabinet I, Slide 610 in the Office of the Recorder of Hamilton County, Indiana.

Original:

3. DWELLING SIZE AND USE:

All lots in this subdivision shall be known and designated as residential lots and no business may be conducted on any part thereof, except as allowed by Article XIII, Section 13.28 of the DECLARATION. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein other than one detached single-family dwelling not to exceed 35 feet in height and residential accessory buildings. Any garage, or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of the subdivision. The minimum square footage of living space of the dwellings constructed on all residential lots shall be 2,000 square feet for a single floor residence and 2,600 square feet for a two story residence, exclusive of porches, terraces, garages, carports, accessory buildings and basements.

Revised:

3. DWELLING SIZE AND USE:

All lots in this subdivision shall be known and designated as residential lots and no business may be conducted on any part thereof, except as allowed by Article XIII, Section 13.28 of the DECLARATION. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein other than one detached single-family dwelling not to exceed 35 feet in height and residential accessory buildings. Any garage, or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of the subdivision. The minimum square footage of living space of dwellings constructed on residential lot numbers 1, 2, 9, 10, 11, 137, 141, 144, 145 and 146 shall be 2400 square feet for a single floor residence and 3000 square feet for a two story residence, exclusive of porches, terraces, garages, carports, accessory buildings and basements.

I the undersigned hereby certify that the above description to be true and correct to the best of my knowledge and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 3rd day of September, 1998.

Richard A. Lewis
Richard A. Lewis
Registered Land Surveyor No. S0001

IN TESTIMONY WHEREOF, witness the signature of Windermere Partners, as owner of said property on this 3rd day of September, 1998.

WINDERMERE PARTNERS,
an Indiana General Partnership

By: Richard A. Lewis
Geist Village Limited Partnership
Richard A. Lewis, Partner

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

9809849651
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 09-04-1998 At 09:09 am.
CERT CORR 10.00

Before me, a Notary Public in and for said County and State, personally appeared Richard A. Lewis who represented himself to be the Managing General Partner of Geist Village Limited Partnership an Indiana Limited Partnership which is a Partner of Windermere Partners, an Indiana General Partnership, and who acknowledged execution of the foregoing Certificate of Correction for and on behalf of said Grantor, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 3rd day of September, 1998



LYNN R RIGNEY
NOTARY PUBLIC STATE OF INDIANA
COUNTY OF RESIDENCE: HAMILTON
MY COMMISSION EXPIRES: MAY 17, 2001

Lynn Rigney
Notary Public

This instrument was prepared by Richard A. Lewis, Windermere Partners, 9365 Counselors Row, Suite 120, Fishers, IN 46038.

INSR # 92/4/8616

9248616

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

WINDERMERE

a subdivision located in the Town of Fishers,
Hamilton County, Indiana

This Instrument Recorded 12-8 1992
Sharon K. Cherry, Recorder, Hamilton County, Indiana

HAMILTON CO. IN

92 DEC 8 PM 1: 47

FILED

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C	By-Laws of Windermere Homeowners Association, Inc.	2
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	Legal Description of Heritage Green, Section I	
B	Legal Description of Real Estate Subject to Possible Addition	1
C	By-Laws of Windermere Homeowners Association, Inc.	2
D	Legal Description of Nearby Property Owners	11

9303551

This Instrument Recorded JUL 27 1993
Sharon K. Chewy, Recorder, Hamilton County, IN

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WINDERMERE (FIRST AMENDMENT)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDERMERE (FIRST AMENDMENT) (the "First Amendment") is made this 26th day of January, 1993, by Windermere Partners, an Indiana partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant established the Declaration of Covenants, Conditions, and Restrictions for Windermere, having recorded the same on the 8th day of December, 1992, as Instrument No. 92-48816 in the Office of the Recorder of Hamilton County, Indiana (the "Declaration"); and

WHEREAS, Declarant desires to now subject certain real estate and improvements to the Declaration thereby increasing the real estate subjected to the Declaration as contemplated by the Declaration.

NOW, THEREFORE, Declarant hereby makes this First Amendment to the Declaration, and the same is incorporated into the Declaration, as follows:

1. Declarant hereby subjects the real estate with the legal descriptions as set forth in EXHIBITS A, B, C, and D attached hereto and incorporated herein by reference (the "Real Estate") to the Declaration. This Real Estate is further identified pursuant to the plats recorded in the Office of the Recorder of Hamilton County, Indiana, as follows: the Woodlands at Windermere, Section I, Instrument No. 93-02062; the Woodlands at Windermere, Section II, Instrument No. 93-02063;

INSTR. # 9303551

Woods Edge at Windermere, Section I, Instrument No. 93-02060; and
Woods Edge at Windermere, Section II, Instrument No. 93-02061.

2. In all other respects the Declaration is hereby
ratified and confirmed.

IN WITNESS WHEREOF, the Declarant makes this First Amendment
to the Declaration on the date first above written.

WINDERMERE PARTNERS

By: *Timothy Peterson*
Timothy Peterson, Partner in
The Precedent, Partner

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

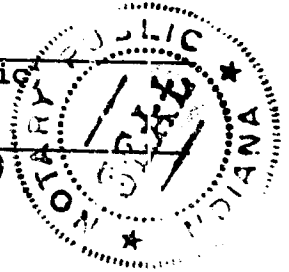
Before me, a Notary Public in and for said County and State,
personally appeared Timothy Peterson, a partner in The Precedent,
Partner in Windermere Partners, and acknowledged the execution of
the foregoing Supplemental Declaration of Covenants, Conditions,
and Restrictions for Windermere (First Amendment) and stated that
the representations therein contained are accurate.

WITNESS my hand and Notarial Seal this 26th day of
January, 1993.

Lynn R. Busby
Notary Public State of Indiana
Marion County

Lynn R. Busby
(Signature - Notary Public)

My Commission Expires May 17, 1995 (Name - Printed or Typed)



This instrument prepared by Paul F. Lottes, Attorney at Law, of
the Law Firm of Kightlinger & Gray, Suite 660, Market Square
Center, 151 North Delaware Street, Indianapolis, IN 46204.

EXHIBIT "A"

LEGAL DESCRIPTION
WOODS EDGE at WINDERMERE SECTION II

Part of the Northeast Quarter of the Southwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 8; thence North 00 degrees 08 minutes 55 seconds East along the East Line of said Southeast Quarter a distance of 94.87 feet to the point of beginning; thence continue North 00 degrees 08 minutes 55 seconds East along said East Line 437.65 feet;
thence North 89 degrees 51 minutes 05 seconds West 340.00 feet;
thence South 00 degrees 08 minutes 55 seconds West 226.11 feet;
thence South 35 degrees 03 minutes 14 seconds West 51.28 feet;
thence South 60 degrees 30 minutes 00 seconds West 90.00 feet;
thence South 51 degrees 07 minutes 25 seconds West 135.22 feet;
thence South 41 degrees 44 minutes 50 seconds West 90.00 feet;
thence South 51 degrees 45 minutes 39 seconds West 101.36 feet;
thence South 35 degrees 30 minutes 00 seconds West 195.97 feet;
thence South 24 degrees 11 minutes 24 seconds West 50.99 feet to the North Line of THE WOODLANDS at WINDERMERE SECTION II, an addition in Hamilton County;
thence South 54 degrees 30 minutes 00 seconds East (the next 2 calls being along said North Line) 127.63 feet to a tangent curve from which the radius point bears South 35 degrees 30 minutes 00 seconds West; thence Southeasterly along said curve an arc distance of 166.46 feet to a point from which the radius point bears North 90 degrees 00 minutes 00 seconds West, said curve having a radius of 175.00 feet; thence South 90 degrees 00 minutes 00 seconds East 50.00 feet to a non-tangent curve from which the radius point bears South 90 degrees 00 minutes 00 seconds West, said point also being on the West Line of WOODS EDGE at WINDERMERE SECTION I, an addition in Hamilton County; thence Northerly along said East Line and along said curve an arc distance of 12.99 feet to a point from which the radius point bears South 86 degrees 41 minutes 28 seconds West, said curve having a radius of 225.00 feet, said point also being on the North Line of said WOODS EDGE at WINDERMERE SECTION I; thence North 86 degrees 41 minutes 28 seconds East along said North Line a distance of 140.61 feet;
thence North 10 degrees 03 minutes 01 seconds West 118.69 feet;
thence North 41 degrees 44 minutes 50 seconds East 180.00 feet;
thence North 49 degrees 28 minutes 03 seconds East 159.98 feet;
thence North 60 degrees 30 minutes 00 seconds East 274.26 feet to the point of beginning and containing 8.54 acres more or less.

930355/

EXHIBIT "B"

LEGAL DESCRIPTION
THE WOODLANDS at WINDERMERE SECTION II

Part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence South 00 degrees 11 minutes 54 seconds West along the West Line of said Northeast Quarter 563.02 feet to the point of beginning; thence continue South 00 degrees 11 minutes 54 seconds West along said West Line 478.62 feet to the Northwest Corner of THE WOODLANDS at WINDERMERE SECTION I, thence North 70 degrees 00 minutes 00 seconds East (the next 6 calls being along the North and West Lines of said THE WOODLANDS at WINDERMERE SECTION I) 483.51 feet; thence North 56 degrees 41 minutes 22 seconds East 107.90 feet; thence North 05 degrees 34 minutes 38 seconds West 110.79 feet; thence North 00 degrees 00 minutes 00 seconds East 200.00 feet; thence South 90 degrees 00 minutes 00 seconds East 150.00 feet; thence North 00 degrees 00 minutes 00 seconds West 97.85 feet to a point on a tangent curve from which the radius point bears North 90 degrees 00 minutes 00 seconds West; thence Northwesterly along said curve an arc distance of 166.46 feet to a point from which the radius point bears South 35 degrees 30 minutes 00 seconds West, said curve having a radius of 175.00 feet; thence North 54 degrees 30 minutes 00 seconds West 127.63 feet; thence South 35 degrees 30 minutes 00 seconds West 280.00 feet; thence South 60 degrees 01 minutes 56 seconds West 251.54 feet; thence South 82 degrees 09 minutes 51 seconds West 125.43 feet to the point of beginning and containing 7.07 acres more or less.

930355/

LEGAL DESCRIPTION
WOODS EDGE at WINDERMERE SECTION 1

Part of the Northeast Quarter of the Southwest Quarter of Section 8, Township
17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township,
Hamilton County, Indiana and more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Southwest
Quarter of said Section 8; thence South 00 degrees 11 minutes 54 seconds West
along the West Line of said Northeast Quarter 1041.64 feet;
thence North 70 degrees 00 minutes 00 seconds East 483.51 feet;
thence North 56 degrees 41 minutes 22 seconds East 107.90 feet;
thence North 05 degrees 34 minutes 36 seconds West 110.79 feet;
thence North 00 degrees 00 minutes 00 seconds East 200.00 feet;
thence South 90 degrees 00 minutes 00 seconds East 150.00 feet;
thence North 00 degrees 00 minutes 00 seconds West 97.05 feet;
thence South 90 degrees 00 minutes 00 seconds East 50.00 feet to the point of
beginning; thence South 00 degrees 00 minutes 00 seconds East 372.05 feet to a
point on a tangent curve from which the radius point bears South 90 degrees 00
minutes 00 seconds East; thence Southeastly along said curve an arc distance
of 130.90 feet to a point from which the radius point bears North 70 degrees
00 minutes 00 seconds West, said curve having a radius of 375.00 feet;
thence South 20 degrees 00 minutes 00 seconds East 141.17 feet to a point on a
tangent curve from which the radius point bears North 70 degrees 00 minutes 00
seconds East; thence Southeastly along said curve an arc distance of 257.76
feet to a point from which the radius point bears North 16 degrees 17 minutes
45 seconds West, said curve having a radius of 275.00 feet;
thence South 76 degrees 20 minutes 37 seconds East 185.45 feet to the Southwest
corner of HERITAGE GREEN SECTION 1, an addition in Hamilton County as per
instrument number 92-49067 recorded in the Office of the Recorder of Hamilton
County, Indiana; thence North 28 degrees 11 minutes 21 seconds East (the next
5 calls being along the West Line of said HERITAGE GREEN SECTION 1) 40.00 feet;
thence North 41 degrees 07 minutes 39 seconds West 98.47 feet;
thence North 29 degrees 54 minutes 04 seconds West 220.43 feet;
thence North 27 degrees 17 minutes 35 seconds West 82.10 feet;
thence North 19 degrees 08 minutes 15 seconds West 87.25 feet;
thence South 55 degrees 42 minutes 01 seconds West 63.08 feet;
thence North 15 degrees 05 minutes 08 seconds East 77.11 feet;
thence North 00 degrees 00 minutes 00 seconds East 366.65 feet;
thence South 86 degrees 41 minutes 28 seconds West 140.61 feet to a point on a
non-tangent curve from which the radius point bears South 86 degrees 41 minutes
28 seconds West; thence Southerly along said curve an arc distance of 12.99
feet to a point from which the radius point bears North 90 degrees 00 minutes
00 seconds West, said curve having a radius of 225.00 feet, said point also
being the point of beginning and containing 3.70 acres more or less.

930355/
EXHIBIT "C"

LEGAL DESCRIPTION
THE WOODLANDS at WINDERMERE SECTION I

Part of the Southwest Quarter of Section 8, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence South 00 degrees 11 minutes 54 seconds West along the West Line of said Northeast Quarter 1041.64 feet to the point of beginning; thence continue South 00 degrees 11 minutes 54 seconds West along said West Line 124.42 feet; thence South 42 degrees 55 minutes 25 seconds East 55.37 feet to a non-tangent curve from which the radius point bears South 42 degrees 55 minutes 25 seconds East; thence Southwesterly along said curve an arc distance of 33.68 feet to a point from which the radius point bears South 51 Degrees 30 minutes 00 seconds East, said curve having a radius of 225.00 feet; thence South 38 degrees 30 minutes 00 seconds West 52.00 feet; thence South 51 degrees 30 minutes 00 seconds East 165.00 feet; thence South 89 degrees 48 minutes 05 seconds East 40.22 feet; thence North 45 degrees 21 minutes 12 seconds East 35.73 feet; thence North 70 degrees 00 minutes 00 seconds East 500.77 feet; thence South 35 degrees 33 minutes 57 seconds East 109.60 feet; thence North 60 degrees 34 minutes 49 seconds East 155.68 feet to a point on a non-tangent curve from which the radius point bears North 41 degrees 43 minutes 53 seconds East; thence Southeasterly along said curve an arc distance of 144.28 feet to a point from which the radius point bears North 16 degrees 17 minutes 45 seconds East, said curve having a radius of 325.00 feet; thence South 27 degrees 25 minutes 14 seconds West 105.24 feet to the Northwest Corner of Lakeside Green Section 1, an addition in Hamilton County as per instrument number 92-49066 recorded in the Office of the Recorder of Hamilton County, Indiana; thence North 82 degrees 17 minutes 39 seconds East (the next 3 calls being along the Northerly Line of said Lakeside Green Section 1) 143.56 feet; thence South 73 degrees 38 minutes 11 seconds East 74.01 feet; thence North 16 degrees 17 minutes 45 seconds East 110.00 feet to the Southwest Corner of Heritage Green Section 1, an addition in Hamilton County as per instrument number 92-49067 recorded in the Office of the Recorder of Hamilton County, Indiana; thence North 78 degrees 20 minutes 37 seconds West 185.45 feet to a point on a tangent curve from which the radius point bears North 16 degrees 17 minutes 45 seconds East; thence Northwesterly along said curve an arc distance of 257.76 feet to a point from which the radius point bears North 70 degrees 00 minutes 00 seconds East, said curve having a radius of 275.00 feet; thence North 20 degrees 00 minutes 00 seconds West 141.17 feet to a point on a tangent curve from which the radius point bears North 70 degrees 00 minutes 00 seconds East; thence Northerly along said curve an arc distance of 130.90 feet to a point from which the radius point bears North 90 degrees 00 minutes 00 seconds East, said curve having a radius of 375.00 feet; thence North 00 degrees 00 minutes 00 seconds West 372.85 feet; thence South 90 degrees 00 minutes 00 seconds West 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East 97.85 feet; thence North 90 degrees 00 minutes 00 seconds West 150.00 feet; thence South 00 degrees 00 minutes 00 seconds West 200.00 feet; thence South 05 degrees 34 minutes 38 seconds East 110.79 feet; thence South 56 degrees 41 minutes 22 seconds West 107.90 feet; thence South 70 degrees 00 minutes 00 seconds West 483.51 feet to the point of beginning and containing 9.04 acres more or less.

9303551

This Instrument Recorded JAN 27 1993
Sharon K. Cheny, Recorder, Hamilton County, IN

EXHIBIT "D"

7

9329272

**SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WINDERMERE (SECOND AMENDMENT)**

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR WINDERMERE (SECOND AMENDMENT)
(the "Second Amendment") is made this 18th day of June, 1993,
by Windermere Partners, an Indiana partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant established the Declaration of Covenants,
Conditions, and Restrictions for Windermere, having recorded the
same on the 8th day of December, 1992, as Instrument No. 92-48618
in the Office of the Recorder of Hamilton County, Indiana (the
"Declaration"); and

WHEREAS, Declarant amended the Declaration on January 16,
1993, having recorded the amendment as Instrument No. 93-01881 in
the Office of the Recorder of Hamilton County, Indiana, (the
"First Amendment"); and

WHEREAS, Declarant desires to now subject certain additional
real estate and improvements to the Declaration thereby
increasing the real estate subjected to the Declaration as
contemplated by the Declaration.

NOW, THEREFORE, Declarant hereby makes this Second Amendment
to the Declaration, and the same is incorporated into the
Declaration, as follows:

1. Declarant hereby subjects the real estate with the
legal descriptions as set forth in Exhibit "A" attached hereto
and incorporated herein by reference (the "Real Estate") to the
Declaration. This Real Estate is further identified pursuant to
the plat recorded in the Office of the Recorder of Hamilton

The instrument recorded 6-18-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

9329272

RECEIVED
MAY 18 1993

County, Indiana , as Lakeside Green at Windermere, Section II,
Instrument No. 9329271.

2. In all other respects the Declaration is hereby
ratified and confirmed.

IN WITNESS WHEREOF, the Declarant makes this Second
Amendment to the Declaration on the date first above written.

WINDERMERE PARTNERS

By *Timothy Peterson*
Timothy Peterson, Partner in
The Precedent, Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

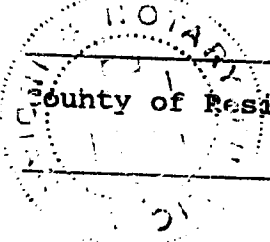
Before me, a Notary Public in and for said County and State,
personally appeared Timothy Peterson, a partner in
The Precedent, Partner in Windermere Partners, who acknowledged
the execution of the foregoing instrument, and who, having been
duly sworn, stated that any representations contained therein are
true.

Witness my hand and notarial seal this 18th day of
July, 1993.

My Commission Expires: _____

Signature *Lynn R. Busby*

Printed _____



County of Residence: _____

LYNN R. BUSBY
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP. MAY 17, 1997

This instrument prepared by Paul F. Lottes, Attorney at Law,
Kightlinger & Gray, Suite 660, Market Square Center, 151 North
Delaware Street, Indianapolis, IN 46204.

LEGAL DESCRIPTION
LAKESIDE GREEN at WINDERMERE SECTION II

Part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 17 North, Range 5 East, of the Second Principal Meridian, in Fall Creek Township Hamilton County, Indiana and described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of said Section 8, said point also being the Southwest Corner of LAKESIDE GREEN SECTION I, an addition in Hamilton County as per plat thereof recorded as instrument number 92-49066, Plat Cabinet No. 1, Slide No. 282 in the Office of the Recorder of Hamilton County, Indiana;

thence North 00 degrees 37 minutes 31 seconds West (an assumed bearing, also the next 13 calls being along said LAKESIDE GREEN SECTION I) 40.00 feet;

thence North 89 degrees 23 minutes 57 seconds East 229.79 feet;

thence North 44 degrees 23 minutes 50 seconds East 49.50 feet;

thence North 00 degrees 36 minutes 16 seconds West 197.00 feet;

thence North 06 degrees 36 minutes 52 seconds East 79.58 feet;

thence North 00 degrees 36 minutes 16 seconds West 85.05 feet;

thence South 89 degrees 23 minutes 44 seconds West 170.00 feet;

thence North 84 degrees 53 minutes 38 seconds West 50.25 feet;

thence South 89 degrees 23 minutes 44 seconds West 146.93 feet;

thence North 80 degrees 40 minutes 25 seconds West 71.37 feet;

thence North 73 degrees 48 minutes 54 seconds West 71.39 feet;

thence North 67 degrees 16 minutes 01 seconds West 71.39 feet;

thence North 58 degrees 49 minutes 30 seconds West 61.06 feet to the point of beginning;

thence North 63 degrees 30 minutes 00 seconds West 110.00 feet;

thence North 26 degrees 30 minutes 00 seconds East 120.00 feet;

thence North 05 degrees 00 minutes 26 seconds East 53.74 feet;

thence North 26 degrees 30 minutes 00 seconds East 120.00 feet;

thence North 63 degrees 30 minutes 00 seconds West 171.00 feet;

thence North 16 degrees 28 minutes 10 seconds East 44.07 feet;

thence North 03 degrees 22 minutes 50 seconds West 120.00 feet to a non-tangent curve from which the radius point bears North 03 degrees 22 minutes 50 seconds West;

thence Westerly along said curve an arc distance of 36.22 feet to a point from which the radius point bears North 01 degrees 30 minutes 08 seconds East, said curve having a radius of 425.00 feet;

thence North 01 degrees 30 minutes 08 seconds East 170.00 feet;

thence North 82 degrees 52 minutes 27 seconds East 123.79 feet to the Northwest corner of said LAKESIDE GREEN SECTION I;

thence South 09 degrees 10 minutes 00 seconds East (the next 8 calls being along the Westerly Line of said LAKESIDE GREEN SECTION I) 120.00 feet;

thence South 04 degrees 07 minutes 44 seconds West 51.38 feet;

thence South 09 degrees 10 minutes 00 seconds East 120.00 feet;

thence South 14 degrees 16 minutes 05 seconds West 113.47 feet;

thence South 63 degrees 30 minutes 00 seconds East 169.83 feet;

thence South 26 degrees 30 minutes 00 seconds West 120.00 feet;

thence South 09 degrees 04 minutes 48 seconds West 52.40 feet;

thence South 26 degrees 30 minutes 00 seconds West 120.00 feet to the point of beginning and containing 1.80 acres more or less.

This Instrument Recorded 6-18-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

EXHIBIT "A"

3329272

9331252

THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE (THIRD AMENDMENT)

RECEIVED
FOR RECORD

23 JUN 30 PM 1: 58

SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDERMERE (THIRD AMENDMENT) (the "Third Amendment") is made this 23rd day of June, 1993, by Windermere Partners, an Indiana partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant established the Declaration of Covenants, Conditions, and Restrictions for Windermere, having recorded the same on the 8th day of December, 1992, as Instrument No. 92-48616 in the Office of the Recorder of Hamilton County, Indiana (the "Declaration"); and

This Instrument Recorded JUN 16 1993
Sharon K. Cherry, Recorder, Hamilton County, IN

WHEREAS, Declarant amended the Declaration on January 26, 1993, having recorded the amendment as Instrument No. 93-02551 in the Office of the Recorder of Hamilton County, Indiana, (the "First Amendment"); and

WHEREAS, Declarant amended the Declaration on June 18th, 1993, having recorded the amendment as Instrument No. 93042012 in the Office of the Recorder of Hamilton County, Indiana, (the "Second Amendment"); and

WHEREAS, Declarant desires to now subject certain additional real estate and improvements to the Declaration thereby increasing the real estate subjected to the Declaration as contemplated by the Declaration.

NOW, THEREFORE, Declarant hereby makes this Third Amendment to the Declaration, and the same is incorporated into the Declaration, as follows:

1. Declarant hereby subjects the real estate with the legal description as set forth in Exhibit "A" attached hereto and

INSTR. # 9331252



incorporated herein by reference (the "Real Estate") to the Declaration. This Real Estate is further identified pursuant to the plat recorded in the Office of the Recorder of Hamilton County, Indiana, as The Woodlands at Windermere, Section III, Instrument No. 9331251.

2. In all other respects the Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant makes this Third Amendment to the Declaration on the date first above written.

WINDERMERE PARTNERS

By Timothy Peterson
Timothy Peterson, Partner in
The Precedent, Partner

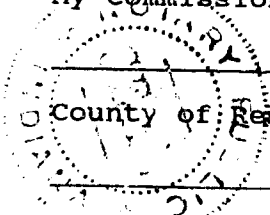
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Timothy Peterson, a partner in The Precedent, Partner in Windermere Partners, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and notarial seal this 25th day of June, 1993.

My Commission Expires: _____

Signature Lynn R. Esby
Printed _____



County of Residence: _____

LYNN R. ESBY
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP. MAY 17, 1997

This instrument prepared by Paul F. Lottes, Attorney at Law, Kightlinger & Gray, Suite 660, Market Square Center, 151 North Delaware Street, Indianapolis, IN 46204.

C:\DOC\PM4463RDSUPP - lac

9331252

EXHIBIT "A"

LEGAL DESCRIPTION
THE WOODLANDS at WINDERMERE SECTION III

Part of the Southwest Quarter of Section 8, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of said Section 8; thence South 89 degrees 21 minutes 01 seconds West along the South Line of said Southwest Quarter a distance of 875.20 feet to the point of beginning; thence continue South 89 degrees 21 minutes 01 seconds West 800.90 feet; thence North 00 degrees 11 minutes 54 seconds East 1599.06 feet; thence North 89 degrees 21 minutes 01 seconds East 350.00 feet to the West Line of THE WOODLANDS at WINDERMERE SECTION I, an addition in Hamilton County as per Instrument No. 93-02066, Plat Cabinet No. 1, Slide No. 292 as recorded in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 11 minutes 54 seconds West (the next 5 calls being along said West Line) 125.00 feet; thence South 42 degrees 55 minutes 25 seconds East 55.37 feet to a non-tangent curve from which the radius point bears South 42 degrees 55 minutes 25 seconds East; thence Southwesterly along said curve an arc distance of 33.68 feet to a point from which the radius point bears South 51 degrees 30 minutes 00 seconds East, said curve having a radius of 225.00 feet; thence South 38 degrees 30 minutes 00 seconds West 52.00 feet; thence South 51 degrees 30 minutes 00 seconds East 165.00 feet; thence South 30 degrees 18 minutes 11 seconds West 144.13 feet; thence South 00 degrees 11 minutes 54 seconds West 356.02 feet; thence South 06 degrees 40 minutes 59 seconds East 157.16 feet; thence South 38 degrees 00 minutes 56 seconds East 164.82 feet; thence South 43 degrees 00 minutes 00 seconds East 232.28 feet; thence South 50 degrees 55 minutes 06 seconds East 164.13 feet; thence South 00 degrees 38 minutes 59 seconds East 220.55 feet to the point of beginning and containing 18.19 acres more or less.

This Instrument Recorded 1993
Sharon K. Cherry, Recorder, Hamilton County, IN

933/252

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:54PM P2

Sent By: Harvard Title Searching;

7653490145;

Mar-20-00 10:10PM;

Page 9/10

MAR. 20. 2000 11:06AM CHICAGO TITLE

NO. 918 P. 3/4

INSTR. # 9303551

9303551

The Record Book, Vol. 17, 1999
New & Copy, Annual Assurances

SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS FOR WINDERMERE (FIRST AMENDMENT)

THIS SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDERMERE (FIRST AMENDMENT) (the "First Amendment") is made this 26th day of January, 1999, by Windermere Partners, an Indiana partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant established the Declaration of Covenants, Conditions, and Restrictions for Windermere, having recorded the same on the 28th day of December, 1992, as Instrument No. 92-46516 in the Office of the Recorder of Hamilton County, Indiana (the "Declaration"); and

WHEREAS, Declarant desires to now subject certain real estate and improvements to the Declaration thereby increasing the real estate subjected to the Declaration as contemplated by the Declaration.

NOW, THEREFORE, Declarant hereby amends this First Amendment to the Declaration, and the same is incorporated into the Declaration, as follows:

1. Declarant hereby subjects the real estate with the legal descriptions as set forth in EXHIBITS A, B, C, and D attached hereto and incorporated herein by reference (the "Real Estate") to the Declaration. This Real Estate is further identified pursuant to the plats recorded in the Office of the Recorder of Hamilton County, Indiana, as follows: the Woodlands at Windermere, Section 7, Instrument No. 93-03662; the Woodlands at Windermere, Section 12, Instrument No. 93-03663;

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:54PM P3

Woods Edge at Windmere, Section I, Instrument No. 93-02060; and
Woods Edge at Windermere, Section II, Instrument No. 93-02061.

2. In all other respects the Declaration is hereby
ratified and confirmed.

IN WITNESS WHEREOF, the Declarant makes this First Amendment
to the Declaration on the date first above written.

WINDERMERE PARTNERS

By: [Signature]
Timothy Peterson, Partner in
The Precedent, Partner

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

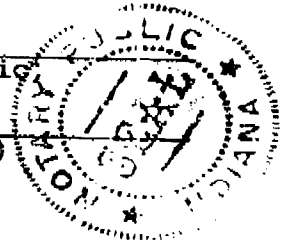
Before me, a Notary Public in and for said County and State,
personally appeared Timothy Peterson, a partner in The Precedent,
Partner in Windermere Partners, and acknowledged the execution of
the foregoing Supplemental Declaration of Covenants, Conditions,
and Restrictions for Windermere (First Amendment) and stated that
the representations therein contained are accurate.

WITNESS my hand and Notarial seal this 26th day of
January, 1993.

Lynn R. Busby
Notary Public State of Indiana
Marion County

[Signature]
(Signature - Notary Public)

My Commission Expires May 17, 1998 (Name - Printed or Typed)



This instrument prepared by Paul F. Lottes, Attorney at Law, of
the Law Firm of Kightlinger & Gray, Suite 660, Market Square
Center, 151 North Delaware Street, Indianapolis, IN 46204.

C:\DOC\FORMS\SUPP.DOC - 36

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:53PM P4

EXHIBIT "A"

LEGAL DESCRIPTION
WOODS EDGE at WINDERMERE SECTION II

Part of the Northeast Quarter of the Southwest Quarter and part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Southeast Corner of the Southeast Quarter of the Northwest Quarter of said Section 8; thence North 00 degrees 08 minutes 55 seconds East along the East Line of said Southeast Quarter a distance of 94.87 feet to the point of beginning; thence continue North 00 degrees 08 minutes 55 seconds East along said East Line 437.65 feet;
 thence North 89 degrees 51 minutes 05 seconds West 340.00 feet;
 thence South 00 degrees 08 minutes 55 seconds West 226.11 feet;
 thence South 35 degrees 03 minutes 14 seconds West 51.28 feet;
 thence South 60 degrees 30 minutes 00 seconds West 90.00 feet;
 thence South 51 degrees 07 minutes 25 seconds West 135.22 feet;
 thence South 41 degrees 44 minutes 50 seconds West 90.00 feet;
 thence South 51 degrees 45 minutes 39 seconds West 101.36 feet;
 thence South 35 degrees 30 minutes 00 seconds West 195.97 feet;
 thence South 24 degrees 11 minutes 24 seconds West 50.99 feet to the North Line of THE WOODLANDS at WINDERMERE SECTION II, an addition in Hamilton County;
 thence South 54 degrees 30 minutes 00 seconds East (the next 2 calls being along said North Line) 127.63 feet to a tangent curve from which the radius point bears South 35 degrees 30 minutes 00 seconds West; thence Southeasterly along said curve an arc distance of 166.45 feet to a point from which the radius point bears North 90 degrees 00 minutes 00 seconds West, said curve having a radius of 175.00 feet; thence South 90 degrees 00 minutes 00 seconds East 50.00 feet to a non-tangent curve from which the radius point bears South 90 degrees 00 minutes 00 seconds West, said point also being on the West Line of WOODS EDGE at WINDERMERE SECTION I, an addition in Hamilton County; thence Northerly along said East Line and along said curve an arc distance of 12.99 feet to a point from which the radius point bears South 86 degrees 41 minutes 28 seconds West, said curve having a radius of 225.00 feet, said point also being on the North Line of said WOODS EDGE at WINDERMERE SECTION I; thence North 86 degrees 41 minutes 28 seconds East along said North Line a distance of 140.61 feet;
 thence North 10 degrees 03 minutes 01 seconds West 118.69 feet;
 thence North 41 degrees 44 minutes 50 seconds East 180.00 feet;
 thence North 49 degrees 28 minutes 03 seconds East 159.98 feet;
 thence North 60 degrees 30 minutes 00 seconds East 274.26 feet to the point of beginning and containing 8.54 acres more or less.

9303551

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:55PM P5

EXHIBIT "B"

LEGAL DESCRIPTION
THE WOODLANDS at WINDERMERE SECTION II

Part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence South 00 degrees 11 minutes 54 seconds West along the West Line of said Northeast Quarter 563.02 feet to the point of beginning; thence continue South 00 degrees 11 minutes 54 seconds West along said West Line 478.62 feet to the Northwest Corner of THE WOODLANDS at WINDERMERE SECTION I, thence North 70 degrees 00 minutes 00 seconds East (the next 6 calls being along the North and West Lines of said THE WOODLANDS at WINDERMERE SECTION I) 483.51 feet; thence North 56 degrees 41 minutes 22 seconds East 107.90 feet; thence North 05 degrees 34 minutes 38 seconds West 110.79 feet; thence North 00 degrees 00 minutes 00 seconds East 200.00 feet; thence South 90 degrees 00 minutes 00 seconds East 150.00 feet; thence North 00 degrees 00 minutes 00 seconds West 97.65 feet to a point on a tangent curve from which the radius point bears North 90 degrees 00 minutes 00 seconds West; thence Northwesterly along said curve an arc distance of 166.46 feet to a point from which the radius point bears South 35 degrees 30 minutes 00 seconds West, said curve having a radius of 175.00 feet; thence North 54 degrees 30 minutes 00 seconds West 127.63 feet; thence South 35 degrees 30 minutes 00 seconds West 280.00 feet; thence South 60 degrees 01 minutes 56 seconds West 251.54 feet; thence South 82 degrees 09 minutes 51 seconds West 125.43 feet to the point of beginning and containing 7.07 acres more or less.

9303551

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:56PM P6

LEGAL DESCRIPTION
XXXX'S EDGE at WINDERMERE SECTION 1

Part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence South 00 degrees 11 minutes 54 seconds West along the West Line of said Northeast Quarter 1041.64 feet;
 thence North 70 degrees 00 minutes 00 seconds East 483.51 feet;
 thence North 56 degrees 41 minutes 22 seconds East 107.90 feet;
 thence North 05 degrees 34 minutes 38 seconds West 110.79 feet;
 thence North 00 degrees 00 minutes 00 seconds East 200.00 feet;
 thence South 90 degrees 00 minutes 00 seconds East 150.00 feet;
 thence North 00 degrees 00 minutes 00 seconds West 97.85 feet;
 thence South 90 degrees 00 minutes 00 seconds East 50.00 feet to the point of beginning; thence South 00 degrees 00 minutes 00 seconds East 372.85 feet to a point on a tangent curve from which the radius point bears South 90 degrees 00 minutes 00 seconds East; thence Southeasterly along said curve an arc distance of 130.90 feet to a point from which the radius point bears North 70 degrees 00 minutes 00 seconds West, said curve having a radius of 375.00 feet;
 thence South 20 degrees 00 minutes 00 seconds East 141.17 feet to a point on a tangent curve from which the radius point bears North 70 degrees 00 minutes 00 seconds East; thence Southeasterly along said curve an arc distance of 257.76 feet to a point from which the radius point bears North 16 degrees 17 minutes 45 seconds West, said curve having a radius of 275.00 feet;
 thence South 78 degrees 20 minutes 37 seconds East 185.45 feet to the Southwest corner of HERITAGE GREEN SECTION 1, an addition in Hamilton County as per instrument number 92-49087 recorded in the Office of the Recorder of Hamilton County, Indiana; thence North 28 degrees 11 minutes 21 seconds East (the next 5 calls being along the West Line of said HERITAGE GREEN SECTION 1) 40.88 feet;
 thence North 41 degrees 07 minutes 39 seconds West 98.47 feet;
 thence North 29 degrees 54 minutes 04 seconds West 220.43 feet;
 thence North 27 degrees 17 minutes 35 seconds West 82.10 feet;
 thence North 19 degrees 08 minutes 15 seconds West 87.25 feet;
 thence South 55 degrees 42 minutes 01 seconds West 63.00 feet;
 thence North 15 degrees 05 minutes 08 seconds East 77.11 feet;
 thence North 00 degrees 00 minutes 00 seconds East 366.65 feet;
 thence South 86 degrees 41 minutes 28 seconds West 140.61 feet to a point on a non-tangent curve from which the radius point bears South 86 degrees 41 minutes 28 seconds West; thence Southerly along said curve an arc distance of 12.99 feet to a point from which the radius point bears North 90 degrees 00 minutes 00 seconds West, said curve having a radius of 225.00 feet, said point also being the point of beginning and containing 3.70 acres more or less.

930355/
 EXHIBIT "C"

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:53PM P7

LEGAL DESCRIPTION
THE WOODLANDS at WINDERMERE SECTION 1

Part of the Southwest Quarter of Section 8, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of the Southwest Quarter of said Section 8; thence South 00 degrees 11 minutes 54 seconds West along the West Line of said Northeast Quarter 1041.64 feet to the point of beginning; thence continue South 00 degrees 11 minutes 54 seconds West along said West Line 124.42 feet; thence South 42 degrees 55 minutes 25 seconds East 55.37 feet to a non-tangent curve from which the radius point bears South 42 degrees 55 minutes 25 seconds East; thence Southwesterly along said curve an arc distance of 33.68 feet to a point from which the radius point bears South 51 Degrees 30 minutes 00 seconds East, said curve having a radius of 225.00 feet; thence South 38 degrees 30 minutes 00 seconds West 52.00 feet; thence South 51 degrees 30 minutes 00 seconds East 165.00 feet; thence South 89 degrees 48 minutes 05 seconds East 40.22 feet; thence North 45 degrees 21 minutes 12 seconds East 35.73 feet; thence North 70 degrees 00 minutes 00 seconds East 500.77 feet; thence South 35 degrees 33 minutes 57 seconds East 109.60 feet; thence North 60 degrees 34 minutes 49 seconds East 155.66 feet to a point on a non-tangent curve from which the radius point bears North 41 degrees 43 minutes 53 seconds East; thence Southeasterly along said curve an arc distance of 144.28 feet to a point from which the radius point bears North 16 degrees 17 minutes 45 seconds East, said curve having a radius of 325.00 feet; thence South 27 degrees 25 minutes 14 seconds West 105.24 feet to the Northwest Corner of Lakeside Green Section 1, an addition in Hamilton County as per Instrument number 92-49066 recorded in the Office of the Recorder of Hamilton County, Indiana; thence North 82 degrees 17 minutes 39 seconds East (the next 3 calls being along the Northerly Line of said Lakeside Green Section 1) 143.56 feet; thence South 73 degrees 38 minutes 11 seconds East 74.01 feet; thence North 16 degrees 17 minutes 45 seconds East 110.00 feet to the Southwest Corner of Heritage Green Section 1, an addition in Hamilton County as per Instrument number 92-49067 recorded in the Office of the Recorder of Hamilton County, Indiana; thence North 78 degrees 20 minutes 37 seconds West 185.45 feet to a point on a tangent curve from which the radius point bears North 16 degrees 17 minutes 45 seconds East; thence Northwesterly along said curve an arc distance of 257.76 feet to a point from which the radius point bears North 70 degrees 00 minutes 00 seconds East, said curve having a radius of 275.00 feet; thence North 20 degrees 00 minutes 00 seconds West 141.17 feet to a point on a tangent curve from which the radius point bears North 70 degrees 00 minutes 00 seconds East; thence Northerly along said curve an arc distance of 130.90 feet to a point from which the radius point bears North 90 degrees 00 minutes 00 seconds East, said curve having a radius of 375.00 feet; thence North 00 degrees 00 minutes 00 seconds West 372.85 feet; thence South 80 degrees 00 minutes 00 seconds West 50.00 feet; thence South 00 degrees 00 minutes 00 seconds East 97.85 feet; thence North 90 degrees 00 minutes 00 seconds West 150.00 feet; thence South 00 degrees 00 minutes 00 seconds West 200.00 feet; thence South 05 degrees 34 minutes 38 seconds East 110.79 feet; thence South 56 degrees 41 minutes 22 seconds West 107.90 feet; thence South 70 degrees 00 minutes 00 seconds West 403.51 feet to the point of beginning and containing 9.04 acres more or less.

9303551

This Instrument Recorded JAN 27 1999
Sharon K. Cherry, Recorder, Hamilton County, IN

EXHIBIT "D"

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:57PM P8

Sent By: Harvard Title Searching;

7659490146;

Mar-20-00 10:11PM;

Page 10/10

MAR 20 2000 11:06AM

CHICAGO TITLE

NO. 91B

P. 4/4

9329272

9329272

SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDERSHIRE (SECOND AMENDMENT)

THIS SECOND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDERSHIRE (SECOND AMENDMENT) (the "Second Amendment") is made this 18th day of June, 1999, by WINDERSHIRE PARTNERS, an Indiana partnership (the "Declarant").
WITNESSETH:

WHEREAS, Declarant established the Declaration of Covenants, Conditions, and Restrictions for Windershire, having recorded the same on the 1th day of December, 1993, as Instrument No. 93-18816 in the Office of the Recorder of Hamilton County, Indiana (the "Declaration"); and

WHEREAS, Declarant amended the Declaration on January 16, 1993, having recorded the amendment as Instrument No. 93-09881 in the Office of the Recorder of Hamilton County, Indiana, (the "First Amendment"); and

WHEREAS, Declarant desires to now subject certain additional real estate and improvements to the Declaration thereby increasing the real estate subjected to the Declaration as contemplated by the Declaration.

NOW, WHEREFORE, Declarant hereby makes this Second Amendment to the Declaration, and the same is incorporated into the Declaration, as follows:

1. Declarant hereby subjects the real estate with the legal descriptions as set forth in Exhibit "A" attached hereto and incorporated herein by reference (the "Real Estate") to the Declaration. This Real Estate is further identified pursuant to the plat recorded in the Office of the Recorder of Hamilton

RECEIVED
MAR 22 1999
MAR 22 1999
MAR 22 1999

The Instrument Numbered 93-18-1993
Recorded in the Office of the Recorder of Hamilton County, Indiana

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:57PM P9

County, Indiana , as Lakeside Green at Windermere, Section II,
Instrument No. 9329271

2. In all other respects the Declaration is hereby
ratified and confirmed.

IN WITNESS WHEREOF, the Declarant makes this Second
Amendment to the Declaration on the date first above written.

WINDERMERE PARTNERS

By [Signature]
Timothy Peterson, Partner in
The Precedent, Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

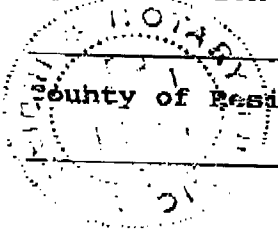
Before me, a Notary Public in and for said County and State,
personally appeared Timothy Peterson, a partner in
The Precedent, Partner in Windermere Partners, who acknowledged
the execution of the foregoing instrument, and who, having been
duly sworn, stated that any representations contained therein are
true.

Witness my hand and notarial seal this 18th day of
June, 1993.

My Commission Expires: _____

Signature [Signature]

Printed _____



LYNN R. BUSBY
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP. MAY 17, 1997

This instrument prepared by Paul F. Lottes, Attorney at Law,
Rightlinger & Gray, Suite 660, Market Square Center, 151 North
Delaware Street, Indianapolis, IN 46204.

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:53PM P10

**LEGAL DESCRIPTION
LAKESIDE GREEN at WINDERMERE SECTION II**

Part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 17 North, Range 5 East, of the Second Principal Meridian, in Fall Creek Township Hamilton County, Indiana and described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of said Section 8, said point also being the Southwest Corner of LAKESIDE GREEN SECTION I, an addition in Hamilton County as per plat thereof recorded as instrument number 92-49066, Plat Cabinet No. 1, Slide No. 282 in the Office of the Recorder of Hamilton County, Indiana;

thence North 00 degrees 37 minutes 31 seconds West (an assumed bearing, also the next 13 calls being along said LAKESIDE GREEN SECTION I) 40.00 feet;

thence North 89 degrees 23 minutes 57 seconds East 229.79 feet;

thence North 44 degrees 23 minutes 50 seconds East 49.50 feet;

thence North 00 degrees 36 minutes 16 seconds West 197.00 feet;

thence North 06 degrees 36 minutes 52 seconds East 79.58 feet;

thence North 00 degrees 36 minutes 16 seconds West 85.05 feet;

thence South 89 degrees 23 minutes 44 seconds West 170.00 feet;

thence North 84 degrees 53 minutes 38 seconds West 50.25 feet;

thence South 89 degrees 23 minutes 44 seconds West 146.93 feet;

thence North 80 degrees 40 minutes 25 seconds West 71.37 feet;

thence North 73 degrees 48 minutes 54 seconds West 71.39 feet;

thence North 67 degrees 16 minutes 01 seconds West 71.39 feet;

thence North 58 degrees 49 minutes 30 seconds West 61.06 feet to the point of beginning;

thence North 63 degrees 30 minutes 00 seconds West 110.00 feet;

thence North 26 degrees 30 minutes 00 seconds East 120.00 feet;

thence North 05 degrees 00 minutes 26 seconds East 53.74 feet;

thence North 26 degrees 30 minutes 00 seconds East 120.00 feet;

thence North 63 degrees 30 minutes 00 seconds West 171.00 feet;

thence North 16 degrees 28 minutes 10 seconds East 44.07 feet;

thence North 03 degrees 22 minutes 50 seconds West 120.00 feet to a non-tangent curve from which the radius point bears North 03 degrees 22 minutes 50 seconds West;

thence Westerly along said curve an arc distance of 36.22 feet to a point from which the radius point bears North 01 degrees 30 minutes 08 seconds East, said curve having a radius of 425.00 feet;

thence North 01 degrees 30 minutes 08 seconds East 170.00 feet;

thence North 82 degrees 52 minutes 27 seconds East 123.79 feet to the Northwest corner of said LAKESIDE GREEN SECTION I;

thence South 09 degrees 10 minutes 00 seconds East (the next 8 calls being along the Westerly Line of said LAKESIDE GREEN SECTION I) 120.00 feet;

thence South 04 degrees 07 minutes 44 seconds West 51.38 feet;

thence South 09 degrees 10 minutes 00 seconds East 120.00 feet;

thence South 14 degrees 16 minutes 05 seconds West 113.47 feet;

thence South 63 degrees 30 minutes 00 seconds East 169.83 feet;

thence South 26 degrees 30 minutes 00 seconds West 120.00 feet;

thence South 09 degrees 04 minutes 48 seconds West 52.40 feet;

thence South 26 degrees 30 minutes 00 seconds West 120.00 feet to the point of beginning and containing 1.80 acres more or less.

This Instrument Recorded 6-18-1993
Sharon K. Cherry, Recorder, Hamilton County, IN

EXHIBIT "A"

3329272

FROM : Paula Crumbo

FAX NO. : 3177731077

Mar. 21 1999 03:59PM P11

Sent By: Harvard Title Searching;

7663490145;

Mar-20-00 10:09PM;

Page 8/10

MAR. 20. 2000 11:06AM

CHICAGO TITLE

NO.91B

P.2/4

INSR # 931252

9331252

THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE (THIRD AMENDMENT)

RECEIVED
A RECORD

SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

THIS THIRD SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR WINDERMERE (THIRD AMENDMENT) is made this 4th day of June, 1999, by Windermere Partners, an Indiana partnership (the "Declarant").

WITNESSETH:

WHEREAS, Declarant established the Declaration of Covenants, Conditions, and Restrictions for Windermere, having recorded the same on the 4th day of December, 1991, as Instrument No. 91-4816 in the office of the Recorder of Hamilton County, Indiana (the "Declaration"); and

This instrument recorded JUN 16 1999
Sharon K. Cherry, Recorder, Hamilton County, IN

WHEREAS, Declarant amended the Declaration on January 28, 1993, having recorded the amendment as Instrument No. 93-03551 in the office of the Recorder of Hamilton County, Indiana, (the "First Amendment"); and

WHEREAS, Declarant amended the Declaration on June 18th, 1993, having recorded the amendment as Instrument No. 9309012 in the Office of the Recorder of Hamilton County, Indiana, (the "Second Amendment"); and

WHEREAS, Declarant desires to now subject certain additional real estate and improvements to the Declaration thereby increasing the real estate subjected to the Declaration as contemplated by the Declaration.

NOW, THEREFORE, Declarant hereby makes this Third Amendment to the Declaration, and the same is incorporated into the Declaration, as follows:

1. Declarant hereby subjects the real estate with the legal description as set forth in Exhibit "A" attached hereto and



FROM : Paula Crumbo

FAX NO. : 3177731077

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incorporated herein by reference (the "Real Estate") to the Declaration. This Real Estate is further identified pursuant to the plat recorded in the Office of the Recorder of Hamilton County, Indiana, as The Woodlands at Windermere, Section III, Instrument No. 9331251.

2. In all other respects the Declaration is hereby ratified and confirmed.

IN WITNESS WHEREOF, the Declarant makes this Third Amendment to the Declaration on the date first above written.

WINDERMERE PARTNERS

By Timothy Peterson
Timothy Peterson, Partner in
The Precedent, Partner

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

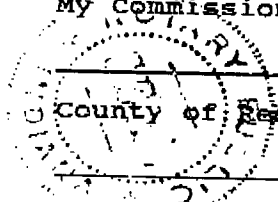
Before me, a Notary Public in and for said County and State, personally appeared Timothy Peterson, a partner in The Precedent, Partner in Windermere Partners, who acknowledged the execution of the foregoing instrument, and who, having been duly sworn, stated that any representations contained therein are true.

Witness my hand and notarial seal this 20th day of March, 1993.

My Commission Expires: _____

Signature Lynn R. Juby

Printed _____



County of Residence: _____

LYNN R. JUBY
NOTARY PUBLIC STATE OF INDIANA
MARION COUNTY
MY COMMISSION EXP. MAY 17, 1997

This instrument prepared by Paul F. Lottes, Attorney at Law, Kightlinger & Gray, Suite 660, Market Square Center, 151 North Delaware Street, Indianapolis, IN 46204.

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FROM : Paula Crumbo

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EXHIBIT "A"

LEGAL DESCRIPTION
THE WOODLANDS at WINDERMERE SECTION III

Part of the Southwest Quarter of Section 8, Township 17 North, Range 5 East of the Second Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Southeast Corner of the Southwest Quarter of said Section 8; thence South 89 degrees 21 minutes 01 seconds West along the South Line of said Southwest Quarter a distance of 875.20 feet to the point of beginning; thence continue South 89 degrees 21 minutes 01 seconds West 800.90 feet; thence North 00 degrees 11 minutes 54 seconds East 1599.06 feet; thence North 89 degrees 21 minutes 01 seconds East 350.00 feet to the West Line of THE WOODLANDS at WINDERMERE SECTION I, an addition in Hamilton County as per Instrument No. 93-02066, Plat Cabinet No. 1, Slide No. 292 as recorded in the Office of the Recorder of Hamilton County, Indiana; thence South 00 degrees 11 minutes 54 seconds West (the next 5 calls being along said West Line) 125.00 feet; thence South 42 degrees 55 minutes 25 seconds East 55.37 feet to a non-tangent curve from which the radius point bears South 42 degrees 55 minutes 25 seconds East; thence Southwesterly along said curve an arc distance of 33.68 feet to a point from which the radius point bears South 51 degrees 30 minutes 00 seconds East, said curve having a radius of 225.00 feet; thence South 38 degrees 30 minutes 00 seconds West 52.00 feet; thence South 51 degrees 30 minutes 00 seconds East 165.00 feet; thence South 30 degrees 18 minutes 11 seconds West 144.13 feet; thence South 00 degrees 11 minutes 54 seconds West 356.02 feet; thence South 06 degrees 40 minutes 59 seconds East 157.16 feet; thence South 38 degrees 00 minutes 56 seconds East 164.82 feet; thence South 43 degrees 00 minutes 00 seconds East 232.28 feet; thence South 50 degrees 55 minutes 06 seconds East 164.13 feet; thence South 00 degrees 38 minutes 59 seconds East 220.55 feet to the point of beginning and containing 18.19 acres more or less.

This Instrument Recorded 3/22/1999
Sharon K. Cherry, Recorder, Hamilton County, IN

9331252