

Instrument
200600017370

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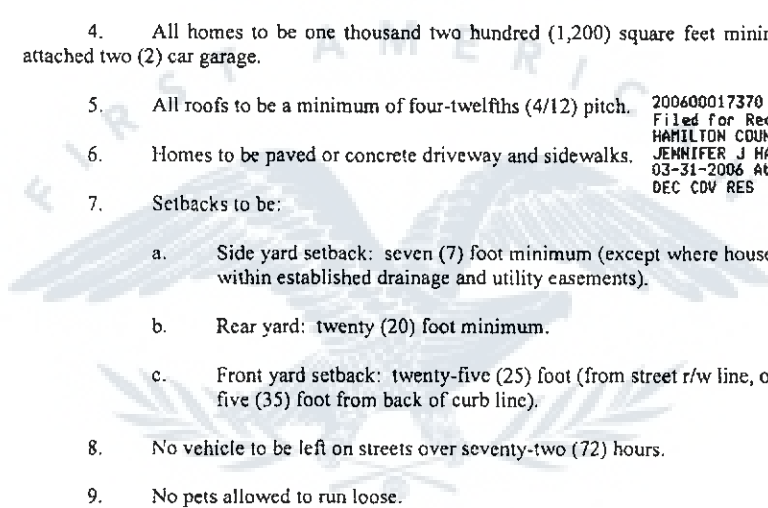
**DECLARATION OF PROTECTIVE COVENANTS
AND RESTRICTIONS FOR SHERIDAN ESTATES**

Ivan Keith Bailey, Secretary/Treasurer of R&B Development, Inc., hereby declares that R&B Development, Inc., is the Owner and Developer of Sheridan Estates, Sections 2A and 2B recorded as Instrument No. 200500080262 in Plat Cabinet 3 Slide 781 in the Office of the Recorder of Hamilton County, Indiana. The following Protective Covenants and Restrictions will apply to lots 51 through 121 of Sheridan Estates, Sections 2A and 2B.

**PROTECTIVE COVENANTS AND RESTRICTIONS FOR
SHERIDAN ESTATES, SECTIONS 1A AND 1B**

1. All housing to be approved by Developer until the addition is filled or all lots are sold. At that time, the Developer may relinquish its rights to the Homeowners Association.
2. The Homeowners Association is responsible for outbuildings, fences, collecting fees, decks, pools, and having any service work done.
3. A One Hundred Dollar (\$100.00) fee per year to be paid by each homeowner to the Association.
4. All homes to be one thousand two hundred (1,200) square feet minimum, with attached two (2) car garage.
5. All roofs to be a minimum of four-twelfths (4/12) pitch.
6. Homes to be paved or concrete driveway and sidewalks.
7. Setbacks to be:
 - a. Side yard setback: seven (7) foot minimum (except where house would be within established drainage and utility easements).
 - b. Rear yard: twenty (20) foot minimum.
 - c. Front yard setback: twenty-five (25) foot (from street r/w line, or thirty-five (35) foot from back of curb line).
8. No vehicle to be left on streets over seventy-two (72) hours.
9. No pets allowed to run loose.
10. No business allowed in homes, except those described in Sheridan Home Occupations in the Sheridan Zoning Ordinance.

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03-31-2006 At 02:56 pm.
DEC COV RES 14.00



11. Any signs in yard to be approved by Homeowners Association and Sheridan Zoning Board.

12. All homes and miscellaneous structures to meet all Sheridan zoning laws and the laws of the Sheridan Estates Homeowners Association.

13. No homes and miscellaneous structures shall interfere with or obstruct any regulated drainage easement. The Homeowner's Association shall cooperate in the enforcement of this provision as requested by the Hamilton County Drainage Board.

Dated: 3/8/06

R&B Development, Inc.

By: Ivan Keith Bailey
Ivan Keith Bailey, Secretary/Treasurer

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Ivan Keith Bailey, Secretary/Treasurer of R&B Developers, Inc., who acknowledged execution of the foregoing Declaration of Protective Covenants and Restrictions for Sheridan Estates to be his free act and voluntary deed, and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 8th day of March, 2006.

My Commission Expires:

David L. Walsh
(Signature - Notary Public)

County of Residence Hamilton



David L. Walsh
Comm. Exp. 1-11-2008
Res. of Marion Co. (Name - Printed or Typed)

This instrument was prepared by John J. Moore, Attorney at Law, of the Law Firm of Stark Doninger & Smith LLP, 50 South Meridian Street, Suite 700, Indianapolis, Indiana 46204, (317) 638-2400.

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HAMILTON COUNTY, INDIANA
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DEC COV RES 20.00

**DESIGNATION OF SUCCESSOR DECLARANT/DEVELOPER
UNDER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
FOR SHERIDAN ESTATES**

Cross-Reference: Declaration of Protective Covenants and Restrictions for Sheridan Estates, Sections 1A & 1B, Instrument No. 199909960483; Declaration of Protective Covenants and Restrictions for Sheridan Estates, Sections 2A & 2B, Instrument No. 200500080262.

THIS DESIGNATION OF SUCCESSOR DECLARANT/DEVELOPER UNDER DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR SHERIDAN ESTATES, is executed this 31st day of January, 2006, by R&B DEVELOPMENT, INC., an Indiana corporation ("Original Developer"), and accepted and consented to by C.P. MORGAN COMMUNITIES, L.P., an Indiana limited partnership ("Morgan").

Recitals:

A. On August October 15, 1999, the Original Developer recorded a document entitled "Declaration of Protective Covenants and Restrictions for Sheridan Estates," for Sections 1A & 1B of Sheridan Estates, in the office of the Recorder of Hamilton County, Indiana, as Instrument No. 199909960483; and on _____, the Original Developer recorded a document entitled "Declaration of Protective Covenants and Restrictions for Sheridan Estates," for Sections 2A & 2B of Sheridan Estates, in the office of the Recorder of Hamilton County, Indiana, as Instrument No. 200600017370 (collectively, the "Declaration").

B. Morgan has purchased or will purchase from Original Developer all or part of the real estate which is subject to the Declaration, and in connection therewith, the Original Developer desires to name Morgan as the "Declarant/Developer" under the terms of the Declaration.


Terms:

NOW THEREFORE, the Original Developer and Morgan hereby agree as follows:

1. The Original Developer hereby designates Morgan as the successor Declarant/Developer, as such term is described in the Declaration.
2. The Original Developer shall indemnify and hold Morgan harmless from and against all costs and damages (including attorneys' fees and court costs) (collectively, "Losses") incurred as a result of any breach of any representation or warranty by the Original Developer. In addition, the Original Developer shall indemnify and hold Morgan harmless from and against all Losses arising from or relating to the Original Developer's negligent acts or omissions in connection with development of the subdivision of which the Real Estate is a part, the construction of any improvements therein (including but not limited to single family residences constructed by the Original Developer or any affiliate thereof), and otherwise in connection with the sale of any lot or residence prior to the date of this Designation and within the subdivision of which the Real Estate is a part. All representations, warranties and indemnities set forth in this Designation shall survive the execution of this Designation.

IN WITNESS WHEREOF, the undersigned has caused this Designation to be executed as of the date written above.

R & B DEVELOPMENT, INC.
an Indiana corporation

By: 
Ivan Keith Bailey, President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

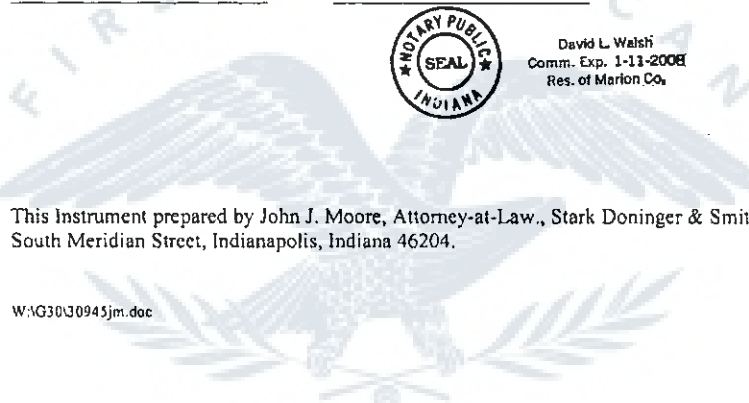
Before me, a Notary Public in and for said County and State, personally appeared Michelle Cooper, the Authorized Agent of C.P. Morgan Investment Co., Inc., the general partner of C.P. Morgan Communities, L.P., an Indiana limited partnership, who, having been duly sworn, executed the foregoing Designation of Successor Declarant/Developer for and on behalf of said partnership and stated that the representations contained therein are true.

Witness my hand and Notarial Seal this 8th day of March, 2006.

() Notary Public

My Commission Expires:

My County of Residence is:



This Instrument prepared by John J. Moore, Attorney-at-Law., Stark Doninger & Smith, Suite 700, 50 South Meridian Street, Indianapolis, Indiana 46204.

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