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CROSS REFERENCE

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DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

FOR

VILLAGE AT EAGLE CREEK
HORIZONTAL PROPERTY REGIME

MR J 001008584
COUNTY AUDITOR
MARION COUNTY AUDITOR



MAR 30 3 52 PM '87
REGISTRATION DEPARTMENT
MARION COUNTY AUDITOR

RECEIVED

MAR 30 1987
PIKE TOWNSHIP
ASSESSOR

0759d

DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
FOR
VILLAGE AT EAGLE CREEK
HORIZONTAL PROPERTY REGIME

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DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

Village at Eagle Creek
Horizontal Property Regime

This Declaration, made this _____ day of _____, 1987, by VILLAGE AT EAGLE CREEK, INC., an Indiana corporation (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to certain real estate, located in Marion County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Real Estate").

B. Declarant is the sole owner of the fee simple title to that portion of the Real Estate more particularly described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Tract" or "Phase I").

C. Declarant, by execution of this Declaration, hereby creates a Horizontal Property Regime upon the Tract, subject to the provisions of the Horizontal Property Law of the State of Indiana under the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Act" means the Horizontal Property Law of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.

(b) "Applicable Date" means the date determined pursuant to Section 3.02 of the By-Laws.

(c) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

(d) "Board of Directors" or "Board" means the governing body of the Corporation being the initial Board of Directors referred to in the By-Laws or any subsequent Board of Directors elected by the Members in accordance with the By-Laws of the Corporation.

(e) "Building" means any structure on the Tract in which one or more Condominium Units are located. The Buildings are more particularly described and identified on the Plans and in paragraph 3 of this Declaration. "Building" also includes any additional structure containing one or more Condominium Units which may be submitted and subjected to the Act and this Declaration by Supplemental Declaration as herein provided, and will be identified in Supplemental Declaration and on plans that will be filed therewith.

(f) "By-Laws" means the Code of By-Laws of the Corporation providing for the administration and management of the Property and restrictions on its use, as required by and in conformity with the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference.

(g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.

(h) "Common Expense" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Area and the Limited Areas (to the extent provided herein), and all sums lawfully assessed against the Members of the Corporation.

(i) "Condominium Unit" means each one of the living units constituting Village at Eagle Creek, each individual living unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration, and each additional living unit which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided. "Condominium Unit" includes the undivided

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interest in the Common Areas and Limited Areas appertaining to such unit.

(j) "Co-owners" means the owners of all the Condominium Units.

(k) "Corporation" means Village at Eagle Creek Homeowners Association, Inc., its successors and assigns, a not-for-profit corporation, whose Members shall be the Owners of Condominium Units, such Corporation being more particularly described in Paragraph 12 of this Declaration.

(l) "Declarant" means and refers to Village at Eagle Creek, Inc., an Indiana corporation, and any successors and assigns of it whom it designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to, any mortgagee acquiring title to any portion of the Tract pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(m) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration or those parts of the Common Areas limited to the use of certain Condominium Units.

(n) "Member" means a member of the Corporation.

(o) "Mortgagee" means the holder of a first mortgage lien on a Condominium Unit.

(p) "Village at Eagle Creek" means the name by which the Tract, which is the subject of this Declaration and which the Corporation manages, and the Horizontal Property Regime shall be known.

(q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Condominium Unit.

(r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Condominium Unit as specifically expressed in paragraphs 4 and 8 of this Declaration.

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(s) "Percentage Vote" means that percentage of the total vote accruing to all the Condominium Units which is appurtenant to each particular Condominium Unit and accrues to the Owner thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Condominium Unit.

(t) "Property" means the Tract and appurtenant easements, the Condominium Units, the Buildings, garages improvements and property of every kind and nature whatsoever, real, personal and mixed, located upon the Tract and used in connection with the operation, use and enjoyment of Village at Eagle Creek, but does not include the personal property of Owners.

(u) "Plans" means the floor and building plans and elevations of the Buildings and Condominium Units prepared by ESD Architects/Planners, Inc., certified by John D. Soellner, a registered architect, under date of March 24, 1987, and a site plan of the Tract and Buildings prepared by Mid-States Engineering, certified by Sol C. Miller, a registered professional engineer and surveyor, under date of March 24, 1987, all of which are incorporated herein by reference.

(v) "Phase I" means the real estate described in paragraph B of the recitals above.

(w) "Tract" means the real estate described in paragraph B of the recitals above and such other portions of the Real Estate which have, as of any given time, been subjected to the Act and this Declaration either by this Declaration or a supplemental declaration as herein provided.

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Buildings. There are two (2) Buildings each being two (2) stories in height containing sixteen (16) Condominium Units on the Tract as of the date hereof, as shown on the Plans. The Buildings are identified and referred to in the Plans and in the Declaration as Buildings 4230 and 4240.

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CROSS REFERENCE

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DECLARATION OF HORIZONTAL

PROPERTY OWNERSHIP

FOR

VILLAGE AT EAGLE CREEK
HORIZONTAL PROPERTY REGIME

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MARION COUNTY AUDITOR~~

FILED

APR - 8 1987

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Arthur L. Conrad
MARION COUNTY AUDITOR

~~MAR 30 3 52 PM '87~~

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APR 08 1987
PIKE TOWNSHIP
ASSESSOR

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MAR 30 1987
PIKE TOWNSHIP
ASSESSOR

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This document is being re-recorded to correct a scrivener's error on page 6

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DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
FOR
VILLAGE AT EAGLE CREEK
HORIZONTAL PROPERTY REGIME

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DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

Village at Eagle Creek
Horizontal Property Regime

This Declaration, made this _____ day of _____,
1987, by VILLAGE AT EAGLE CREEK, INC., an Indiana corporation
(the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to certain real estate, located in Marion County, Indiana, more particularly described in Exhibit A attached hereto and made a part hereof (hereinafter referred to as the "Real Estate").

B. Declarant is the sole owner of the fee simple title to that portion of the Real Estate more particularly described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Tract" or "Phase I").

C. Declarant, by execution of this Declaration, hereby creates a Horizontal Property Regime upon the Tract, subject to the provisions of the Horizontal Property Law of the State of Indiana under the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Act" means the Horizontal Property Law of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.

(b) "Applicable Date" means the date determined pursuant to Section 3.02 of the By-Laws.

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(c) "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Corporation, as hereinafter defined. The Articles of Incorporation are incorporated herein by reference.

(d) "Board of Directors" or "Board" means the governing body of the Corporation being the initial Board of Directors referred to in the By-Laws or any subsequent Board of Directors elected by the Members in accordance with the By-Laws of the Corporation.

(e) "Building" means any structure on the Tract in which one or more Condominium Units are located. The Buildings are more particularly described and identified on the Plans and in paragraph 3 of this Declaration. "Building" also includes any additional structure containing one or more Condominium Units which may be submitted and subjected to the Act and this Declaration by Supplemental Declaration as herein provided, and will be identified in Supplemental Declaration and on plans that will be filed therewith.

(f) "By-Laws" means the Code of By-Laws of the Corporation providing for the administration and management of the Property and restrictions on its use, as required by and in contormity with the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference.

(g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.

(h) "Common Expense" means expenses for administration of the Corporation, and expenses for the upkeep, maintenance, repair and replacement of the Common Area and the Limited Areas (to the extent provided herein), and all sums lawfully assessed against the Members of the Corporation.

(i) "Condominium Unit" means each one of the living units constituting Village at Eagle Creek, each individual living unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration, and each additional living unit which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided. "Condominium Unit" includes the undivided

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interest in the Common Areas and Limited Areas appertaining to such unit.

(j) "Co-owners" means the owners of all the Condominium Units.

(k) "Corporation" means Village at Eagle Creek Homeowners Association, Inc., its successors and assigns, a not-for-profit corporation, whose Members shall be the Owners of Condominium Units, such Corporation being more particularly described in Paragraph 12 of this Declaration.

(l) "Declarant" means and refers to Village at Eagle Creek, Inc., an Indiana corporation, and any successors and assigns of it whom it designates in one or more written recorded instruments, to have the rights of Declarant hereunder including, but not limited to, any mortgagee acquiring title to any portion of the Tract pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(m) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration or those parts of the Common Areas limited to the use of certain Condominium Units.

(n) "Member" means a member of the Corporation.

(o) "Mortgagee" means the holder of a first mortgage lien on a Condominium Unit.

(p) "Village at Eagle Creek" means the name by which the Tract, which is the subject of this Declaration and which the Corporation manages, and the Horizontal Property Regime shall be known.

(q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, who owns the fee simple title to a Condominium Unit.

(r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Condominium Unit as specifically expressed in paragraphs 4 and 8 of this Declaration.

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(s) "Percentage Vote" means that percentage of the total vote accruing to all the Condominium Units which is appurtenant to each particular Condominium Unit and accrues to the Owner thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Condominium Unit.

(t) "Property" means the Tract and appurtenant easements, the Condominium Units, the Buildings, garages improvements and property of every kind and nature whatsoever, real, personal and mixed, located upon the Tract and used in connection with the operation, use and enjoyment of Village at Eagle Creek, but does not include the personal property of Owners.

(u) "Plans" means the floor and building plans and elevations of the Buildings and Condominium Units prepared by ESD Architects/Planners, Inc., certified by John D. Soellner, a registered architect, under date of March 24, 1987, and a site plan of the Tract and Buildings prepared by Mid-States Engineering, certified by Sol C. Miller, a registered professional engineer and surveyor, under date of March 24, 1987, all of which are incorporated herein by reference.

(v) "Phase I" means the real estate described in paragraph B of the recitals above.

(w) "Tract" means the real estate described in paragraph B of the recitals above and such other portions of the Real Estate which have, as of any given time, been subjected to the Act and this Declaration either by this Declaration or a supplemental declaration as herein provided.

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Buildings. There are two (2) Buildings each being two (2) stories in height containing sixteen (16) Condominium Units on the Tract as of the date hereof, as shown on the Plans. The Buildings are identified and referred to in the Plans and in the Declaration as Buildings 4230 and 4240.

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MAY 14 1987

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SUPPLEMENTAL DECLARATION OF VILLAGE AT EAGLE CREEK TOWNSHIP
HORIZONTAL PROPERTY REGIME ASSESSOR

13

THIS SUPPLEMENTAL DECLARATION made this 8th day of May, 1987 by VILLAGE AT EAGLE CREEK, INC., an Indiana corporation ("Declarant"),

MAY 14 10 21 AM '87
RECORDED AT ASSessor
MARION COUNTY INDIANA

W I T N E S S E T H:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate located in Marion County, Indiana, to-wit:

See legal description attached hereto made a hereof and marked Exhibit A.

(Hereinafter referred to as Phase II.)

B. On the 30th day of March, 1987, Declarant executed a Declaration of Horizontal Property Ownership for Village at Eagle Creek Horizontal Property Regime which was recorded in the Office of the Recorder of Marion County, Indiana on the 30th day of March, 1987, as Instrument No. 87-0033372 (the "Declaration") and re-recorded on April 8, 1987 in the Office of the Recorder of Marion County, Indiana as Instrument No. 87-0037867 to correct a scrivener's error on page 6. Attached to the Declaration is the Code of By-Laws of Village at Eagle Creek Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase II is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Village at Eagle Creek Horizontal Property

MAY 14 1987
DULY ENTERED
FOR TAXATION
MARION COUNTY AUDITOR

Regime, incorporated into the Declaration and the Owners thereof become members of Village at Eagle Creek Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase II to the Tract of Village at Eagle Creek Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase II into Village at Eagle Creek Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase II and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Village at Eagle Creek Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase II hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(w) of the Declaration.

2. Description of Buildings. There shall be 3 Buildings containing 28 Condominium Units in Phase II as shown on the Supplemental Plans for Phase II. The Buildings are identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Buildings 4230, 4240 and

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4250. Village at Eagle Creek Horizontal Property Regime or the Tract now has 5 Buildings containing 44 Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Village at Eagle Creek Horizontal Property Regime, such Buildings being Buildings 4260, 4270, 4230, 4240 and 4250. The designation of 4236 as a Building on Exhibit C of the Declaration was a scrivener's error and should read 4260.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans include floor and building plans and elevations of the Buildings and Condominium Units prepared by ESD Architects/Planners, Inc. certified by John D. Soellner, a registered architect under the date of May 8, 1987, and a site plan of Phase II and Buildings thereon prepared by Mid-States Engineering Co., Inc., certified by Roger A. Fine, a registered professional surveyor under date of April 24, 1987, all of which

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is incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Marion County, Indiana in Horizontal Property Plan File, as of May 14, 1987 as Instrument No. 87-54457.

EXECUTED the day and year first above written.

VILLAGE AT EAGLE CREEK, INC.

BY Stephen Guttman, Pres.

ATTEST:

Loni [Signature]

STATE OF Ohio)
COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for said County and State, personally appeared Stephen Guttman and Loni's Guttman, by me known and by me known to be the President and Secretary, respectively, of Village at Eagle Creek, Inc., who acknowledged the execution of the foregoing "Supplemental Declaration of Village at Eagle Creek, Inc. Horizontal Property Regime" on behalf of said corporation.

Witness my hand and Notarial Seal this 8th day of May, 1987.

Patricia A. Lafferty
Notary Public

Patricia A. Lafferty
(Printed Signature)

My Commission Expires:

PATRICIA A. LAFFERTY,
Notary Public, State of Ohio
My Commission Expires July 10, 1991

My County of Residence:

Hamilton

This Instrument Prepared by Philip A. Nicely, Attorney at Law, Bose McKinney & Evans, 8900 Keystone Crossing, Suite 1101, Indianapolis, IN 46240.

87005-1-158

EXHIBIT A

MSE 286-026, 6340R-1
Task 3602
L. Ferrell, 5-4-87

THE VILLAGE AT EAGLE CREEK, PHASE II

LEGAL DESCRIPTION

Land being a part of the Northwest Quarter of Section 14, Township 16 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 14; thence North 90°00'00" East along the north line thereof 584.11 feet; thence South 26°55'00" West 56.07 feet; thence North 90°00'00" East parallel with said north line 53.45 feet to a point on the west right-of-way line of Eagle Creek Parkway; thence on the following four courses along said right-of-way line: 1) South 02°35'55" East 1004.40 feet to the point of curvature of a curve to the right having a central angle of 02°35'55" and a radius of 2221.83 feet; 2) southerly along said curve an arc distance of 100.77 feet (said arc being subtended by a chord having a bearing of South 01°17'58" East and a length of 100.76 feet); 3) South 00°00'00" East tangent 478.61 feet to the point of curvature of a curve to the left having a central angle of 06°32'17" and a radius of 888.51 feet; 4) Southerly along said curve an arc distance of 101.39 feet (said arc being subtended by a chord having a bearing of South 03°16'08" East and a length of 101.33 feet); thence South 89°53'43" West 104.11 feet to the Point of Beginning; thence continue South 89°53'43" West 341.76 feet; thence North 00°06'17" West 71.11 feet; thence North 59°12'25" West 67.87 feet; thence North 00°32'35" West 70.48 feet; thence North 89°44'24" East 283.94 feet to the west line of Village at Eagle Creek, Phase I, recorded as Instrument #87-33369 in the Office of the Recorder of Marion County, Indiana; thence South 00°06'17" West along said west line a distance of 182.99 feet to the Point of Beginning, containing 1.32 acres, more or less; subject to all highways, rights-of-way and easements.

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SCHEDULE OF PERCENTAGE INTEREST OF CONDOMINIUM UNITS
PHASE I AND II

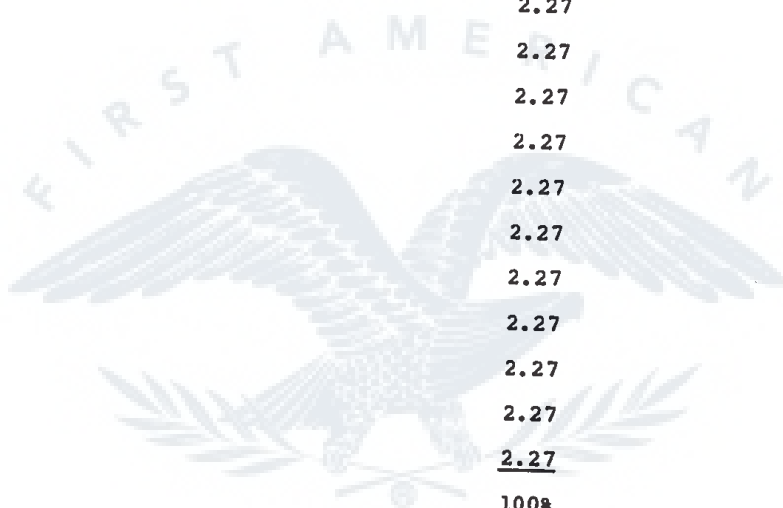
VILLAGE AT EAGLE CREEK HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
4260-1	2.27
4260-2	2.27
4260-3	2.27
4260-4	2.27
4260-5	2.27
4260-6	2.27
4260-7	2.27
4260-8	2.27
4270-1	2.27
4270-2	2.27
4270-3	2.27
4270-4	2.27
4270-5	2.27
4270-6	2.27
4270-7	2.27
4270-8	2.27
4230-1	2.27
4230-2	2.27
4230-3	2.27
4230-4	2.27
4230-5	2.27
4230-6	2.27
4230-7	2.27
4230-8	2.27
4240-1	2.27

87005-1-158

EXHIBIT B

4240-2	2.27
4240-3	2.27
4240-4	2.27
4240-5	2.27
4240-6	2.27
4240-7	2.27
4240-8	2.27
4240-9	2.27
4240-10	2.27
4240-11	2.27
4240-12	2.27
4250-1	2.27
4250-2	2.27
4250-3	2.27
4250-4	2.27
4250-5	2.27
4250-6	2.27
4250-7	2.27
4250-8	2.27
TOTAL	100%



87005-1158

EXHIBIT B

CONSENT OF MORTGAGEE

The undersigned, MURRAY GUTTMAN, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for 1,500,000 from The Village at Eagle Creek, Inc., to Murray Guttman, dated January 27, 1987, recorded October 16, 1986 as Instrument No. 86-0105185 in the Office the Recorder of Marion County, Indiana.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Village at Eagle Creek Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract (as defined in this Supplemental Declaration) shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

RECORDED & INDEXED
MAR 14 10 21 AM '87

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EXECUTED this 8th day of May, 1987.

MURRAY GUTTMAN

By Murray Guttman

ATTEST:

STATE OF Ohio)
COUNTY OF Hamilton) SS:

Before me, a Notary Public in and for said County and State, personally appeared Murray Guttman and N/A, by me known and by me known to be N/A, respectively, of The Provident Bank, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said Bank.

Witness my hand and Notarial Seal this 8th day of May, 1987.

Patricia A. Lafferty
Notary Public

Patricia A. Lafferty
(Printed signature)
PATRICIA A. LAFFERTY
Notary Public, State of Ohio
My Commission Expires July 10, 1991

My Commission Expires:

My County of Residence: Hamilton

This Instrument Prepared by Philip A. Nicely, 8900 Keystone Crossing, Suite 1101, Indianapolis, IN 46240

870054458

EXHIBIT A

MSE 286-026, 6340R-1
Task 3602
L. Ferrell, 5-4-87

THE VILLAGE AT EAGLE CREEK, PHASE II

LEGAL DESCRIPTION

Land being a part of the Northwest Quarter of Section 14, Township 16 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 14; thence North 90°00'00" East along the north line thereof 584.11 feet; thence South 26°55'00" West 56.07 feet; thence North 90°00'00" East parallel with said north line 53.45 feet to a point on the west right-of-way line of Eagle Creek Parkway; thence on the following four courses along said right-of-way line: 1) South 02°35'55" East 1004.40 feet to the point of curvature of a curve to the right having a central angle of 02°35'55" and a radius of 2221.83 feet; 2) southerly along said curve an arc distance of 100.77 feet (said arc being subtended by a chord having a bearing of South 01°17'58" East and a length of 100.76 feet); 3) South 00°00'00" East tangent 478.61 feet to the point of curvature of a curve to the left having a central angle of 06°32'17" and a radius of 888.51 feet; 4) Southerly along said curve an arc distance of 101.39 feet (said arc being subtended by a chord having a bearing of South 03°16'08" East and a length of 101.33 feet); thence South 89°53'43" West 104.11 feet to the Point of Beginning; thence continue South 89°53'43" West 341.76 feet; thence North 00°06'17" West 71.11 feet; thence North 59°12'25" West 67.87 feet; thence North 00°32'35" West 70.48 feet; thence North 89°44'24" East 283.94 feet to the west line of Village at Eagle Creek, Phase I, recorded as Instrument #87-33369 in the Office of the Recorder of Marion County, Indiana; thence South 00°06'17" West along said west line a distance of 182.99 feet to the Point of Beginning, containing 1.32 acres, more or less; subject to all highways, rights-of-way and easements.

87005-1158

CONSENT OF MORTGAGEE

The undersigned, PROVIDENT BANK, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for 1,500,000 from The Village at Eagle Creek, Inc., to PROVIDENT BANK, dated January 27, 1987, recorded February 10, 1987 as Instrument No. 87-15285 in the Office of the Recorder of Marion County, Indiana.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Village at Eagle Creek Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract (as defined in this Supplemental Declaration) shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

RECORDED
MAY 14 10 07 AM '87

870051158

EXHIBIT A

MSE 286-026, 6340R-1
Task 3602
L. Ferrell, 5-4-87

THE VILLAGE AT EAGLE CREEK, PHASE II

LEGAL DESCRIPTION

Land being a part of the Northwest Quarter of Section 14, Township 16 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 14; thence North 90°00'00" East along the north line thereof 584.11 feet; thence South 26°55'00" West 56.07 feet; thence North 90°00'00" East parallel with said north line 53.45 feet to a point on the west right-of-way line of Eagle Creek Parkway; thence on the following four courses along said right-of-way line: 1) South 02°35'55" East 1004.40 feet to the point of curvature of a curve to the right having a central angle of 02°35'55" and a radius of 2221.83 feet; 2) southerly along said curve an arc distance of 100.77 feet (said arc being subtended by a chord having a bearing of South 01°17'58" East and a length of 100.76 feet); 3) South 00°00'00" East tangent 478.61 feet to the point of curvature of a curve to the left having a central angle of 06°32'17" and a radius of 888.51 feet; 4) Southerly along said curve an arc distance of 101.39 feet (said arc being subtended by a chord having a bearing of South 03°16'08" East and a length of 101.33 feet); thence South 89°53'43" West 104.11 feet to the Point of Beginning; thence continue South 89°53'43" West 341.76 feet; thence North 00°06'17" West 71.11 feet; thence North 59°12'25" West 67.87 feet; thence North 00°32'35" West 70.48 feet; thence North 89°44'24" East 283.94 feet to the west line of Village at Eagle Creek, Phase I, recorded as Instrument #87-33369 in the Office of the Recorder of Marion County, Indiana; thence South 00°06'17" West along said west line a distance of 182.99 feet to the Point of Beginning, containing 1.32 acres, more or less; subject to all highways, rights-of-way and easements.

870054158

INDEX REFERENCE

1236d

870062878

RECEIVED

JUN 02 1987

PIKE TOWNSHIP
ASSESSOR

10
1950

SUPPLEMENTAL DECLARATION OF VILLAGE AT EAGLE CREEK
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 29 day
of May, 1987 by VILLAGE AT EAGLE CREEK, INC., an Indiana
corporation ("Declarant"),

MARION COUNTY AUDITOR
JUN 29 10 16 AM '87
FOR RECORDING

W I T N E S S E T H:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title
to the following described real estate located in Marion
County, Indiana, to-wit:

See legal description attached hereto made a part
hereof and marked Exhibit A.

(Hereinafter referred to as Phase III.)

B. On the 30th day of March, 1987, Declarant executed a
Declaration of Horizontal Property Ownership for Village at
Eagle Creek Horizontal Property Regime which was recorded in
the Office of the Recorder of Marion County, Indiana on the
30th day of March, 1987, as Instrument No. 87-0033377 (the
"Declaration") and re-recorded on April 8, 1987 in the Office
of the Recorder of Marion County, Indiana as Instrument No.
87-0037867 to correct a scrivener's error on page 6. Attached
to the Declaration is the Code of By-Laws of Village at Eagle
Creek Horizontal Property Regime. The Declaration and By-Laws
are incorporated herein by reference and all of the terms and
definitions as described therein are hereby adopted and shall
have the same meaning in this Supplemental Declaration.

C. Phase III is part of the Real Estate described in
paragraph A of the recitals of the Declaration. Paragraph 21

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of the Declaration provides that all or part of the Real Estate may be annexed to Village at Eagle Creek Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of Village at Eagle Creek Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase III to the Tract of Village at Eagle Creek Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase III into Village at Eagle Creek Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase III and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Village at Eagle Creek Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase III hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(w) of the Declaration.

2. Description of Buildings. There shall be 3 Buildings containing 28 Condominium Units in Phase III as shown on the Supplemental Plans for Phase III. The Buildings are

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identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Buildings 7230, 7220 and 7210. Village at Eagle Creek Horizontal Property Regime or the Tract now has 8 Buildings containing 72 Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Village at Eagle Creek Horizontal Property Regime, such Buildings being Buildings 4260, 4270, 4230, 4240, 4250, 7230, 7220 and 7210.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans include floor and building plans and elevations of the Buildings and Condominium Units prepared by ESD Architects/Planners, Inc. certified by John D. Soellner, a registered architect under the date of MAY 29, 1987 and a site plan of Phase III and Buildings thereon prepared by Mid-States Engineering Co., Inc., certified by Sol C. Miller, a registered professional surveyor under date of MAY 27, 1987, all of which is

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incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Marion County, Indiana in Horizontal Property Plan File, as of JUNE 2, 1987 as Instrument No. 87-62878.

EXECUTED the day and year first above written.

VILLAGE AT EAGLE CREEK, INC.

By Stephen Guttman, President
Its STEPHEN GUTTMAN

ATTEST:

Louis Guttman, Secretary

STATE OF OHIO)
)SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Stephen Guttman and Louis Guttman, by me known and by me known to be the President and Secretary, respectively, of Village at Eagle Creek, Inc., who acknowledged the execution of the foregoing "Supplemental Declaration of Village at Eagle Creek, Inc. Horizontal Property Regime" on behalf of said corporation.

Witness my hand and Notarial Seal this 24th day of May, 1987.



Lisa M. Hail
Notary Public

LISA M. HAIL
Notary Public, State of Ohio
My Commission Expires Oct. 18, 1990
(Printed Signature)

My Commission Expires: _____

My County of Residence: Hamilton

This Instrument Prepared by Philip A. Nicely, Attorney at Law, Bose McKinney & Evans, 8900 Keystone Crossing, Suite 1101, Indianapolis, IN 46240.

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THE VILLAGE AT EAGLE CREEK, PHASE III

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify that sheet 1 is true and correct, to the best of my knowledge and belief, representing a plan of development known as The Village at Eagle Creek, Phase III, more particularly described as follows:

Land being a part of the Northwest Quarter of Section 14, Township 16 North, Range 2 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said Northwest Quarter; thence North 90°00'00" East along the north line of said Northwest Quarter 584.11 feet; thence South 26°55'00" West 56.07 feet; thence North 90°00'00" East parallel with said north line 53.45 feet to a point on the west right-of-way line of Eagle Creek Parkway; thence the following three courses along said right-of-way line: 1) South 02°35'55" East 930.36 feet to the Point of Beginning; (2) continuing South 02°35'55" East 74.04 feet to the point of curvature of a curve concave having a central angle of 02°35'55" and a radius of 2221.83 feet; 3) Southerly along said curve an arc distance of 100.77 feet (said arc being subtended by a chord having a bearing of South 01°17'58" East and a length of 100.76 feet); thence South 90°00'00" West 370.00 feet; thence North 00°00'00" East 124.70 feet; thence North 38°12'32" East 63.63 feet; thence North 90°00'00" East 325.00 feet to the Point of Beginning, containing 1.453 acres, more or less; subject to highways, rights-of-way and easements.

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EXHIBIT A

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SCHEDULE OF PERCENTAGE INTEREST OF CONDOMINIUM UNITS
PHASE I, II & III

VILLAGE AT EAGLE CREEK HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
4260-1	1.39
4260-2	1.39
4260-3	1.39
4260-4	1.39
4260-5	1.39
4260-6	1.39
4260-7	1.39
4260-8	1.39
4270-1	1.39
4270-2	1.39
4270-3	1.39
4270-4	1.39
4270-5	1.39
4270-6	1.39
4270-7	1.39
4270-8	1.39
4230-1	1.39
4230-2	1.39
4230-3	1.39
4230-4	1.39
4230-5	1.39
4230-6	1.39
4230-7	1.39
4230-8	1.39
4240-1	1.39

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EXHIBIT B

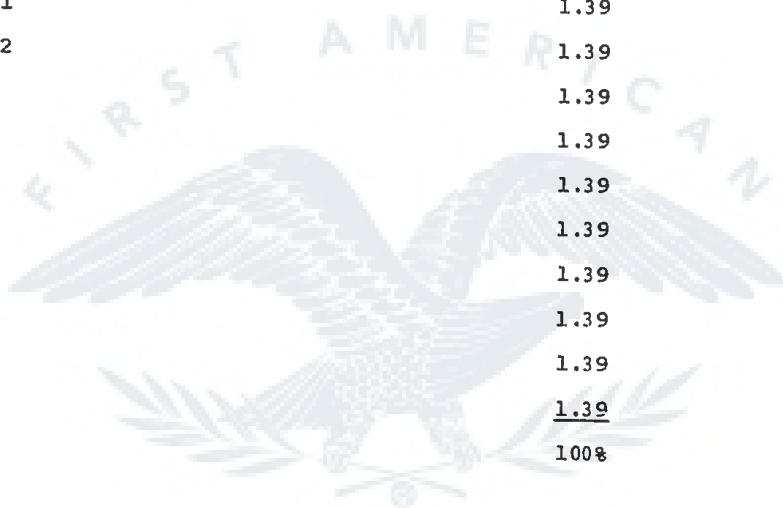
4240-2	1.39
4240-3	1.39
4240-4	1.39
4240-5	1.39
4240-6	1.39
4240-7	1.39
4240-8	1.39
4240-9	1.39
4240-10	1.39
4240-11	1.39
4240-12	1.39
4250-1	1.39
4250-2	1.39
4250-3	1.39
4250-4	1.39
4250-5	1.39
4250-6	1.39
4250-7	1.39
4250-8	1.39
7230-1	1.39
7230-2	1.39
7230-3	1.39
7230-4	1.39
7230-5	1.39
7230-6	1.39
7230-7	1.39
7230-8	1.39
7220-1	1.39
7220-2	1.39
7220-3	1.39

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EXHIBIT B

-2-

7220-4	1.39
7220-5	1.39
7220-6	1.39
7220-7	1.39
7220-8	1.39
7220-9	1.39
7220-10	1.39
7220-11	1.39
7220-12	1.39
7210-1	1.39
7210-2	1.39
7210-3	1.39
7210-4	1.39
7210-5	1.39
7210-6	1.39
7210-7	1.39
7210-8	<u>1.39</u>
TOTAL:	100%



870062578

EXHIBIT B

1238d

CONSENT OF MORTGAGEE

The undersigned, MURRAY GUTTMAN, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for 1,500,000 from The Village at Eagle Creek, Inc., to Murray Guttman, dated January 27, 1987, recorded October 16, 1986 as Instrument No. 86-0105185 in the Office of the Recorder of Marion County, Indiana

hereby consents to the recording of the above and foregoing Supplemental Declaration of Village at Eagle Creek Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract (as defined in this Supplemental Declaration) shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 29 day of May, 1987.

MURRAY GUTTMAN

By [Signature]
ITS MURRAY GUTTMAN

ATTEST:

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

870062878

Before me, a Notary Public in and for said County and State, personally appeared Murray Guttman and acknowledged the execution of the foregoing "Consent of Mortgagee" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 29 day of May, 1987.



LISA M. NAIL
Notary Public, State of Ohio
My Commission Expires Oct. 18, 1990.

[Signature]
Notary Public
(Printed Signature)

My Commission Expires: _____

My County of Residence: Hamilton

This Instrument Prepared by Philip A. Nicely, Attorney at Law, 8900 Keystone Crossing, Suite 1101, Indianapolis, IN 46240.

1240d

CONSENT OF MORTGAGEE

The undersigned, PROVIDENT BANK, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for 1,500,000 from The Village at Eagle Creek, Inc., to PROVIDENT BANK, dated January 27, 1987, recorded February 10, 1987 as Instrument No. 87-15285 in the Office of the Recorder of Marion County, Indiana

hereby consents to the recording of the above and foregoing Supplemental Declaration of Village at Eagle Creek Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract (as defined in this Supplemental Declaration) shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 29th day of May, 1987.

PROVIDENT BANK

BY Timothy J. Neville VP
ITS TIMOTHY J NEVILLE

ATTEST:

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

870062878

Before me, a Notary Public in and for said County and State, personally appeared Timothy J. Neville by me known and by me known to be the Vice President of The Provident Bank, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said bank.

Witness my hand and Notarial Seal this 29th day of May, 1987.

Cindy K. Held
Notary Public CINDY K. HELD
Notary Public, State of Ohio
By Commission Expires Dec. 15, 1991
(Printed Signature)

My Commission Expires: December 15, 1991

My County of Residence: Hamilton

This Instrument Prepared by Philip A. Nicely, Attorney at Law, 8900 Keystone Crossing, Suite 1101, Indianapolis, IN 46240.