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APPROVED 11-17-88
WASHINGTON TOWNSHIP ASSESSOR
BY: [Signature] Real Estate Dep.

CURTIS L. COONROD
MARION COUNTY AUDITOR

FIRST SUPPLEMENT TO
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF THE WOODS OF NORTH KESSLER

CROSS REFERENCE 934

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DULY ENTERED FOR TAXATION
This First Supplement is made this 17th day of November, 1988, by WOODS OF NORTH KESSLER ASSOCIATES, an Indiana limited partnership ("Developer").

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Recitals

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto and by reference made a part thereof (the "Additional Real Estate").
2. Developer executed that certain Declaration of Covenants, Conditions and Restrictions of The Woods of North Kessler on November 16, 1987, and recorded the same on December 3, 1987, as Instrument No. 87-138419, in the office of the Recorder of Marion County, Indiana (the "Declaration").
3. Developer reserved in said Declaration the right from time to time, acting alone, to subject certain additional real estate located within the tract described in Exhibit B to the Declaration to the provisions of the Declaration by execution and recordation in the office of the Recorder of Marion County, Indiana, of a supplemental declaration so annexing all or any part of such real estate to the "Real Estate" (as such term is defined in the Declaration).
4. The Additional Real Estate (as described in Exhibit A attached hereto) constitutes a part of the tract described in Exhibit B to the Declaration.

NOW, THEREFORE, Developer, in accordance with the rights reserved to it in the Declaration, makes this First Supplement as follows:

1. Definitions. All terms used in this First Supplement with initial capital letters (and not otherwise defined in this First Supplement) shall have the same meanings herein as in the Declaration (as the same may be amended or supplemented from time to time as therein provided). Accordingly, the Additional Real Estate shall hereafter for all purposes be included in the definition of Real Estate in the Declaration.

2. First Supplement to Declaration. Developer hereby expressly declares that the Additional Real Estate, together with all improvements of every kind and nature whatsoever located thereon, shall be annexed to the Real Estate and be subject to the provisions of the Declaration (as the same may be amended or supplemented from time to time as therein provided); and the Real

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BEITH O'LAUGHLIN
MARION COUNTY RECORDER

Estate is hereby expanded to include the Additional Real Estate, all as if the same had originally been included in the Declaration. The Additional Real Estate shall be hereafter held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented, used, improved and occupied subject to all of the provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens of the Declaration (as the same may be amended or supplemented from time to time as therein provided).

3. Effect of Covenants. All such provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, shall be covenants running with the land and shall be binding upon, and inure to the benefit of, the Developer and any other person or entity having any right, title or interest in the Real Estate, or any part thereof.

4. Declaration Continuous. Except as expressly supplemented by this First Supplement, the Declaration shall continue in full force and effect.

IN WITNESS WHEREOF, this First Supplement to Declaration has been executed by Developer as of the date first above written.

WOODS OF NORTH KESSLER ASSOCIATES,
an Indiana limited partnership

By: DAVIS DEVELOPMENT - WOODS OF
NORTH KESSLER, INC., an Indiana
corporation, its general partner

By: Dean S. Ziegler
Dean S. Ziegler,
Senior Vice-President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared Dean S. Ziegler, the Senior Vice-President of Davis Development - Woods of North Kessler, Inc., an Indiana corporation, the general partner of WOODS OF NORTH KESSLER ASSOCIATES, an Indiana limited partnership, who acknowledged the execution of the foregoing First Supplement to Declaration of Covenants, Conditions and Restrictions of The Woods of North Kessler for and on behalf of said corporation as the general partner of WOODS OF NORTH KESSLER ASSOCIATES.

WITNESS my hand and Notarial Seal this 17th day of November, 1988.

Kimberly J. Hutchinson
Notary Public
Kimberly J. Hutchinson
Printed Name

My commission expires:
2-1-91

I am a resident of
Hendricks County, Indiana.

This instrument was prepared by Mary K. Lisher, Baker & Daniels, 810 Fletcher Trust Building, Indianapolis, Indiana 46204.

EXHIBIT "A"
LEGAL DESCRIPTION
FOR
THE WOODS OF NORTH KESSLER SECTION II

I, the undersigned, do hereby certify the attached plat to be true and correct, to the best of my knowledge and belief, representing a survey of a part of the East Half of the Southwest Quarter of Section 16, Township 16 North, Range 3 East in Marlon County, Indiana, more particularly described as follows:

Beginning at the northeast corner of The Woods of North Kessler, Section I, the plat of which is recorded as Instrument No. 87-138420 in the Office of the Recorder of said County, said point also being the southwest corner of Tract C of a Warranty Deed which is recorded as Instrument No. 58-73260 in the Office of the Recorder of said County; thence on the following thirteen (13) courses along the easterly and northerly lines of said Section I: 1) South 89°50'59" West 571.05 feet; 2) North 11°57'11" West 128.10 feet; 3) South 78°02'49" West 65.16 feet; 4) North 11°57'11" West 50.00 feet; 5) South 78°02'49" West 70.00 feet; 6) North 11°57'11" West 195.27 feet; 7) South 79°40'49" West 61.85 feet; 8) North 02°54'01" West 129.50 feet; 9) South 88°38'37" West 61.46 feet; 10) North 01°21'23" West 25.71 feet; 11) North 21°31'21" West 105.70 feet to a point on a non-tangent curve concave southerly having a central angle of 10°31'35" and a radius of 125.00 feet; 12) westerly along said curve an arc distance of 22.97 feet (said arc being subtended by a chord having a bearing of South 71°59'15" West and a length of 22.93 feet); 14) North 15°28'03" West 218.79 feet to the centerline of 42nd Street; thence North 87°23'29" East along said centerline 480.03 feet to the northwest corner of Sun Meadow Addition, the plat of which is recorded in Plat Book 29, Page 421 in the Office of the Recorder of said County; thence on the following two (2) courses along the west and south lines of said Sun Meadow Addition: 1) South 00°30'54" East 423.69 feet to the southwest corner of said Sun Meadow Addition, said point also being on the south line of the Northeast Quarter of said Southwest Quarter; 2) North 89°50'59" East along said south line of the Northeast Quarter of said Southwest Quarter 551.01 feet to the southeast corner of Sun Meadow Addition, said point also being the southeast corner of the Northeast Quarter of said Southwest Quarter; thence South 00°03'48" East along the east line of said Southwest Quarter 123.05 feet, to the northeast corner of Tract C of said Warranty Deed; thence on the following two (2) courses along the north and west lines of said Tract C: 1) South 89°56'12" West 7.29 feet to the northwest corner of said Tract C; 2) South 00°24'14" East 256.96 feet to the Point of Beginning, containing 10.00 acres, more or less, subject to highways, rights-of-way and easements.

EXHIBIT "A"