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The Holcomb ESTATES
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DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
FOR
THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

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COUNTY AUDITOR

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October 11, 1984

DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP
FOR
THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

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DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

The Holcomb Estate
Horizontal Property Regime

This Declaration, made this 11th day of October, 1984, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

W I T N E S S E T H :

WHEREAS, the following facts are true:

A. Declarant is the sole owner of, or may hereafter acquire, the fee simple title to the real estate located in Marion County, Indiana, described in Exhibit A attached hereto and incorporated herein (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 incorporated herein (the "Tract").

C. Declarant, by execution of this Declaration, desires to create a Horizontal Property Regime upon the Tract, subject to the provisions of the Horizontal Property Law of the State of Indiana and 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 earliest of (i) December 31, 1991, or (ii) four (4) months after seventy-five percent (75%) of the Condominium Units that may be developed on the Real Estate have been conveyed to purchasers, or (iii) the date Declarant files of record in the office of the Recorder of Marion County, Indiana, an instrument waiving and releasing its reserved rights,

as set forth in Paragraph 16 of this Declaration, to expand or further expand The Holcomb Estate.

(c) "Association" means The Holcomb Estate Owners Association, Inc., an Indiana not-for-profit corporation, being the association of Co-owners of The Holcomb Estate more particularly described in Paragraph 12 hereof.

(d) "Board of Directors" or "Board" means the governing body of the Association, being the initial Board of Directors referred to in the By-Laws or subsequent Board of Directors elected by the Co-owners in accordance with the By-Laws.

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

(f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property, a true copy of which is attached to this Declaration and incorporated herein by reference.

(g) "Constitutional Majority" means those Owners eligible to cast not less than sixty-seven percent (67%) in the aggregate of the Percentage Vote eligible to be cast by the Co-Owners.

(h) "Common Areas" means the common areas and facilities defined in paragraph 6 of this Declaration.

(i) "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas (to the extent provided herein) and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.

(j) "Condominium Unit" means each one of the living units constituting The Holcomb Estate, 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 that may be submitted and subjected to the Act and this Declaration by

Supplemental Declarations as herein provided, together with the undivided interest in the Common Areas and Limited Areas appertaining to each such unit.

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

(l) "Declarant" means Holcomb Properties, an Indiana general partnership, 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 Property pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(m) "Insurance Trustee" means such bank with trust powers authorized to do business in Marion County, Indiana, as the Board of Directors may designate for the custody and disposition, as herein or in the By-Laws provided, of insurance proceeds and condemnation awards.

(n) "Limited Areas" means the limited common areas and facilities defined in Paragraph 7 of this Declaration.

(o) "Majority of Mortgagees" means those Mortgagees who hold first mortgages on Condominium Units to which are allocated at least fifty-one percent (51%) of the Percentage Vote allocated to Mortgaged Units.

(p) "Majority of Owners" and "Majority of the Percentage Vote" means the Owners entitled to cast more than fifty percent (50%) of the Percentage Votes in accordance with the applicable percentages set forth in this Declaration.

(q) "Mortgaged Unit" means a Condominium Unit that is subject to the lien of a mortgage held, insured or guaranteed by a Mortgagee.

(r) "Mortgagee" means the holder, insurer or guarantor of a first mortgage lien on a Condominium Unit who has requested notice in accordance with the provisions of Section 12.01 of the By-Laws.

(s) "Owner" means a Person who or which owns the fee simple title to a Condominium Unit.

(t) "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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(u) "Percentage Vote" means that percentage of the total vote accruing to all of the Condominium Units which is appurtenant to each particular Condominium Unit and accrues to the Owner thereof.

(v) "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

(w) "Plans" means (i) the floor and building plans and elevations of the initial Building and Condominium Units located on the Tract prepared and certified by James E. Dankert, a licensed professional engineer, under date of September 25, 1984, and (ii) a site plan of the Tract and Buildings prepared by Paul I. Cripe, Inc. and certified by James E. Dankert, a registered land surveyor, under date of September 25, 1984, all of which are incorporated herein by reference, as the same may be supplemented and amended to reflect the addition of Buildings and Condominium Units as contemplated by Paragraph 16.

(x) "Property" means the Tract and appurtenant easements, the Condominium Units, the Buildings, and all other improvements, and property of every kind and nature whatsoever, real, personal or mixed, located upon the Tract and used in connection with the operation, use and enjoyment of The Holcomb Estate, excluding the personal property of Owners.

(y) "Regime" means The Holcomb Estate Horizontal Property Regime created by this Declaration pursuant to the Act.

(z) "Restoration" means (re)construction or (re)building of the Buildings, the Condominium Units, the Common Areas and the Limited Areas to not less than the same condition as they existed immediately prior to any loss, damage or destruction with the same type of architecture and using, where appropriate, new materials of like kind and quality.

(aa) "supplemental Declaration" means any supplement or amendment to this Declaration that may be recorded by Declarant and that extends the provisions of this Declaration to any part of the Real Estate and contains such complementary or supplementary provisions for such part of the Real estate as are required or permitted by the Act or this Declaration.

(bb) "The Holcomb Estate" means the name by which the Property and Regime shall be known.

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(cc) "Tract" means the real estate described in Exhibit B and such other portions of the Real Estate as have, as of any given time, been subjected to the Act and this Declaration either by this Declaration or by 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 is one (1) Building containing five (5) Condominium Units on the Tract as of the date hereof, as shown on the Plans. Such Building is identified on the Plans as Building A. A description of the Building and the Condominium Units contained therein is set forth in Exhibit C, attached hereto and hereby made a part hereof by this reference.

4. Legal Description. Each Condominium Unit is identified on the Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for each Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Plans, and shall be stated as "Condominium Unit (with identifying number) in The Holcomb Estate Horizontal Property Regime".

5. Description of Condominium Units.

(a) Appurtenances. Each Condominium Unit shall consist of all space within the boundaries thereof, as hereinafter defined, and all portions of the Building situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Condominium Unit wherein the same are located, or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Condominium Unit or which may be necessary for the safety, support, maintenance, use, and operation of any of the Buildings or which are normally designed for common use; provided, however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Condominium Unit shall constitute a part of such Condominium Unit, whether or not the same are located within or partly within the boundaries of such Condominium Unit. The space within the basement, if any, under any Condominium Unit and the space within the garage connected to the Condominium Unit is considered a part of and for the exclusive use of the Condominium Unit. The interior

sides and surfaces of all doors and windows in the perimeter walls of a Condominium Unit, whether or not located within or partly within the boundaries of a Condominium Unit, and all interior walls (except load-bearing walls) and all of the floors and ceilings within the boundaries of a Condominium Unit, are considered part of the Condominium Unit.

(b) Boundaries. The boundaries of each Condominium Unit shall be as shown on the Plans without regard to the existing construction. The vertical boundaries shall run from the upper surfaces of the interior, unfinished surfaces of the lowest floors or subfloors to the interior unfinished surfaces of the highest ceilings and the horizontal boundaries shall be the interior, unfinished dry-wall surfaces of the common exterior and interior load-bearing walls (including the dry-wall, windows and doors) of each Condominium Unit. In the event any horizontal, vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling surface of the Condominium Unit because of inexactness of construction, settling after construction, Restoration, or for any other reason, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of the Owner of each Condominium Unit in and to such space lying outside of the actual boundary lines of the Condominium Unit, but within the appropriate wall, floor or ceiling surfaces of the Condominium Unit.

6. Common Area and Facilities. "Common Areas" means (1) the land portion of the Tract except as otherwise provided herein, (2) the foundations, roofs and exterior wall surfaces of the Buildings, (3) the yards, gardens, open spaces, landscaping, parks, woodland areas, sidewalks, driveways, and parking areas, except to the extent the same are otherwise classified and defined herein as Limited Areas, (4) central electricity, telephone, gas, water, and sanitary sewer lines or mains serving the Condominium Units, (5) exterior lighting fixtures and electrical service lighting the exterior of the Buildings and certain of the other Common Areas unless separately metered to a particular Condominium Unit, (6) master television antenna or other telecommunication system with connecting wiring and outlets to each Condominium Unit, if any, (7) pipes, ducts, insulation, electrical wiring and conduits and public utilities lines that serve more than one Condominium Unit, (8) the recreational facilities, if any, located on the

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Tract, (9) subfloors, ceilings and interiors of all structural walls, including all exterior perimeter and other load-bearing walls, walls between attached Condominium Units and walls between the garage and remainder of each Condominium Unit, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Areas, and (10) all structures, structural components, facilities and appurtenances located outside of the boundary lines of the Condominium Units, except those areas and facilities expressly classified and defined herein as Limited Areas or as part of the Condominium Unit.

7. Limited Areas and Facilities. Limited Areas and those Condominium Units to which use thereof is limited are as follows:

(a) The entranceways through which access to a Condominium Unit is obtained shall be limited to the use of the Condominium Unit served by such entranceway.

(b) Balconies, patios, decks and porches, if any, together with any area around such patio, deck or porch specifically shown and designated on the Plans and any fences and gates therein enclosing or surrounding the same, and the driveways and sidewalks serving a particular Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which there is direct access.

(c) Air conditioning compressors, if any, attached to, or located in, a Building are limited to the use of the Condominium Units to which they are connected.

(d) The exterior sides and surfaces of doors, windows and frames surrounding the same in the perimeter walls in each Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they appertain.

(e) Structural separations between Condominium Units or the space that would be occupied by such structural separations may become Limited Areas for the exclusive use of the Owner or Owners of the Condominium Units on either side thereof as provided in Paragraph 21.

(f) Any other areas designated and shown on the Plans as Limited Areas shall be limited to the Condominium Unit or Condominium Units to which they appertain as shown on the Plans.

8. Ownership of Common Areas and Percentage Interest.
Each Owner shall have an undivided interest in the Common Areas and Limited Areas equal to his Condominium Unit's Percentage

Interest. The Percentage Interest in the Common Areas and Limited Areas appertaining to each Condominium Unit is set forth in Exhibit D attached hereto and made a part hereof. The Percentage Interest of each Condominium Unit shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units that, from time to time, have been submitted and subjected to the Act and this Declaration as herein provided and that constitute a part of The Holcomb Estate. Except as otherwise provided or permitted herein, the Percentage Interest appertaining to each separate Condominium Unit in the Common Areas and Limited Areas shall be of a permanent nature and shall not be altered except in compliance with all requirements of the Act.

The Percentage Interest appertaining to each Condominium Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to The Holcomb Estate and the Condominium Association upon which the Co-owners are entitled to vote.

9. Encroachments and Easements for Common Areas. If, by reason of the location, construction, Restoration, settling or shifting of a Building, any Common Area or Limited Area now encroaches or shall hereafter encroach upon any Condominium Unit, then in such event, an easement shall be deemed to exist and run to the Co-owners and the Condominium Association for the maintenance, use and enjoyment of such Common Area or Limited Area.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Condominium Units and serving his Condominium Unit.

Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Condominium Unit and any Limited Area designated for use in connection therewith, and shall have the right to the horizontal and lateral support of his Condominium Unit. Such rights shall be appurtenant to and pass with the title to each Condominium Unit.

10. Casualty and Restoration. In the event of damage or destruction of the Property by fire or other cause, the following provisions shall be applicable:

(a) Partial Destruction. In the event that less than all of the Buildings are completely destroyed by the occurrence of fire or by other cause, then the Association shall cause the Property to be promptly repaired and restored in accordance with this Declaration and the original plans and specifications unless the approval of a

Majority of Mortgagees is obtained. The proceeds of the insurance carried by the Association shall be applied to the cost of such Restoration. If the insurance proceeds are not adequate to cover the cost of Restoration, or in the event there are no proceeds, the cost for restoring the damage shall be paid by all of the Owners of the Condominium Units directly affected by the damage in the proportion that the gross area of each affected Condominium Unit bears to the gross area of all affected Condominium Units. Condominium Units shall be deemed to be directly affected if, and only if, such Condominium Unit is located within the Building in which the fire or other damage occurs. If any Owner, or Owners, refuses or fails to make the required payments, the other Owners shall (or the Association, if such other Owners fail to do so) complete the Restoration and pay the cost thereof, and the costs attributable to the Owner or Owners who refuse or fail to make such payments at the time required by the Board of Directors shall become a lien on such defaulting Owner's Condominium Unit and may be foreclosed in the same manner as provided for the lien for Common Expenses.

(b) Restoration in the Event of Complete Destruction. In the event of complete loss or destruction of all the Buildings, this Horizontal Property Regime shall terminate, the Property shall be deemed owned in common by the Co-owners and the provisions of Section 21 of the Act shall apply.

(c) Determination of Complete Destruction. It shall be conclusively presumed that complete destruction of all Buildings did not occur unless it is determined by a Constitutional Majority and a Majority of the Mortgagees at a special meeting of the Association held within one hundred twenty (120) days following the date of damage or destruction that all Buildings have been completely destroyed.

11. Condemnation. If at any time or times during the continuance of this Regime, all or a part of the Property shall be taken or condemned by any Person with the power of eminent domain or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall be applicable:

(a) Representation. The Association, or the Insurance Trustee, if so appointed by the Association shall represent the Co-Owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the Common Areas, or part thereof, by the condemning authority. Each

Co-Owner hereby appoints the Association or its designee as attorney-in-fact for the purposes described in this subparagraph.

(b) Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Insurance Trustee as trustee for all Owners according to their respective interests therein.

(c) Total Taking. In the event that the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, this Horizontal Property Regime shall terminate. The Condemnation Award shall be apportioned among the Co-owners in accordance with their respective Percentage Interests and paid into separate accounts, each such account representing one Condominium Unit. Each such account shall remain in the name of the Insurance Trustee and shall be further identified by the legal description of the Condominium Unit and the name of the Owner. From each separate account the Insurance Trustee shall use and disburse the total amount of such accounts, without contribution from one account to the other, first to the payment of valid tax and special assessment liens on the Condominium Unit in favor of any governmental taxing or assessing authority, next to payment of any assessments made pursuant to this Declaration or the By-Laws, next to other holders of liens or encumbrances on the Condominium Unit in the order of priority of their liens, and the balance remaining, if any, to each respective Owner.

(d) Partial Taking. In the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, this Horizontal Property Regime shall not terminate. Each Owner shall be entitled to a share of the Condemnation Award to be determined in the following manner: As soon as practicable the Insurance Trustee shall, reasonably and in good faith, allocate the Condemnation Award among compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows:

(i) the total amount allocated to the taking of or injury to the Common Areas and Limited Areas shall be apportioned among the Owners in proportion to their respective Percentage Interests;

(ii) the total amount allocated to the severance damages shall be apportioned to the Owners of those Condominium Units that were not taken or condemned;

(iii) the respective amounts allocated to the taking of or injury to a particular Condominium Unit and/or improvements an Owner has made within his own Condominium Unit shall be apportioned to the Owner of the particular Condominium Unit involved; and

(iv) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Insurance Trustee determines to be equitable in the circumstances.

If an allocation of the Condemnation Award is already established in negotiation, judicial decree, or otherwise, then in allocating the Condemnation Award the Insurance Trustee shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made by the Insurance Trustee by checks payable jointly to the respective Owners and their respective Mortgagees, provided that, with respect to an Owner whose Condominium Unit was taken or condemned, there shall first be deducted therefrom and paid or applied by the Insurance Trustee as appropriate such Owner's pro-rata share of the expenses of the Insurance Trustee, the amounts of any valid tax or special assessment lien in favor of any governmental taxing or assessing authority and any assessments made pursuant to this Declaration or the By-Laws.

(e) Reorganization. In the event a partial taking results in the taking of a complete Condominium Unit, the Owner thereof shall automatically cease to be an Owner and a member of the Association. Thereafter, the Board of Directors shall reallocate to the remaining Owners, pro-rata, the Percentage Interest and Percentage Vote of such Owner. Such reallocation shall be submitted by the Board of Directors to the Owners of the remaining Condominium Units for approval by a Constitutional Majority thereof and appropriate amendment of this Declaration, but any such amendment to be effective must be approved by a Majority of Mortgagees.

(f) Restoration and Repair. Anything to the contrary in this Paragraph 11 notwithstanding, in the event that less than the entire Property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof and any Condominium Unit, Common Area or Limited Area may reasonably be restored or repaired, as determined

by an independent licensed architect or engineer employed by the Board of Directors for making such determination or by a majority of the Mortgagees, the amount, if any, of the Condemnation Award allocable to the taking of or injury to the Common Areas and Limited Areas and to severance damages shall be applied to the cost of Restoration or repair of such Common Area and/or Limited Area, and the amount, if any, allocable to the taking of or injury to a particular Condominium Unit that may be restored or repaired shall be applied to the cost of such Restoration or repair. If any amount of the Condemnation Award then remains, such amount shall be allocated and disbursed in accordance with the provisions of subparagraph (d) above. If the amount of the Condemnation Award is insufficient to cover the cost of any such Restoration or repair, the provisions of Paragraph 10(a) shall apply.

(g) Alternative Valuation in Event of Total Taking. In the event the amount of the Condemnation Award is determined in negotiation, judicial decree or otherwise according to the value of individual Condominium Units as separately determined, the Condemnation Award shall be apportioned, with respect to such Condominium Units, according to the values so determined and not in accordance with the respective Percentage Interests of the Owners; but if the value of the Common Areas and/or Limited Areas is determined separately, the amount of the Condemnation Award attributable thereto shall be allocated among the Owners in accordance with their respective Percentage Interests.

12. Association of Owners. Subject to the rights of Declarant reserved in Paragraph 19 hereof, the maintenance, repair, upkeep, replacement, administration, management and operation of the Property shall be by the Association. Each Owner shall, automatically upon becoming an owner of a Condominium Unit, be and become a member of the Association and shall remain a member until such time as his ownership ceases, but membership shall terminate when such Person ceases to be an Owner, and will be transferred to the new Owner.

The Association shall elect a Board of Directors annually (except for the Initial Board as defined in the By-Laws) in accordance with and as prescribed by the By-Laws. Each Owner shall be entitled to cast his Percentage Vote for the election of the Board of Directors, except for the Initial Board who shall serve for the period provided in the By-Laws. Each Person serving on the Initial Board, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member of the Association and

an Owner solely for the purposes of the Statute (as defined in the By-Laws) and of qualifying to act as a member of the Board of Directors and for no other purpose. No such Person serving on the Initial Board shall be deemed or considered a member of the Association nor an Owner for any other purpose (unless he is actually an Owner and thereby a member of the Association).

An individual designated by an Owner that is not a natural Person shall be deemed a member of the Association for the purpose of qualifying for membership on the Board of Directors.

The Board of Directors shall be the governing body of the Association, representing all of the Owners in providing for the management, administration, operation, maintenance, repair, replacement and upkeep of the Property (exclusive of the Condominium Units except to the extent herein or in the By-Laws otherwise provided).

13. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Condominium Units, the Common Areas and Limited Areas are set forth in the By-Laws, including the limitation that each of the Condominium Units shall be limited to residential use. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners and the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

Notwithstanding anything to the contrary contained herein or in the By-Laws, including but not limited to any covenants and restrictions set forth in the By-Laws, Declarant shall have, until the date described in Paragraph 16 hereof as the date upon which Declarant's right to expand the Property and The Holcomb Estate terminates, the right to use and maintain any Condominium Units owned by Declarant, such other portions of the Property (other than individual Condominium Units owned by persons other than Declarant) and any portions of the Real Estate not then part of the Tract, all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the renovation and sale of Condominium Units, or to promote or effect sales of Condominium Units or for the conduct of any business or activity attendant thereto, including, but not limited to, model Condominium Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business

offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Areas, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Property at any time.

14. Amendment of Declaration. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Directors or Owners having in the aggregate at least a majority of the Percentage Vote.

(c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.

(d) Adoption. Except as otherwise provided herein, any proposed amendment to this Declaration must be approved by a Majority of Owners.

(e) Restrictions on Amendments.

(i) The consent of a Constitutional Majority and the approval of Mortgagees holding first mortgages on Condominium Units to which at least sixty-seven (67%) of the Percentage Vote of Mortgaged Units appertain, shall be required to terminate the Regime.

(ii) The consent of a Constitutional Majority and the approval of a Majority of Mortgagees shall be required to amend materially any provisions of the Declaration, By-Laws or equivalent organizational documents of the Regime or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

(i) voting;

(ii) assessments, assessment liens or subordination of such liens;

(iii) reserves for maintenance, repair and replacement of the Common Areas;

(iv) insurance or fidelity bonds;

(v) rights to use of the Common Areas;

(vi) responsibility for maintenance and repair of the several portions of the Property;

(vii) expansion or contraction of the Regime or the addition, annexation or withdrawal of property to or from the Regime except as provided for in Paragraph 16,

(viii) boundaries of any Condominium Unit;

(ix) the interest in the Common Areas or Limited Areas;

(x) convertibility of Condominium Units into Common Areas or Common Areas into Condominium Units;

(xi) leasing of Condominium Units;

(xii) imposition of any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey his or her Condominium Unit.

(iii) The consent of a Constitutional Majority and the approval of a Majority of Mortgagees shall be required to amend any provisions included in the Declaration, By-Laws or the equivalent organizational documents of the Regime that are for the express benefit of Mortgagees.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association provided that any amendment requiring the consent of Declarant shall contain Declarant's signed consent. All amendments shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

(g) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Co-owners, the Association, the Board of Directors, any Mortgagees or any other Person to amend or supplement this Declaration from time to time if (i) such amendment or supplement is necessary to con-

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form this Declaration to the Act, as amended from time to time, (ii) such amendment or supplement is made to implement expansion of the Property and The Holcomb Estate pursuant to Declarant's reserved rights to so expand the same as set forth in Paragraph 16 hereof, or (iii) such amendment or supplement is made to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or any other public, quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (iv) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages, or (v) if such amendment or supplement is made to correct clerical or typographical errors. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph 14 on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage or other instrument affecting a Condominium Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendment, but the right of the Declarant to act pursuant to rights reserved or granted under this Paragraph 14 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate.

15. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Condominium Units shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Directors as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement that the provisions of this Declaration, the Act, the By-Laws and rules and regulations as each may be amended or supplemented from time to time are accepted and ratified by such Owner, tenant or 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All Persons who may occupy, use, enjoy or control a Condominium Unit or Condominium Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the

By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

16. Expandable Condominium and Declarant's Reserved Rights. The Holcomb Estate is and shall be an "expandable condominium", as defined in the Act, and Declarant expressly reserves the right and option to expand the Property and The Holcomb Estate in accordance with the provisions of the Act and the following provisions:

(a) The real estate described and defined herein as the Tract and described in Exhibit B is the real estate being subjected to the Regime by this Declaration and constitutes the first phase of the general plan of development of the Real Estate. The balance of the Real Estate is the area into which expansion of The Holcomb Estate may be made by Declarant. The maximum number of Condominium Units that may be developed on the Real Estate, including Condominium Units on the Tract as defined in this original Declaration, shall be one hundred (100). Subject to said limit as to the maximum number of Condominium Units to be developed on the Real Estate, The Holcomb Estate may be expanded by Declarant to include additional portions of the Real Estate in one (1) or more additional phases by the execution and recording of one (1) or more Supplemental Declarations; but no single exercise of such right and option of expansion as to any part or parts of the Real Estate shall preclude Declarant from thereafter from time to time further expanding The Holcomb Estate to include other portions of the Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Real Estate so long as such expansion is done on or before December 31, 1991. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand The Holcomb Estate beyond the Tract (as described in Exhibit B to this Declaration) or any other portions of the Real Estate that Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration by Supplemental Declarations as provided above.

(b) The Percentage Interest that will appertain to each Condominium Unit in The Holcomb Estate as The Holcomb Estate may be expanded from time to time by Declarant in accordance with the terms hereof (including the Percentage Interest that appertains to each of the Condominium Units included in this original Declaration) shall be equal and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units that, from time

to time, have been subjected and submitted to this Declaration and then constitute a part of The Holcomb Estate.

(c) Simultaneously with the recording of Supplemental Declarations expanding The Holcomb Estate, Declarant shall record new Plans as required by the Act. Such Supplemental Declarations shall also include provisions re-allocating Percentage Interests so that the Condominium Units depicted on such new Plans shall be allocated Percentage Interests in the Common Areas and Limited Areas on the same basis as the Condominium Units depicted in the prior Plans. Such reallocation of Percentage Interests shall vest when the Supplemental Declarations incorporating those changes has been recorded.

(d) When the Supplemental Declaration incorporating the addition of Condominium Units or expansion of Common Areas and Limited Areas, or both, is recorded, all liens including, but not limited to, mortgage liens shall be released as to the Percentage Interests in the Common Areas and Limited Areas described in this Declaration and shall attach to the reallocated Percentage Interests in the Common Areas and Limited Areas as though the liens had attached to those Percentage Interests on the date of the recordation of the mortgage or other lien. The Percentage Interests appertaining to additional Condominium Units being added by the Supplemental Declaration are subject to mortgage and liens upon the recordation of the Supplemental Declaration.

(e) In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to shift the Percentage Interest in the Common Areas and Limited Areas appurtenant to each Condominium Unit to the percentages set forth in each Supplemental Declaration recorded pursuant to this Paragraph 16. Each deed, mortgage or other instrument with respect to a Condominium Unit and the acceptance thereof shall be deemed a consent to and acknowledgement of, and grant of, (i) such power to said attorney-in-fact and (ii) the right pursuant to such power to shift and reallocate from time to time the percentages of ownership in the Common Areas and Limited Areas appurtenant to each Condominium Unit to the percentages set forth in each such recorded Supplemental Declaration.

(f) Each Owner of a Condominium Unit by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each recorded Supplemental Declaration, as follows:

(i) The portion of the Real Estate described in each such Supplemental Declaration shall be governed in all respects by the provisions of this Declaration.

(ii) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Condominium Unit shall automatically be shifted and reallocated to the extent set forth in each Supplemental Declaration and upon the recording thereof such Percentage Interests shall thereby be and be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each recorded Supplemental Declaration.

(iii) Each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed given subject to the conditional limitation that the Percentage Interest in the Common Areas and Limited Areas appurtenant to each Condominium Unit shall, upon the recording of each Supplemental Declaration, be divested pro tanto to the reduced percentage set forth in such Supplemental Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Condominium Units in accordance with the terms and percentages of each such recorded Supplemental Declaration.

(iv) A right of revocation is hereby reserved by the grantor in each deed, mortgage or other instrument affecting a Condominium Unit to so amend and reallocate the Percentage Interest in the Common Areas and Limited Areas appurtenant to each Condominium Unit.

(v) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Condominium Unit shall include and be deemed to include any additional Common Areas and Limited Areas included in land to which The Holcomb Estate is expanded by a recorded Supplemental Declaration and each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed to include such additional Common Areas and Limited Areas and the ownership of any such Condominium Unit and lien of any such mortgage shall automatically include and attach to such additional Common Areas and Limited Areas as such Supplemental Declarations are recorded.

(vi) Each Owner shall have a perpetual easement appurtenant to his Condominium Unit for the use of any additional Common Areas described in any recorded Supplemental Declaration, for the purposes therein set

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forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners (Limited Areas) of specific Condominium Units as may be provided in such Supplemental Declaration, and each Owner of a Condominium Unit described in any recorded Supplemental Declaration shall have a perpetual easement appurtenant to his Condominium Unit for the use of all Common Areas (except Limited Areas) described in this Declaration as supplemented or amended prior to the date of such recorded Supplemental Declaration.

(vii) The recording of any Supplemental Declaration shall not alter the amount of the lien for expenses assessed to or against a Condominium Unit prior to such recording.

(viii) Each Owner, by acceptance of the deed conveying his Condominium Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each Supplemental Declaration are and shall be deemed to be in accordance with the Act and, for the purposes of this Declaration and the Act, any change in the respective Percentage Interests in the Common Areas and Limited Areas as set forth in each Supplemental Declaration shall be deemed to be made by agreement of all Owners.

(ix) Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this Paragraph 16 to comply with the Act as it may be amended from time to time.

(g) In the event Declarant elects to expand the Property and The Holcomb Estate, all improvements constructed on that portion of the Real Estate added to the Tract (the "Expansion Parcel") shall be consistent with the improvements then located on the Tract in terms of the quality of construction and all such improvements shall be substantially completed before the Expansion Parcel is added to the Tract. No lien arising in connection with Declarant's ownership of, and construction of improvements on, the Expansion Parcel shall adversely affect the rights of existing Owners or the priority of first mortgages on Condominium Units in the existing Property. All taxes and other assessments relating to the Expansion Parcel covering any period prior to the additions of the Expansion Parcel shall be paid by or otherwise satisfactorily provided for by Declarant.

17. Granting of Easements. The Board of Directors is granted the authority to grant such easements upon such terms and conditions and for such consideration as they deem appropriate.

18. Reservation of Rights to the Use of the Common Areas.

(a) If, at any time, and from time to time, any portion of the Real Estate has not been subjected and submitted to this Declaration or to the Act by a Supplemental Declaration and such portion or portions of the Real Estate not so subjected to this Declaration or to the Act is/are developed with single or multi-family dwelling units (whether for rent or otherwise), then the owner or owners of such portions of the Real Estate shall have the benefit of the Common Areas or portions thereof, to include the use of all driveways and other roads and the recreational facilities, for the use of the Persons occupying such dwelling units upon the same terms and conditions as the use of such Common Areas by the owners of the Condominium Units, their families, tenants and guests. The owner or owners of such portions of the Real Estate shall then pay for the use of such facilities based on the cost of operation and maintenance of such facilities for the year of such usage and based on the number of dwelling units so entitled to use such facilities in the proportion that the number of dwelling units on the Real Estate exclusive of the Tract bears to the sum of (i) such number of dwelling units plus (ii) the number of Condominium Units. The owner or owners of such dwelling units shall make payments for the usage provided herein to the Association at the same time as the Owners of Condominium Units pay their assessments to the Association.

(b) Declarant shall have, and hereby reserves, an easement over, across, upon, along, in, through and under the Common Areas, including, to the extent necessary, the Limited Areas, for the purposes of installing, maintaining, repairing, replacing, relocating and otherwise servicing utility and telecommunication equipment, facilities and installations to serve the Property and any portions of the Real Estate that are not part of the Property, to provide access to and ingress and egress to and from the Property and to any such portions of the Real Estate that are not part of the Property, to make improvements to and within the Property and any such portions of the Real Estate that are not part of the Property, and to provide for the rendering of public and quasi-public services to the Property and such portions of the Real Estate that are not part of the Property. The foregoing easement shall be

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a transferable easement and Declarant may at any time and from time to time grant similar easements, rights or privileges to other Persons for the same purposes. By way of example, but not in limitation of the generality of the foregoing, Declarant, and others to whom Declarant may grant such similar easements, rights or privileges, may so use the Common Areas and, to the extent necessary, the Limited Areas, to supply utility and telecommunication services to the Property and any portions of the Real Estate that are not part of the Property and to permit public and quasi-public vehicles, including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, and their personnel to enter upon and use the drives and streets, the Common Areas and, to the extent necessary, the Limited Areas of The Holcomb Estate in the performance of their duties.

19. Initial Management. As set forth in the By-Laws, the initial Board of Directors consists and will consist of Persons selected by Declarant. The Board of Directors has entered, or may hereafter enter, into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) for a term which will expire not later than December 31, 1989, under which Declarant (or such affiliate of Declarant, as appropriate) will provide supervision, fiscal and general management and maintenance of the Common Areas and, to the extent the same is not otherwise the responsibility of Owners of individual Condominium Units, the Limited Areas, and, in general, perform all of the duties and obligations of the Association. Such management agreement is or will be subject to termination by Declarant (or its affiliate, as appropriate) at any time prior to the expiration of its term, in which event the Association shall thereupon and thereafter resume performance of all of its duties and obligations and functions. Notwithstanding anything to the contrary contained herein, so long as such management agreement remains in effect, Declarant (or its affiliate, as appropriate) shall have, and Declarant hereby reserves to and for its benefit (or to its affiliate, as appropriate), the exclusive right to manage the Property and to perform all the functions of the Association.

20. Limitation on Declarant's Liability for Assessments. So long as the management agreement between the Association and Declarant or its affiliate referred to in Paragraph 19 remains in effect, Declarant shall be responsible for only the amount of any deficit in the annual budget adopted by the Initial Board as may arise from time to time during the effectiveness of such management agreement and not for any Assessment based on Declarant's pro-rata share of Common Expenses, the responsibility of Declarant for Common Expenses during the period such

management agreement remains in effect being limited to such sum which, in addition to Assessments paid by other Owners, may be required to maintain and operate the Common Areas and, to the extent the same are not the responsibility of Owners of individual Condominium Units, the Limited Areas. The amount for which Declarant shall be liable during such period shall not include major physical alterations and other unusual expenditures not ordinarily anticipated in normal maintenance operations nor amounts to be contributed to the reserve for replacements and the general operating reserves to be established pursuant to Sections 6.04 and 6.05 of the By-Laws. Prior to the Applicable Date, Declarant shall bear all expenses incurred with respect to the Tract arising out of construction or other activities on any portion of the Real Estate not included in the Tract, including but not limited to road damage and clean-up of debris caused by construction traffic, connection to any utility lines or mains located on the Tract and damage to, or deterioration of, grass, trees, fences or other portions of the Property due to construction off site or the state of areas under development.

21. Sale, Lease or Other Transfer of Condominium Unit by Owners.

(a) Lease. It is in the best interests of all the Owners that those persons residing in The Holcomb Estate have similar proprietary interests in their Condominium Units and be Owners. For the purpose of maintaining the congenial and residential character of The Holcomb Estate, no Owner other than Declarant shall lease his Condominium Unit or enter into any other rental or letting arrangement for his Condominium Unit unless such lease is in writing and is for an initial period of at least six (6) months. Any such lease shall be made explicitly subject to the terms of this Declaration and the By-Laws.

(b) Sale. The Association shall have no right of first refusal to purchase any Condominium Unit which an Owner wishes to sell and an Owner may sell his Condominium Unit free of any such restriction.

22. Right to Combine Units. Two or more adjoining Condominium Units may be utilized by the Owner or Owners thereof as if they were one Condominium Unit and any walls, floors or other structural separations between any two such Condominium Units, or any space that would be occupied by such structural separations but for the utilization of the two Condominium Units as one Condominium Unit, may, for as long as the two Condominium Units are utilized as one, be utilized by the Owner or Owners of the adjoining Condominium Units as Limited Areas

except to the extent that any such structural separations are necessary or contain facilities necessary for the support, use or enjoyment of other parts of the Building of which they are a part. At any time, upon request of the Owner of one of such adjoining Condominium Units, any opening between the two Condominium Units that, but for joint utilization of the two Condominium Units, would have been occupied by a structural separation, shall be closed, at the equal expense of the Owners of each of the two Condominium Units, and the structural separations between the two Condominium Units shall thereupon become Common Areas.

23. Right of Action. Subject to the provisions of Paragraph 29, the Association and any aggrieved Owner shall have a right of action against any Owner or Owners for failure to comply with the provisions of the Declaration, By-Laws or any decision of the Association or its Board of Directors which are made pursuant to authority granted to the Association or its Board of Directors in such documents. Owners shall have a similar right against the Association.

24. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the By-Laws or the Act, or to comply with any provision of the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

25. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Condominium Unit.

26. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the attached By-Laws.

27. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include the masculine, feminine and neuter genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

28. Floor Plans. The Plans setting forth the layout, location, identification numbers, and dimensions of the Condominium Units and the Property are incorporated into this

Declaration by reference, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan file _____, as of October 11, 1984, as Instrument Number 84-79773.

29. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

HOLCOMB PROPERTIES

By


George P. Sweet
General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared George P. Sweet, known to me and known by me to be the General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Declaration of Horizontal Property Ownership for and on behalf of said partnership.

84 79773

WITNESS my hand and Notarial Seal this 11th day of
October, 1984.

For Leigh Wilson
Notary Public Residing in
Marion County

My Commission Expires:
August 13, 1986

For Leigh Wilson
(printed signature)

This instrument prepared by Tom Charles Huston, Attorney-at-law,
1313 Merchants Bank Building, Indianapolis, Indiana 46204.

84 79773

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Declaration and the submission of the Tract to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the above and foregoing Declaration, and exhibits attached thereto, and the documents incorporated therein. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership.

EXECUTED this 27 day of September, 1984.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By:

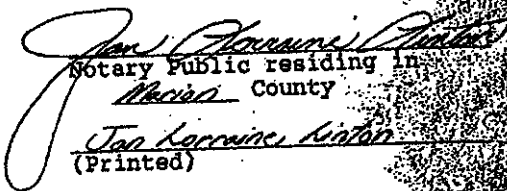
James A. Buell
James A. Buell
Assistant Vice President

84 79773

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State personally appeared James A. Bell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 27 day of September 1984.


Notary Public residing in
Marion County

Jan Lorraine Huston
(Printed)

My Commission Expires:
4-23-88

84 79773

This instrument was prepared by Tom Charles Huston, Attorney-at-Law, 1313 Merchants Bank Building, Indianapolis, Indiana 46204

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Declaration and the submission of the Tract to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the above and foregoing Declaration, and exhibits attached thereto, and the documents incorporated therein. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership.

EXECUTED this 8th day of October, 1984.

COMPUCOM DEVELOPMENT
CORPORATION

By: Hayes J. O'Brien
Hayes J. O'Brien
President

84 79773

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me a Notary Public in and for said County and State personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 8 day of October,
1984.



Susan K. Burford
Notary Public residing in
Marion County

Susan K. Burford
(Printed)

My Commission Expires:
6/27/87

84 79773

This instrument was prepared by Tom Charles Huston, Attorney-at-Law, 1313 Merchants Bank Building, Indianapolis, Indiana 46204

EXHIBIT B
LEGAL DESCRIPTION OF THE TRACT

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet; thence South 25 degrees 53 minutes 29 seconds East 96.00 feet; thence North 64 degrees 06 minutes 31 seconds East 60.00 feet to a curve having a radius of 75.00 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Northeasterly along said curve 47.56 feet to a point which bears South 62 degrees 13 minutes 29 seconds East from said radius point; thence North 27 degrees 46 minutes 31 seconds East 18.70 feet to a curve having a radius of 55.34 feet, the radius point of which bears South 62 degrees 13 minutes 29 seconds East; thence Easterly along said curve 47.01 feet to a point which bears North 13 degrees 33 minutes 29 seconds West from said radius point; thence North 76 degrees 26 minutes 31 seconds East 74.51 feet to a curve having a radius of 42.07 feet, the radius point of which bears South 13 degrees 33 minutes 29 seconds East; thence Easterly and Southerly along said curve 77.58 feet to a point which bears South 87 degrees 53 minutes 29 seconds East from said radius point; thence South 02 degrees 06 minutes 31 seconds West 54.00 feet to a curve having a radius 311.81 feet, the radius point of which bears South 87 degrees 53 minutes 29 seconds East; thence Southerly along said curve 152.38 feet to a point which bears South 64 degrees 06 minutes 31 seconds West from said radius point; thence South 25 degrees 53 minutes 29 seconds East 180.17 feet to the Point of Beginning; thence continue South 25 degrees 53 minutes 29 seconds East 31.46 feet to a curve having a radius of 80.26 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 140.98 feet to a point which bears South 15 degrees 15 minutes 14 seconds East from said radius point; thence South 74 degrees 44 minutes 46 seconds West 137.00 feet; thence North 15 degrees 15 minutes 14 seconds West 126.00 feet to a point which bears South 74 degrees 44 minutes 46 seconds West 210.08 feet from the point of beginning; thence North 74 degrees 44 minutes 46 seconds East 210.08 feet to the Point of Beginning, containing 0.59 acres, more or less.

Subject to and together with a 10.00 foot wide gas line easement recorded as Instrument #83-77761 in said Recorder's Office.

Also, subject to and together with a 20.00 foot wide water main easement recorded as Instrument #83-77973 in said Recorder's Office.

And, subject to and together with a 20.00 foot wide sewer easement recorded as Instrument #84-52812 in said Recorder's Office.

Together with a nonexclusive easement for ingress and egress over and across the following described real estate:

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Exhibit B

Legal Description of the Tract

Page 2

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet to the Point of Beginning; thence South 25 degrees 53 minutes 29 seconds East 96.00 feet; thence North 64 degrees 06 minutes 31 seconds East 60.00 feet to a curve having a radius of 75.00 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Northeasterly along said curve 47.56 feet to a point which bears South 62 degrees 13 minutes 29 seconds East from said radius point; thence North 27 degrees 46 minutes 31 seconds East 18.70 feet to a curve having a radius of 55.34 feet, the radius point of which bears South 62 degrees 13 minutes 29 seconds East; thence Easterly along said curve 47.01 feet to a point which bears North 13 degrees 33 minutes 29 seconds West from said radius point; thence North 76 degrees 26 minutes 31 seconds East 74.51 feet to a curve having a radius of 42.07 feet, the radius point of which bears South 13 degrees 33 minutes 29 seconds East; thence Easterly and Southerly along said curve 77.58 feet to a point which bears South 87 degrees 53 minutes 29 seconds East from said radius point; thence South 02 degrees 06 minutes 31 seconds West 54.00 feet to a curve having a radius 311.81 feet, the radius point of which bears South 87 degrees 53 minutes 29 seconds East; thence Southerly along said curve 152.38 feet to a point which bears South 64 degrees 06 minutes 31 seconds West from said radius point; thence South 25 degrees 53 minutes 29 seconds East 211.63 feet to a curve having a radius of 80.26 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 140.98 feet to a point which bears South 15 degrees 15 minutes 14 seconds East from said radius point; thence South 74 degrees 44 minutes 46 seconds West 137.00 feet; thence South 15 degrees 15 minutes 14 seconds East 22.00 feet; thence North 74 degrees 44 minutes 46 seconds East 137.00 feet to a curve having a radius of 102.26 feet, the radius point of which bears North 15 degrees 15 minutes 14 seconds West; thence Easterly and Northerly along said curve 179.62 feet to a point which bears North 64 degrees 06 minutes 31 seconds East from said radius point; thence North 25 degrees 53 minutes 29 seconds West 211.63 feet to a curve having a radius of 289.81 feet, the radius point of which bears North 64 degrees 06 minutes 31 seconds East; thence Northerly along said curve 141.63 feet to a point which bears North 87 degrees 53 minutes 29 seconds West from said radius point; thence North 02 degrees 06 minutes 31 seconds East 54.00 feet to a curve having a radius of 64.07 feet, the radius point of which bears North 87 degrees 53 minutes 29 seconds West; thence Northerly and Westerly; along said curve 118.16 feet to a point which bears North 13 degrees 33 minutes 29 seconds West from said radius point; thence South 76 degrees 26 minutes 31 seconds West 74.51 feet to a curve having a radius of 77.34 feet, the radius point of which bears South 13 degrees 33 minutes 29 seconds East; thence Westerly along said curve 65.69 feet to a point which bears North 62 degrees 13 minutes 29 seconds West from said radius point; thence South 27 degrees 46 minutes 31 seconds West 18.70 feet to a curve having a radius of 53.00 feet, the radius point of which bears North 62 degrees 13 minutes 29 seconds West; thence Southwesterly along said curve 33.61 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point, said point lies on a reverse curve having a radius of 20.00 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Westerly and Northwesterly along said curve 31.42 feet to a point which bears South 64 degrees 06 minutes 31 seconds West from said radius point; thence North 25 degrees 53 minutes 29 seconds West 54.00 feet to a point on the center line of said Cold Spring Road, said point bears North 64 degrees 06 minutes 31 seconds East 40.00 feet from the point of beginning; thence along said center line South 64 degrees 06 minutes 31 seconds West 40.00 feet to the Point of Beginning.

EXHIBIT C

DESCRIPTION OF BUILDING AND
CONDOMINIUM UNITS

The Building on the Tract as of the date of this Declaration is identified and referred to in the Plans as Building A. The Building is a one and two story structure constructed of brick veneer on wood frame.

Building A contains a total of five (5) separate Condominium Units, which consist of the following:

Unit A-1

2 story
Living Area - 1370 square feet
Garage - 470 square feet
(2 bedrooms, den and 2 1/2 baths)

Unit A-2

1 story
Living Area - 1490 square feet
Garage - 480 square feet
(2 bedrooms and 2 baths)

Unit A-3

2 story
Living Area - 1830 square feet
Garage - 475 square feet
(3 bedrooms and 2 1/2 baths)

Unit A-4

1 story
Living Area - 1354 square feet
Garage - 475 square feet
(2 bedrooms and 2 baths)

Unit A-5

2 story
Living Area - 1516 square feet
Garage - 478 square feet
(2 bedrooms, den and 2 1/2 baths)

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EXHIBIT D

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interest appertaining to each of the respective Condominium Units is 20.000% as of the date of this Declaration. Such Percentage Interests are subject to adjustment and alteration, upon expansion of The Holcomb Estate as provided in this Declaration.

FILED

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Henry G. Foshier
MARION COUNTY AUDITOR

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CODE OF BY-LAWS

OF

THE HOLCOMB ESTATE

HORIZONTAL PROPERTY REGIME

AND OF

THE HOLCOMB ESTATE OWNERS ASSOCIATION, INC.

RECEIVED FOR RECORD
BETH O. LAUGHLIN
RECORDS-MARION CO.
OCT 11 12 08 PM '84

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CODE OF BY-LAWS
OF THE HOLCOMB ESTATE HORIZONTAL PROPERTY REGIME
AND OF
THE HOLCOMB ESTATE OWNERS ASSOCIATION, INC.

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CODE OF BY-LAWS OF
THE HOLCOMB ESTATE HORIZONTAL PROPERTY REGIME
AND OF
THE HOLCOMB ESTATE OWNERS ASSOCIATION, INC.

ARTICLE I.

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration creating The Holcomb Estate Horizontal Property Regime to which these By-Laws are attached and made a part. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. Except as otherwise provided in Section 1.02 hereof, the definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to Paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association. These By-Laws shall also constitute the By-Laws of the Association.

Section 1.02. Additional Definitions. Notwithstanding any other definition in the Declaration, the following terms as used in these By-Laws shall have the following meanings:

(a) "Articles" means the Articles of Incorporation of the Association.

(b) "Assessment" means all sums lawfully assessed against the Owners or as declared or authorized by the Act, the Declaration, any Supplementary Declaration, the Articles, or these By-Laws.

(c) "Directors" means all the members of the Board of Directors and "Director" means any individual member thereof.

(d) "Initial Board" means those individuals appointed by Declarant as Directors pursuant to the power reserved to Declarant by Section 3.02 in their capacity as the Board of Directors.

(e) "Managing Agent" means a reputable and recognized professional property management agent employed by the Board pursuant to Section 3.06.

(f) "Majority Vote" means a majority of the Percentage Vote present and voting at any duly constituted meeting of the Members.

(g) "Member" means a member of the Association and "Members" means more than one member of the Association.

(h) "Regular Assessment" means the Assessment levied pursuant to Section 6.02.

(i) "Special Assessment" means the Assessment levied pursuant to Section 6.03.

(j) "Statute" means the Indiana Not-for-Profit Corporation Act of 1971, as the same may be amended from time to time.

Section 1.03. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other Person that might use or occupy a Condominium Unit or any part of the Property, shall be subject to the restrictions, terms and conditions set forth in the Declaration, the Articles, these By-Laws and the Act, and to any rules and regulations adopted by the Board as herein provided.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, the meetings of the Co-owners shall be held for the purpose of electing the Board (subject to the provisions of Section 3.02 hereof), approving the annual budget, providing for the collection of Common Expenses and for such other purposes as may be required by the Declaration, the Articles, these By-Laws, the Act or the Statute.

Section 2.02. Annual Meetings. The annual meeting of the Members shall be held on the first Tuesday of April in each calendar year. At the annual meeting, the Owners shall (subject to the provisions of Section 3.02 hereof) elect the Board of Directors in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the Members may be called by resolution of the Board or upon a written petition of Owners who have not less than ten percent (10%) of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association (references herein to an officer shall be to that officer of the Association) and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the Members shall be held at any suitable place in Marion County, Indiana, as may be designated by the Board. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary to each Member entitled to vote thereat not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units and not otherwise. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Association with its name and address in accordance with Section 12.01 of these By-Laws. Attendance at any meeting in person by agent or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. All Persons who own a Condominium Unit shall jointly (and not severally) be entitled to cast one vote for each Condominium Unit they own on each matter coming before the meeting as to which they are entitled to vote.

(b) Multiple Owner. Where the Owner of a Condominium Unit constitutes or consists of more than one Person, or is a partnership, there shall be only one voting representative entitled to all of the Percentage Vote allocable to that Condominium Unit. At the time of acquisition of title to a Condominium Unit by a multiple Owner or a partnership, those Persons constituting such Owner or the partners shall file with the Secretary an irrevocable proxy appointing one of such Persons or partners as the voting representative for such Condominium Unit, which shall remain in effect until all of those Persons constituting such multiple Owner or a majority of the partners in such partnership designate another voting representative in writing, or such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction or

the Owner no longer owns such Condominium Unit. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Condominium Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the board of directors of such corporation may cast the vote to which the corporation is entitled. The secretary of the corporation or a trustee of the trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary stating who is authorized to vote on behalf of said corporation or trust.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Secretary prior to the commencement of the meeting.

(e) Pledges. If the vote of an Owner or Owners has been pledged by mortgage, security agreement, conditional assignment, or other instrument, an executed copy of which has been filed with the Secretary, only the pledgee shall be entitled to cast the vote of such Owner or Owners upon those matters upon which the Owner's or Owners' vote is so pledged.

(f) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, the Act or the Statute, a Majority of Owners shall constitute a quorum at all meetings of the Members.

Section 2.06. Conduct of Meetings.

(a) Annual Meeting. The President shall act as the chairman of all annual meetings of the Association if he is present. At all annual meetings, the chairman shall call the meeting to order at the duly designated time and business will be conducted in the following order:

(1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a Majority Vote.

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(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(3) Budget. The proposed budget for the current fiscal year shall be presented to the Owners for approval or amendment.

(4) Election of Board of Directors. After the Applicable Date, nominations for the Board may be made by any Owner from those Persons eligible to serve. Such nominations must be in writing and presented to the Secretary at least seven (7) days prior to the date of the annual meeting. Voting for the Board will be by paper ballot. The ballot shall contain the name of each Person nominated to serve as a member of the Board. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those Persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot. Prior to the Applicable Date, the nomination and election of the Board shall be governed by the provisions of Section 3.02 hereof.

(5) Other Business. Other business may be brought before the meeting only by decision of the Board of Directors or upon a written request of an Owner submitted to the Secretary of the Association at least seven (7) days prior to the date of the meeting, except that such written request may be waived at the meeting if agreed by a Majority of Owners.

(6) Adjournment.

(b) Special Meeting. The President shall act as chairman of any special meetings of the Association if he is present. The chairman shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be the matters for which such meeting was called, as set forth in the notice of such special meeting.

ARTICLE III

Board of Directors

Section 3.01. Management. The affairs of the Association and The Holcomb Estate shall be governed and managed by the Board of Directors. Prior to the Applicable Date, the Board shall be composed of three (3) individuals; after the Applicable Date, the Board shall be composed of nine (9) individuals. No individual shall be eligible to serve as a Director unless he is, or is deemed in accordance with the Declaration to be, an Owner, including an individual appointed by Declarant as provided in Section 3.02 hereof.

Section 3.02. Initial Board of Directors. The initial Board of Directors shall be George P. Sweet, Hayes T. O'Brien and David A. Trulock, all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, these By-Laws, the Declaration, the Act or the Statute (a) the Initial Board shall hold office until the Applicable Date, and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, prior to the Applicable Date, every such vacancy shall be filled by an individual appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Condominium Unit, or by acquisition of any interest in a Condominium Unit by any type of juridic acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which appointment shall be deemed coupled with an interest and irrevocable until the Applicable Date, to exercise all of said Owner's right to vote and to vote as Declarant determines on all matters as to which Members are entitled to vote under the Declaration, these By-Laws, the Act, the Statute or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one individual or is not a natural Person, then one of the individuals constituting the multiple Owner, or a partner, an officer or the trustee of an Owner shall be eligible to serve on the Board, except that no single Condominium Unit may be represented on the Board by more than one individual at a time.

Section 3.04. Term of Office and Vacancy. Subject to the provisions of Section 3.02 hereof, three (3) members of the Board shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and

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re-elected as the Board of Directors at each annual meeting until the Applicable Date. After the Applicable Date, each member of the Board of Directors shall be elected for a term of three (3) years, except that at the first election after the Applicable Date three (3) Directors shall be elected for a three (3) year term, three (3) for a two (2) year term, and three (3) for a one (1) year term so that the terms of one-third (1/3) of the Directors shall expire annually. There shall be separate nominations for the office of each Director to be elected at such first election after the Applicable Date. Each Director shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 3.02 hereof as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.05. The Director so filling a vacancy shall serve until the next annual meeting of the Members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Director shall be elected for the balance of the term of the Director so removed or in respect to whom there has otherwise been a vacancy.

Section 3.05. Removal of Directors. A Director or Directors, except the members of the Initial Board, may be removed with or without cause by vote of a Majority of Owners at a special meeting of the Members duly called and constituted for that purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Members or until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Directors. The Board shall provide for the administration of The Holcomb Estate, the maintenance, upkeep and replacement of the Common Areas and Limited Areas (unless the same are otherwise the responsibility or duty of Owners of Condominium Units), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board shall, on behalf of the Association, employ a Managing Agent upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) protection, surveillance and replacement of the Common Areas and Limited Areas, unless the same are otherwise the responsibility or duty of Owners of Condominium Units; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide

any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;

(b) procuring of utilities used in connection with The Holcomb Estate, removal of garbage and waste, and snow removal from the Common Areas;

(c) landscaping, painting, decorating, furnishing, maintaining and repairing the Common Areas and, where applicable, the Limited Areas;

(d) surfacing, paving and maintaining drives, parking areas and sidewalks;

(e) washing and cleaning of exterior window surfaces of the Condominium Units if the Board determines that it would be advantageous to the Association to do so;

(f) assessment and collection from the Owners of the Owner's share of the Common Expenses;

(g) preparation of the proposed annual budget;

(h) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year;

(i) keeping a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; and

(j) procuring and maintaining for the benefit of the Owners, the Association and the Board the insurance coverages required by Section 8.01 and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable.

(k) making available to Owners and Mortgagees current copies of the Declaration, By-Laws and rules and regulations governing The Holcomb Estate ("Organizational Documents") and any other books, records and financial statements of the Association. The Board shall also make available to prospective purchasers of Condominium Units current copies of the Organizational Documents and the most recent annual audited financial statement, if such statement has been prepared, "Available" means available for inspection upon request during normal business hours or under other reasonable circumstances. Upon written request by the United States Department of Housing and Urban Development or the Veterans Administration, the Board shall also prepare and furnish within a reasonable time an

audited financial statement for the Association for the immediately preceding fiscal year.

Section 3.07. Powers of the Board of Directors. The Board shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties;

(b) to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board;

(c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board may be necessary or desirable in connection with the business and affairs of The Holcomb Estate;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Areas;

(e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association; and

(g) to adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Property.

Section 3.08. Limitation on Board Action. After the Applicable Date, the authority of the Board to enter into contracts shall be limited to contracts involving a total expenditure of less than \$10,000.00 without obtaining the prior approval of a Majority of Owners, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other cause where the cost thereof is payable out of insurance proceeds actually received;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3.09. Compensation. No Director shall receive any compensation for his services as a Director except to such extent as may be expressly authorized by a Majority of Owners. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 3.10. Meetings.

(a) Organization Meeting. The Board shall meet each year within ten (10) days following the date of the annual meeting of the Association, at such time and place as shall be fixed at the annual meeting, for the purpose of organization, election of officers and consideration of any other business that may properly be brought before the meeting, and no notice shall be necessary to any newly elected Directors in order legally to constitute such meeting if a quorum is present.

(b) Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. The Secretary shall give notice of regular meetings of the Board to each Director personally or by United States mail at least five (5) days prior to the date of such meeting.

(c) Special Meetings. Special meetings of the Board may be called by the President or any two (2) members of the Board. The Director or Directors calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, and at least three (3) days prior to the date of such special meeting, give notice to the members of the Board. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Marion County, Indiana, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting or his subsequent consent to the actions taken thereat, shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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Section 3.12. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the Board may be taken without a meeting if a consent in writing setting forth such actions so taken is signed by all Directors and such written consent is filed with the minutes of the proceedings of the Board.

Section 3.13. Quorum. At all meetings of the Board a majority of the Directors shall constitute a quorum for the transaction of business and the votes of the majority of the Directors present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.14. Non-Liability of Directors. The Directors shall not be liable to the Owners or any other Persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Directors against any and all liability to any Person arising out of contracts made by the Board on behalf of The Holcomb Estate or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these By-Laws. It is intended that the Directors shall have no personal liability with respect to any contract made by them on behalf of The Holcomb Estate or the Association and that in all matters the Board is acting for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of The Holcomb Estate shall provide that the Board and the Managing Agent, as the case may be, are acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners (if applicable) and then only to the extent of their Percentage Interests.

Section 3.15. Additional Indemnity of Directors. The Association shall indemnify, hold harmless and defend any individual, his heirs, assigns and legal representatives made a party to any action, suit or proceeding by reason of the fact that he is or was a Director, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Director is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Director the reasonable costs

of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a Majority of Owners that such Director was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent or any officer or employee thereof, or any accountant, attorney or other Person employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board.

Section 3.16. Transactions Involving Affiliates. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any Person (including Declarant or any partner of Declarant) in which one or more of the Directors are directors, officers, partners, or employees or are pecuniarily or otherwise interested shall be void or voidable because such Director or Directors are present at the meeting of the Board that authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose if:

(a) the contract or transaction is between the Association and Declarant or any affiliate of Declarant entered into prior to the Applicable Date;

(b) the fact of the affiliation or interest is disclosed or known to the Board or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; or

(c) the fact of the affiliation or interest is disclosed or known to the Co-Owners, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for the purpose; or

(d) the contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Affiliated or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board thereof that authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any

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contract or transaction with like force and effect as if they were not so affiliated or not so interested.

Section 3.17. Bonds. Blanket fidelity bonds shall be maintained by the Association for all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. Where the Managing Agent has the responsibility for handling or administering funds of the Association, the Managing Agent shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bond shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or Managing Agent, as the case may be, at any given time during the term of each bond. In no event, however, may the aggregate amount of such bonds be less than a sum equal to three (3) months' aggregate assessments on all Condominium Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms of expressions. The expense of all such bonds shall be a Common Expense.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of the Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. He shall preside at all

meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President. The Vice President shall be elected from among the Directors and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Directors. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account or accounts in the name of the Association. The Treasurer may permit the Managing Agent to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

Section 4.07. Assistant Officers. The Board may, from time to time, designate and elect from among the Members an Assistant Secretary and an Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board may prescribe.

ARTICLE V

Management

Section 5.01. Maintenance, Repairs and Replacements.

(a) Condominium Units. Each Owner shall, at his expense, be responsible for the maintenance, repairs, decoration and replacement within his own Condominium Unit, except as may otherwise be provided herein. Each Owner shall promptly perform all maintenance and repair within his Condominium Unit which, if neglected, might adversely affect the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for the maintenance, repairs and replacements of, his Condominium Unit and appurtenant Limited Areas, and all equipment serving the same except to the extent otherwise provided herein. Such maintenance, repairs and replacements for which each Owner is individually responsible at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines that service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit including any lines in the area from below the floor to above the ceiling if they are within an extension of the exterior walls of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances; telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit), doors, screens and windows (including exterior and interior of all glass and screen surfaces), interior and exterior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof. In the event that the maintenance or repair of any Condominium Unit is reasonably necessary in the discretion of the Board to protect the Common Areas or Limited Areas, or to preserve the appearance or value of the Property, or is otherwise in the interest of the general welfare of the Co-Owners, the Board shall have the power to undertake such maintenance or repair; but no such maintenance or repair shall be undertaken without a resolution by the Board and reasonable written notice to the Owner of the Condominium Unit proposed to be maintained. The cost of any such maintenance or repair shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit at which time the Assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Section 6.06 hereof.

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(b) Certain Limited Areas. Each Owner shall, at his expense, be responsible for the maintenance, repair and replacement of the air conditioning compressor, if any, installed to service his Condominium Unit and for the decoration and general maintenance of any balcony, patio, deck, or porch to which there is direct access from the interior of his Condominium Unit. Any such balcony, patio, deck, or porch shall be kept free and clean of snow, ice and any other accumulation by the Owner of such Condominium Unit who shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All other repairs or replacements in, to or with respect to such balcony, patio, deck, or porch shall be made by the Association, and the cost thereof shall be a Common Expense.

(c) Common Areas and Limited Areas. All maintenance, repairs and replacements to the Common Areas and Limited Areas (except as otherwise provided in the Declaration, a Supplemental Declaration, or these By-Laws) shall be furnished by the Association as part of the Common Expenses. The Board of Directors may adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas.

Section 5.02. Right of Entry. The Board of Directors, the Managing Agent, or any other Person authorized by the Board or the Managing Agent shall have the right, at reasonable times and upon reasonable prior notice (except in cases of emergency in which event no notice shall be required), to enter into each individual Condominium Unit for the purposes of inspection of the Common Areas and Limited Areas appurtenant thereto and replacement, repair and maintenance of the same.

Section 5.03. Alterations and Additions. No Person shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Directors, nor shall any Owner make any alteration or addition within the boundaries of his Condominium Unit that would affect the safety or structural integrity of the Building in which the Condominium Unit is located.

Section 5.04. Real Estate Taxes. Real estate taxes are to be separately taxed to each Condominium Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Condominium Unit, but are assessed and taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Percentage Interest. If real estate taxes are assessed on the Tract and other portions of the Real Estate, then the tax for the Tract shall be allocated on a proportionate square footage basis and the tax for the improvements on

the Tract shall be allocated on a proportionate value basis as shall be determined by the Board of Directors.

Section 5.05. Utilities. Each Owner shall pay for his own utilities that are separately metered. Utilities that are not separately metered shall be treated as and paid as part of the Common Expenses, unless, after the Applicable Date, alternative payment arrangements are authorized by a Majority of Owners.

Section 5.06. Limitation of Liability. The Association shall not be liable for any failure of water supply or other services to be obtained by the Association or paid for out of the Common Expenses, or for injury or damage to person or property caused by the elements or by the Owner of any Condominium Unit, or any other Person, or resulting from electricity, water, snow or ice that may leak or flow from any portion of the Common Areas or Limited Areas or from any pipe, drain, conduit, appliance or equipment. The Association shall not be liable to any Owner for loss or damage, by theft or otherwise, of articles that may be stored upon any of the Common Areas or Limited Areas. No diminution or abatement of Assessments for Common Expenses shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements to the Common Areas or Limited Areas or from any action taken by the Association to comply with any law, ordinance, order or directive of any municipal or other governmental authority.

Section 5.07. Negligence. Each Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his negligence or by that of his guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Condominium Unit or its appurtenances or of the Common Areas or Limited Areas.

Section 5.08. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by, or to comply with any provision of, the Declaration, the Act, these By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure.

ARTICLE VI

Assessments

Section 6.01. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a Majority Vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall include the amounts required for funding the reserve accounts required by Sections 6.04 and 6.05. The failure or delay of the Board to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 6.02. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year and required reserve amounts as set forth in said budget, contain a proposed assessment against each Condominium Unit based on the Percentage Interest of each Condominium Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Condominium Unit. In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the Assessment against each

Condominium Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Condominium Unit shall be paid in advance in equal quarterly installments, commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Payment of the quarterly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owners may elect to pay quarterly assessments semi-annually or annually, in advance. At the election and option of the Board, the Regular Assessment may be required to be paid by the Owners in advance in equal monthly installments rather than quarterly installments. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment that is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, whether quarterly or monthly, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owners, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, whether quarterly or monthly, until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his Regular Assessment either semi-annually or annually in advance, then the foregoing adjustments shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Condominium Unit as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current

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fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Condominium Unit or any interest therein, shall not relieve or release such Owner or his successor as owner of such Condominium Unit from payment of the Regular Assessment for such Condominium Unit as finally determined, and such Owner and his successor as owner of such Condominium Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 12.03 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Quarterly or monthly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 6.03. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board of Directors shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit. Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Directors from time to time to pay for capital expenditures or to pay for the cost of any repair or reconstruction of damage caused by fire or other cause or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described herein or in the Declaration.

Section 6.04. Reserve for Replacements. The Board of Directors shall cause to be established and maintained a reserve fund for replacements by the allocation and payment to such reserve fund not less often than annually of an amount determined by the Board to be sufficient to meet the costs of periodic maintenance, repair, renewal and replacement of the Common Areas and Limited Areas, including, but not limited to, painting the exterior of buildings, repairing or replacing the recreational facilities, and resurfacing, repairing or replacing streets, parking areas, sidewalks, roofs and other facil-

ities and appurtenances. In determining the amount, the Board shall take into consideration the expected useful life of such Common Areas and Limited Areas, projected increases in the cost of materials and labor, interest to be earned by such funds, and the advice of Declarant, the Managing Agent and any consultants the Board may employ. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of, or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purpose of effecting the periodic maintenance, repair, renewal or replacement of the Common Areas and Limited Areas and equipment of the Property. The Board shall annually review the adequacy of the reserve fund. The proportionate interest of any Owner in any reserve for replacements shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

Section 6.05. General Operating Reserve. The Board of Directors may establish and maintain a reserve fund for general operating expenses of a non-recurring nature by the allocation and payment to such reserve fund not less frequently than annually of such amount as the Board in its discretion determines to be reasonable under the circumstances. Such fund shall be conclusively deemed to be a Common Expense. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of or fully guaranteed as to principal by the United States of America. The general operating reserve may be expended only for operating contingencies of a non-recurring nature. The proportionate interest of any Owner in any reserve fund for general operating expenses shall be considered an appurtenance of his Condominium Unit and shall not be separately withdrawn, assigned or transferred or otherwise separated from the Condominium Unit to which it appertains and shall be deemed to be transferred with such Condominium Unit.

Section 6.06. Failure of Owner to Pay Assessments. No Owner may exempt himself from paying Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Areas, of the Buildings, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to him. Each Owner shall be

personally liable for the payment of all Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Assessment when due, a lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make timely payments of any Assessment when due, the Board may in its discretion accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Condominium Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Condominium Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Assessment without foreclosing or waiving the lien securing the same. In any action to recover an Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Condominium Unit.

Section 6.07. Waiver of Lien Upon Foreclosure. Notwithstanding anything to the contrary contained in the Declaration and these By-Laws, any sale or transfer of a Condominium Unit to a Mortgagee pursuant to a foreclosure of its mortgage or conveyance in lieu thereof, or a conveyance to any Person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Assessment as to such installments that became due prior to such sale, transfer or conveyance, but extinguishment of such lien shall not relieve the prior Owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Condominium Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the Condominium Unit from which it arose), as provided in the Act.

Section 6.08. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Declaration, in the Act, in the Statute or otherwise, until the Applicable Date the annual budget and all Assessments shall be

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established by the Initial Board without meetings of or concurrence of the Co-Owners. The agency, power of attorney and proxy granted to the Declarant by each Owner pursuant to Section 3.02 hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Assessments until the Applicable Date.

ARTICLE VII

Restriction, Entry and Rules and Regulations

Section 7.01. Restrictions on Use. The following restrictions on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas and the Property shall be applicable to The Holcomb Estate:

(a) All Condominium Units shall be used exclusively for residential purposes and for occupancy by a single family.

(b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration or a supplement or amendment to the Declaration, and shown on the Plans or plans filed with such a supplement or amendment to the Declaration, without the consent of the Board of Directors.

(c) Nothing shall be done or kept in any Condominium Unit or in the Common Areas or Limited Areas that will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Condominium Unit or in the Common Areas or Limited Areas that will result in a cancellation of insurance on any Building or any part of the Common Areas or contents thereof, or that would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(d) No nuisance shall be permitted and no waste shall be committed in any Condominium Unit, Common Areas or Limited Areas.

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls or balcony of any Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or be placed upon the exterior wall or roofs or any other parts of any Building without the prior consent of the Board.

(f) Nothing shall be done or permitted in any Condominium Unit that will impair the structural integrity of any Building or that would structurally change any Building or that would affect the exterior appearance of any Condominium Unit, except as otherwise provided in the Declaration or these By-Laws. No Condominium Unit shall be used in any unlawful manner or in any manner that might cause injury to the reputation of The Holcomb Estate or that might be a nuisance, annoyance, inconvenience or damage to other Owners and occupants of Condominium Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any loud speakers, electrical equipment, amplifiers or other equipment or machines or loud person.

(g) The Common Areas and Limited Areas shall be kept free and clear of rubbish, debris and other unsightly materials. No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on any part of the Common Area or Limited Areas.

(h) All Owners, guests, tenants or invitees, and all occupants of any Condominium Unit or other Persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Condominium Units, the Common Areas and Limited Areas; including but not limited to rules relating to the keeping of animals, the parking or storage of vehicles or trailers and other matters incidental to the use of the Common Areas and Limited Areas.

(i) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with express permission from the Board.

(j) No Owner shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar purpose, both Common Areas and Limited Areas, any furniture or objects of any kind, without the consent of the Board.

(k) All garbage, trash and refuse shall be stored in appropriate containers inside the Condominium Unit (including the garage) or in an inconspicuous place within the Limited Area appurtenant thereto and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash

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collection and shall be placed at such locations for trash collection as are designated by the Board.

(l) No "for sale," "for rent" or "for lease" signs or other advertising display shall be maintained or permitted on the Property without the prior consent of the Board except that the right to place or display such signs is reserved to Declarant and the Association with respect to unsold or unoccupied Condominium Units.

(m) Common Areas and Limited Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the provisions of the Declaration, these By-Laws and the rules and regulations from time to time adopted by the Board.

(n) No use shall be made of any part of the Real Estate which violates, and all Owners, members of their families, their guests, tenants, invitees and all occupants or other Persons entitled to use or who may use any part of the Real Estate, shall at all times fully comply with the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in the Commitments Relative to Use or Development of Real Estate dated January 10, 1983, and recorded January 31, 1983, as Instrument No. 83-6821 in the Office of the Recorder of Marion County, Indiana.

(o) The Association shall have no right of first refusal to purchase any Condominium Unit which an Owner wishes to sell and an Owner may sell his/her Condominium Unit free of any such restriction.

Section 7.02. Right of Board to Adopt Rules and Regulations. The Board may promulgate such rules and regulations regarding the operation of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board. The Board shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners.

ARTICLE VIII

Insurance

Section 8.01. Coverage. The Board of Directors on behalf of the Co-Owners shall obtain, maintain and pay the premiums upon, as a Common Expense, and kept in full force and effect at

all times the following insurance coverage underwritten by companies duly authorized to do business in Indiana:

(a) Casualty or physical damage insurance in an amount equal to the full replacement cost of all buildings and improvements (as hereinafter defined) and all personal property owned by the Association with an "agreed amount" and "inflation guard" endorsements, without deduction or allowance for depreciation (as determined annually by the Board with the assistance of the insurance company affording such coverage), such coverage to afford protection against at least the following:

(i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement together with coverage for Common Expenses with respect to Condominium Units during any period of repair or construction;

(ii) such other risks as are customarily covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, machinery, explosion or damage, and such other insurance as the Board may from time to time determine.

(b) Comprehensive public liability insurance in such amounts as may be considered appropriate by the Board including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile, and any and all other liability incident to the ownership and/or use of the Property or any portion thereof. Such coverage shall be for at least One Million Dollars (\$1,000,000) for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under the insurance policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas and Limited Areas, and legal liability arising out of lawsuits related to employment contracts of the Association.

(c) Workmen's compensation and employer's liability insurance in respect to employees of the Association in the amounts and in the form necessary to comply with any applicable law.

(d) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board of Directors.

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The provisions of this Section 8.01 shall not be construed to limit the power or authority of the Board to obtain and maintain insurance coverage, in addition to any insurance coverage required hereunder, in such amounts and in such forms as the Association or the Board may deem appropriate from time to time.

Section 8.02. Definition. As used in Section 8.01, the term "all buildings and improvements" means, without limitation, the Common Areas, Limited Areas, and the standard partition walls, fixtures, pipes, wires, conduits and installations installed in Condominium Units as of the date of initial sale by Declarant, as shown on the Plans as amended from time to time, and replacements thereof, but does not mean any fixtures, alterations, installations or additions in or to a Condominium Unit made by an individual Owner of that Condominium Unit and not shown on the Plans.

Section 8.03. Form. Casualty insurance shall be carried in a form or forms naming as the insured the Association for the use and benefit of the Owners according to the loss or damage to their respective Condominium Units and Percentage Interests and payable in case of loss to the Insurance Trustee. Every such policy of insurance shall:

(a) provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Owner;

(b) contain no provisions relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any Owner or any other Person under either of them;

(c) provide that such policy may not be cancelled or substantially modified (whether or not requested by the Board) except by the insurer giving at least thirty (30) days' prior written notice thereof to the the Board, all Owners, all Mortgagees and every other Person in interest who shall have requested such notice of the insurer;

(d) contain a waiver by the insurer of any right of subrogation to any right of the Board or Owners against any of them or any other Person under them;

(e) provide that notwithstanding any provision there- of giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable

in the event the Owners do not elect to restore pursuant to Paragraph 10 of the Declaration;

(f) contain a standard mortgagee clause which shall

(i) provide that any reference to a mortgagee in such policy shall mean and include any Mortgagee, whether or not named therein and, where applicable, name as mortgagee Federal National Mortgage Association or Federal Home Loan Mortgage Corporation or their respective servicers, successors and assigns;

(ii) provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or any Owner, or any Persons under any of them;

(iii) waive any provision invalidating such mortgage clauses by reason of the failure of any Mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the Mortgagee pay any premium thereon, and any contribution clause;

(iv) provide that without affecting any protection afforded by such mortgage clause, any proceeds payable under such policy shall be payable to the Insurance Trustee; and

(g) provide that the policy is primary in the event an Owner has other insurance covering the same loss.

Public liability and property damage insurance shall be carried in a form or forms naming as the insured the Board of Directors as trustee for each individual Owner, the Association, the Board of Directors, the Managing Agent, and any Person acting on behalf of the Association, and providing for payment of any proceeds therefrom to the Insurance Trustee. The Board shall promptly upon effecting such insurance deposit with each Owner a current certificate of such insurance, without prejudice to the right of any Owner to maintain additional public liability insurance for his Condominium Unit.

Section 8.04. Allocation of Insurance Proceeds. In the event of damage or destruction by fire or other cause to any part of the Property covered by insurance written in the name of the Board as trustee for Co-Owners and their Mortgagees, the following provisions shall apply:

(a) Common Areas and Limited Areas. Proceeds on account of damage to Common Areas and Limited Areas shall

be allocated among the Co-Owners in accordance with their respective Percentage Interests.

(b) Condominium Units. Proceeds on account of damage to Condominium Units shall be allocated as follows:

(i) If the Building in which the damaged Condominium Unit is located is to be restored, insurance proceeds shall be allocated to such Condominium Unit in the proportion that the cost of Restoration of such Condominium Unit bears to the cost of Restoration of all damaged Condominium Units, such cost to be determined by the Board. In determining such cost, the Board shall not take into consideration the cost of repairing any items specifically excluded from insurance coverage pursuant to the provisions of Section 8.02.

(ii) If the Building in which the damaged Condominium Unit is located is not to be restored, insurance proceeds shall be allocated to such Condominium Unit in accordance with the agreed amount of the replacement cost of such Condominium Unit.

(iii) In the event a mortgage endorsement has been issued with respect to a particular Condominium Unit, the amount of the insurance proceeds allocated to the Owner of such Condominium Unit shall be held in trust for the Mortgagee and the Owner as their interests may appear, but no Mortgagee shall have the right to determine or participate in the determination as to whether or not any damaged property shall be restored or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Owner and Mortgagee pursuant to the provisions of these By-Laws.

Section 8.05. Distribution of Insurance Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Owners and their Mortgagees as their respective interests appear, in the following manner:

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof pursuant to the provisions of Article IX. Any proceeds remaining after defraying such costs shall be

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retained by the Association and added to the reserve for replacements established pursuant to Section 6.04, except that, with respect to a Condominium Unit in which there was damage to items excluded from insurance coverage pursuant to Section 8.02, the Owner of such Condominium Unit shall be entitled to receive out of such remaining proceeds his pro-rata share thereof determined according to his Percentage Interest.

(c) Failure to Reconstruct or Repair. If it is determined that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed in accordance with Section 21 of the Act.

(d) Certificate. In making distributions to Owners and their mortgagees, the Insurance Trustee may rely upon a certificate issued by the Board as to the names of the Owners and their respective shares of the distribution, and, with respect to the names of mortgagees, may rely upon a certificate from an attorney-at-law who, or a title insurance company which, has examined the Mortgage Records in the office of the Recorder of Marion County, Indiana, as to the names of the holders of mortgages of record.

Section 8.06. Association as Owner's Agent. The Association, acting by its Board of Directors, is hereby irrevocably appointed agent for each Owner and for each owner of a mortgage or other lien upon a Condominium Unit and for each owner of any other interest in the Property to negotiate all claims arising under insurance policies purchased by the Board, and to execute and deliver releases upon the payment of claims.

Section 8.07. Individual Policies - Recommendation of Declarant. Any Owner or Mortgagee may obtain additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to a Condominium Unit made or acquired at the expense of the Owner) at his own expense. Such insurance shall provide that it shall be without contribution as against the insurance maintained by the Board. Such insurance shall contain the same waiver of subrogation provision as that set forth in Section 8.03(d). If an insured loss is sustained on the Property and the amount of insurance proceeds that would otherwise be payable to the Insurance Trustee is reduced due to proration of insurance purchased pursuant to this Section, the Owner shall assign the proceeds of the personally purchased insurance, to the extent of the amount of the reduction, to the Insurance Trustee to be distributed as provided in Section 8.05. The Declarant recommends that each Owner obtain, in addition to the insurance hereinabove provided to be obtained by the Board of Directors, a policy insuring against loss or damage to personal property used or incidental

to the occupancy of the Condominium Unit, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit-owner's endorsement" covering losses to improvements and betterments to the Condominium Unit made or acquired at the expense of the Owner.

Section 8.08. Certificates. Upon request, the Association shall cause to be issued to each Owner and each Mortgagee a certificate of insurance evidencing the insurance carried by the Association.

ARTICLE IX

Damage or Destruction

Section 9.01. Procedure for Restoration or Repair. In the event of damage or destruction to the Property by fire, other cause, or as a result of condemnation, and Restoration or repair of the Property is required or authorized pursuant to Paragraph 10 or Paragraph 11 of the Declaration, such Restoration or repair shall be undertaken in accordance with the provisions of this Article.

Section 9.02. Estimate of Cost. Promptly after the occurrence of the damage or destruction to the Property that the Association has the responsibility to restore or repair, the Board shall obtain reliable and detailed estimates of the cost to restore or repair. In the event of damage after the Applicable Date to any structure exceeding \$25,000.00, the Board shall retain the services of an architect to supervise the Restoration or repair and the disbursement of the construction funds.

Section 9.03. Plans and Specifications. Any Restoration or repair must be either substantially in accordance with the Plans or according to plans and specifications approved by a Majority of Owners, and if the damaged Property contains any Condominium Units, by all of the Owners of the damaged Condominium Units, which approval shall not be unreasonably withheld.

Section 9.04. Sealed Bids. After the Applicable Date, the Board shall advertise for sealed bids with any licensed contractors, and then may negotiate with any contractor, who may be required to provide a full performance and payment bond for the Restoration or repair of the damaged Property.

Section 9.05. Responsibility. If the damage is only to those parts of a Condominium Unit for which the responsibility of maintenance and repair is that of an Owner, then the Condo-

minium Unit Owner shall be responsible for the cost of Restoration and repair unless such damage is specifically covered by the insurance purchased by the Board, in which event the Association shall be responsible for said costs.

Section 9.06. Construction Funds. The funds for payment of the costs of Restoration or repair, which shall consist of the proceeds of insurance held by or payable to the Insurance Trustee, such amounts from the reserve for replacements as are authorized by the Board for the purpose of Restoration or repair, and the funds collected by the Board from Special Assessments against Owners, shall be deposited with the Insurance Trustee who shall apply or disburse the same in payment of the costs of Restoration or repair as provided in this Article.

Section 9.07. Certificates. The Insurance Trustee may rely upon a certificate from the Board to determine whether or not the damaged Property is to be restored or repaired and upon a certificate from the architect employed by the Board to supervise the Restoration or repair, or, if such Restoration or repair is undertaken prior to the Applicable Date, from Declarant or the Board, with respect to the payments to be made to contractors undertaking the Restoration and/or repair.

Section 9.08. Insurance Trustee. The Insurance Trustee shall not be liable for payment of insurance premiums, the renewal or the sufficiency of insurance policies, nor for the failure to collect any insurance proceeds or condemnation awards. The duty of the Insurance Trustee shall be to receive such proceeds or awards as are paid and to hold the same in trust for the purposes herein and in the Declaration stated, and for the benefit of the Co-Owners and their Mortgagees as herein and in the Declaration provided.

ARTICLE X

Fiscal Management

Section 10.01. Fiscal Year. The fiscal year of the Association shall be fixed by resolution of the Board of Directors.

Section 10.02. Books of Account. Books of account of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practices, and shall include a current, accurate and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses.

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Section 10.03. Inspection. All books, records and accounts, and all vouchers accrediting the entries made thereupon, shall be available for examination by an Owner or any duly authorized agent or attorney of an Owner at any time during normal business hours for purposes reasonably related to his interest as an Owner.

Section 10.04. Auditing. Unless otherwise agreed by a Majority of Owners, at the close of each fiscal year, the books and accounts of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards.

Section 10.05. Annual Financial Statement. Prior to the annual meeting of the Association, the Board of Directors shall cause to be prepared and delivered to the Co-Owners an annual financial statement, certified to by the Treasurer, showing all income and all disbursements of the Association during the previous fiscal year. To the extent possible, such financial statement shall be based upon the report prepared pursuant to Section 10.04. The requirements of this Section 10.05 shall be satisfied if the Board causes to be delivered to each Owner prior to the annual meeting of the Association a copy of the report prepared pursuant to Section 10.04.

Section 10.06. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other individuals as are from time to time so authorized by the Board.

ARTICLE XI

Amendment to By-Laws

Section 11.01. Procedure. Subject to any contrary, overriding or superceding provisions set forth herein or in the Declaration, these By-Laws may be amended in the same manner, and subject to the same limitations and requirements as amendments to the Declaration, as set forth in Paragraph 14 of the Declaration. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of Marion County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration or these By-Laws prior

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to the Applicable Date without the consent and approval of Declarant.

Section 11.02. Amended and Restated By-Laws. An amended and restated By-Laws, containing the original By-Laws and all amendments theretofore made, may be executed any time or from time to time by a majority of the then Board of Directors and shall, upon recording in the office of the Recorder of Marion County, Indiana, be conclusive evidence of all amendments contained therein and may thereafter be referred to in lieu of the original By-Laws and the various amendments thereto.

ARTICLE XII

Mortgages

Section 12.01. Notice to Association. Any Owner who places a first mortgage lien upon his Condominium Unit or the Mortgagee shall notify the Secretary thereof and provide the name and address of the Mortgagee. A record of such Mortgagee's name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these By-Laws or the Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration, these By-Laws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled to vote by virtue of the Declaration, these By-Laws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.

Section 12.02. Notices To Mortgagees. The Association shall promptly provide to any Mortgagee of whom the Association has been provided notice under Section 12.01 of these By-Laws notice of any of the following:

- (a) Any proposed termination of the Regime or any condemnation or casualty loss that affects either a material portion of The Holcomb Estate or the Condominium Unit securing its mortgage;
- (b) Any delinquency in the payment of Regular or Special Assessments owed by the Owner of any Condominium Unit on which said Mortgagee holds a mortgage, if said delinquency continues for more than sixty (60) days;

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- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees; and,
- (e) Any proposed amendment of the Organizational Documents effecting a change in (i) the boundaries of any Condominium Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Areas or Limited Areas appertaining to any Condominium Unit or the liability for Common Expenses appertaining thereto, (iii) the Percentage Vote appertaining to a Condominium Unit or (iv) the purposes for which any Condominium Unit or the Common Areas are restricted.

Section 12.03. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such mortgagee or purchaser a statement setting forth the amount of the unpaid Assessments against the Condominium Unit, which statement shall be binding upon the Association and the Co-owners, and any Mortgagee or grantee of the Condominium Unit shall not be liable for, nor shall the Condominium Unit conveyed be subject to a lien for, any unpaid Assessments in excess of the amount set forth in such statement or as such Assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 6.02 hereof.

Section 12.04. Financial Statements. Upon the request of any Mortgagee, the Association shall provide to said Mortgagee the most recent financial statement prepared on behalf of the Association pursuant to Section 10.05 of these By-Laws.

ARTICLE XIII

Miscellaneous

Section 13.01. Membership Certificates. Each Member shall receive a certificate from the Association, signed by the President or Vice President, and Secretary or Assistant Secretary, stating that he is a member of the Association. Such certificates shall be non-transferable and a Member's certificate shall become void and of no force and effect upon sale by a Member of his Condominium Unit. Such membership certificates shall be in a form and style determined by the Board.

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Section 13.02. Personal Interests. No Member shall have or receive any earnings from the Association, except a Member who is an officer, director or employee of the Association may receive fair and reasonable compensation for his services as officer, director or employee, and a Member may also receive principal and interest on monies loaned or advanced to the Association as provided in the Statute.

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CROSS REFERENCE

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CROSS REFERENCE 6 750 918 002 5.2

FIRST AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

This First Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("First Amendment and Supplement"), made this 19th day of November, 1984, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract I").

C. Additional Tract I constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the second phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

D. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract I and to the inclusion of Additional Tract I in The Holcomb Estate have been met and satisfied and Declarant, by

RECEIVED FOR RECORD
BETH LAUGHLIN
RECORDER-MARION CO.
NOV 15 11 02 AM '84

FILED
COUNTY AUDITOR
NOV 28 AM 029401
DUPLICATE
FOR LAXATION

this First Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract I and to incorporate Additional Tract I in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this First Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract I and this First Amendment and Supplement; provided, however, Additional Tract I shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract I Plans defined in this First Amendment and Supplement.

"Tract I Plans" as used herein means the floor and building plans and elevations of the Buildings and Condominium Units on Additional Tract I, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of November 12, 1984, and a site plan of Additional Tract I and Buildings thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of November 12, 1984, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract I and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract I, all as if the same had originally been included in the Declaration, and the

same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this First Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There are four (4) Buildings containing twelve (12) Condominium Units on Additional Tract I as shown on the Tract I Plans. The Buildings are identified and referred to in the Tract I Plans and in this First Amendment and Supplement as Buildings B, C, D and The Mansion. A description of the Buildings located on Additional Tract I and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this First Amendment and Supplement, The Holcomb Estate now consists of five (5) Buildings containing seventeen (17) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this First Amendment and Supplement, shall be that Percentage Interest included in each

Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract I is identified on the Tract I Plans by a letter which identifies the Building (except the Mansion which is identified on the Tract I Plans as "Mansion") in which the Condominium Unit is located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter or name and number for such Condominium Unit as shown on the Tract I Plans, and shall be stated as "Condominium Unit (with identifying letter or name and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this First Amendment and Supplement, 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract I Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this First Amendment and Supplement

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 HPR, as of November 28, 1984, as Instrument No. 84-93096.

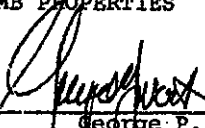
7. Interpretation. To the extent the provisions of Paragraph 4 of this First Amendment and Supplement are inconsistent with the provisions of Paragraph 4 of the Declaration, Paragraph 4 of the Declaration shall be deemed explicitly amended by the provisions of Paragraph 4 of this First Amendment and Supplement.

8. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

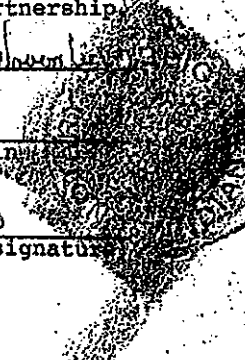
By


George P. Sweet
General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared George P. Sweet, known to me and known by me to be the General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing First Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 14th day of November, 1984.


For Leigh Wilson
Notary Public Residing in
Marion County

Leigh Wilson

Printed signature

My Commission Expires:

August 13, 1986

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT I

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet; thence South 25 degrees 53 minutes 29 seconds East 54.00 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 31.42 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence South 64 degrees 06 minutes 31 seconds West 16.00 feet to a curve having a radius of 63.64 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Westerly along said curve 33.32 feet to a point which bears South 04 degrees 06 minutes 31 seconds West from said radius point; thence North 85 degrees 53 minutes 29 seconds West 19.00 feet to a curve having a radius of 104.30 feet, the radius point of which bears South 04 degrees 06 minutes 31 seconds West; thence Westerly along said curve 54.61 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence South 64 degrees 06 minutes 31 seconds West 62.00 feet to a curve having a radius of 97.04 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Southwesterly and Southerly along said curve 132.55 feet to a point which bears South 75 degrees 50 minutes 51 seconds West from said radius point, said point lies on a reverse curve having a radius of 122.77 feet, the radius point of which bears South 75 degrees 50 minutes 51 seconds West; thence Southerly along said curve 103.53 feet to a point which bears South 55 degrees 50 minutes 09 seconds East from said radius point; thence South 34 degrees 09 minutes 51 seconds West 49.00 feet to a curve having a radius of 136.51 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Southerly along said curve 84.23 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence South 01 degrees 11 minutes 29 seconds East 141.47 feet to a curve having a radius of 127.41 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Southerly along said curve 46.06 feet to a point which bears South 68 degrees 05 minutes 37 seconds West from said radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears South 68 degrees 05 minutes 37 seconds West; thence Southerly and Southwesterly along said curve 44.29 feet to a point which bears South 27 degrees 19 minutes 01 seconds East from said radius point, said point lies on a reverse curve having a radius of 40.00 feet, the radius point of which bears South 27 degrees 19 minutes 01 seconds East; thence Southerly, Southeasterly, Easterly, Northeasterly and Northerly along said curve 170.26 feet to a point which bears North 88 degrees 48 minutes 31 seconds East from said radius point; thence North 01 degrees 11 minutes 29 seconds West 6.00 feet to a curve having a radius of 127.41 feet, the radius point of which bears South 88 degrees 48 minutes

Exhibit A
Legal Description of Additional Tract I
Page 2

31 seconds West; thence Northerly along said curve 64.27 feet to a point which bears North 59 degrees 54 minutes 19 seconds East from said radius point, said point lies on a reverse curve having a radius point of 105.41 feet, the radius point of which bears North 59 degrees 54 minutes 19 seconds East thence Northerly along said curve 53.17 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence North 01 degrees 11 minutes 29 seconds West 141.47 feet to a curve having a radius of 114.51 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Northerly along said curve 70.66 feet to a point which bears North 55 degrees 50 minutes 09 seconds West from said radius point; thence North 34 degrees 09 minutes 51 seconds East 15.50 feet to a curve having a radius of 10.00 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Northeasterly and Easterly along said curve 15.71 feet to a point which bears North 34 degrees 09 minutes 51 seconds East from said radius point; thence South 55 degrees 50 minutes 09 seconds East 36.98 feet to a curve having a radius of 76.42 feet, the radius point of which bears North 34 degrees 09 minutes 51 seconds East; thence Easterly along said curve 45.35 feet to a point which bears South 00 degrees 09 minutes 51 seconds West from said radius point; thence South 89 degrees 50 minutes 09 seconds East 28.28 feet to a curve having a radius of 80.33 feet, the radius point of which bears North 00 degrees 09 minutes 51 seconds East; thence Easterly along said curve 29.25 feet to the Point of Beginning, said point bears South 20 degrees 41 minutes 58 seconds East from said radius point; thence continue along said curve 63.24 feet to a point which bears South 65 degrees 48 minutes 34 seconds East from said radius point; thence North 24 degrees 11 minutes 26 seconds East 17.00 feet; thence South 65 degrees 48 minutes 34 seconds East 106.00 feet; thence South 20 degrees 56 minutes 10 seconds West 170.00 feet; thence North 69 degrees 03 minutes 50 seconds West 94.00 feet to a point which bears South 00 degrees 00 minutes 00 seconds 110.89 feet from the point of beginning; thence North 00 degrees 00 minutes 00 seconds 110.89 feet to the Point of Beginning, containing 0.45 acres, more or less.

ALSO:

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold

Exhibit A
Legal Description of Additional Tract I
Page 3

Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet; thence South 25 degrees 53 minutes 29 seconds East 54.00 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 31.42 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence South 64 degrees 06 minutes 31 seconds West 16.00 feet to a curve having a radius of 63.64 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Westerly along said curve 33.32 feet to a point which bears South 04 degrees 06 minutes 31 seconds West from said radius point; thence North 85 degrees 53 minutes 29 seconds West 19.00 feet to a curve having a radius of 104.30 feet, the radius point of which bears South 04 degrees 06 minutes 31 seconds West; thence Westerly along said curve 54.61 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence South 64 degrees 06 minutes 31 seconds West 62.00 feet to a curve having a radius of 97.04 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Southwesterly and Southerly along said curve 132.55 feet to a point which bears South 75 degrees 50 minutes 51 seconds West from said radius point, said point lies on a reverse curve having a radius of 122.77 feet, the radius point of which bears South 75 degrees 50 minutes 51 seconds West; thence Southerly along said curve 103.53 feet to a point which bears South 55 degrees 50 minutes 09 seconds East from said radius point; thence South 34 degrees 09 minutes 51 seconds West 49.00 feet to a curve having a radius of 136.51 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Southerly along said curve 84.23 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence South 01 degrees 11 minutes 29 seconds East 141.47 feet to a curve having a radius of 127.41 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Southerly along said curve 46.06 feet to a point which bears South 68 degrees 05 minutes 37 seconds West from said radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears South 68 degrees 05 minutes 37 seconds West; thence Southerly and Southwesterly along said curve 44.29 feet to a point which bears South 27 degrees 19 minutes 01 seconds East from said radius point, said point lies on a reverse curve having a radius of 40.00 feet, the radius point of which bears South 27 degrees 19 minutes 01 seconds East; thence Southerly along said curve 45.00 feet to a point which bears South 88 degrees 13 minutes 31 seconds West from said radius point which is the Point of Beginning; thence continue along said 40.00 feet radius curve Southerly, Southeasterly, Easterly, Northeasterly and Northerly along said curve 125.26 feet to a point which bears North 88 degrees 48 minutes 31 seconds East from said radius point; thence North 01 degrees 11 minutes 29 seconds West 6.00 feet; thence North 83 degrees 46 minutes 45 seconds East 110.00 feet; thence South 01 degrees 40 minutes 00 seconds East 249.74 feet to a point on a Southwesterly line of a tract conveyed by Instrument #64-45195 recorded in said Recorder's Office; thence along said line North 78 degrees 00 minutes 58 seconds West 411.27 feet to a point in the center line of Cold Spring Road as located February, 1983; thence along said Cold Spring Road North 07 degrees 13 minutes 02 seconds East

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Legal Description of Additional Tract I
Page 4

126.98 feet to a point which bears South 84 degrees 30 minutes 00 seconds West 190.77 feet from the point of beginning; thence North 84 degrees 30 minutes 00 seconds East 190.77 feet to the Point of Beginning, containing 1.62 acres, more or less.

Together with a nonexclusive easement for Ingress and egress over and across the following described real estate:

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 55 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet; thence South 25 degrees 53 minutes 29 seconds East 54.00 feet to the Point of Beginning, said point lies on a curve having a radius of 20.00 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 31.42 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence South 64 degrees 06 minutes 31 seconds West 16.00 feet to a curve having a radius of 63.64 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Westerly along said curve 33.32 feet to a point which bears South 04 degrees 06 minutes 31 seconds West from said radius point; thence North 85 degrees 53 minutes 29 seconds West 19.00 feet to a curve having a radius of 104.30 feet, the radius point of which bears South 04 degrees 06 minutes 31 seconds West; thence Westerly along said curve 54.61 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence South 64 degrees 06 minutes 31 seconds West 62.00 feet to a curve having a radius of 97.04 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Southwesterly and Southerly along said curve 132.55 feet to a point which bears South 75 degrees 50 minutes 51 seconds West from said radius point, said point lies on a reverse curve having a radius of 122.77 feet, the radius point of which bears South 75 degrees 50 minutes 51 seconds West; thence Southerly along said curve 103.53 feet to a point which bears South 55 degrees 50 minutes 09 seconds East from said radius point; thence South 34 degrees 09 minutes 51 seconds West 49.00 feet to a curve having a radius of 136.51 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Southerly along said curve 84.23 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence South 01 degrees 11 minutes 29 seconds East 141.47 feet to a curve having a radius of 127.41 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Southerly along said curve 46.06 feet to a point which bears South 68 degrees 05 minutes 37 seconds West from said radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears South 68 degrees 05 minutes 37 seconds West; thence Southerly and Southwesterly along said curve 44.29 feet to a point which bears South 27 degrees 19 minutes 01 seconds

Exhibit A
Legal Description of Additional Tract I
Page 5

East from said radius point, said point lies on a reverse curve having a radius of 40.00 feet, the radius point of which bears South 27 degrees 19 minutes 01 seconds East; thence Southerly, Southeasterly, Easterly, Northeasterly and Northerly along said curve 170.26 feet to a point which bears North 88 degrees 48 minutes 31 seconds East from said radius point; thence North 01 degrees 11 minutes 29 seconds West 6.00 feet to a curve having a radius of 127.41 feet, the radius point of which bears South 88 degrees 48 minutes 31 seconds West; thence Northerly along said curve 64.27 feet to a point which bears North 59 degrees 54 minutes 19 seconds East from said radius point, said point lies on a reverse curve having a radius point of 105.41 feet, the radius point of which bears North 59 degrees 54 minutes 19 seconds East thence Northerly along said curve 53.17 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence North 01 degrees 11 minutes 29 seconds West 141.47 feet to a curve having a radius of 114.51 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Northerly along said curve 70.65 feet to a point which bears North 55 degrees 50 minutes 09 seconds West from said radius point; thence North 34 degrees 09 minutes 51 seconds East 15.50 feet to a curve having a radius of 10.00 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Northeasterly and Easterly along said curve 15.71 feet to a point which bears North 34 degrees 09 minutes 51 seconds East from said radius point; thence South 55 degrees 50 minutes 09 seconds East 36.98 feet to a curve having a radius of 76.42 feet, the radius point of which bears North 34 degrees 09 minutes 51 seconds East; thence Easterly along said curve 45.35 feet to a point which bears South 00 degrees 09 minutes 51 seconds West from said radius point; thence South 89 degrees 50 minutes 09 seconds East 28.28 feet to a curve having a radius of 80.33 feet, the radius point of which bears North 00 degrees 09 minutes 51 seconds East; thence Easterly and Northeasterly along said curve 92.49 feet to a point which bears South 65 degrees 48 minutes 34 seconds East from said radius point; thence North 24 degrees 11 minutes 26 seconds East 100.00 feet to a curve having a radius of 30.00 feet, the radius point of which bears North 65 degrees 48 minutes 34 seconds West; thence Northerly, Northwesterly, Westerly, Southwesterly and Southerly along said curve 130.11 feet to a point which bears South 45 degrees 42 minutes 03 seconds West from said radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears South 45 degrees 42 minutes 03 seconds West; thence Southerly along said curve 35.86 feet to a point which bears South 65 degrees 48 minutes 34 seconds East from said radius point; thence South 24 degrees 11 minutes 26 seconds West 44.18 feet to a curve having a radius of 58.33 feet, the radius point of which bears North 65 degrees 48 minutes 34 seconds West; thence Southwesterly and Westerly along said curve 67.16 feet to a point which bears South 00 degrees 09 minutes 51 seconds West from said radius point; thence North 89 degrees 50 minutes 09 seconds West 28.28 feet to a curve having a radius of 54.42 feet, the radius point of which bears North 00 degrees 09 minutes 51 seconds East; thence Westerly along said curve 32.29 feet to a point which bears South 34 degrees 09 minutes 51 seconds West from said radius point; thence North 55 degrees 50 minutes 09 seconds West 37.21 feet to a curve having a radius of 10.00 feet, the radius point of which bears North 34 degrees 09 minutes 51 seconds East; thence Northerly along said curve 15.16 feet to a point which bears North 58 degrees 59 minutes 03 seconds

Exhibit A
Legal Description of Additional Tract I
Page 6

West from said radius point, said point lies on a reverse curve having a radius of 144.77 feet, the radius point of which bears North 58 degrees 59 minutes 03 seconds West; thence Northerly along said curve 114.12 feet to a point which bears North 75 degrees 50 minutes 51 seconds East from said radius point, said point lies on a reverse curve having a radius of 75.04 feet, the radius point of which bears North 75 degrees 50 minutes 51 seconds East thence Northerly and Northeasterly along said curve 102.50 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence North 64 degrees 06 minutes 31 seconds East 62.00 feet to a curve having a radius of 82.30 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Easterly along said curve 43.09 feet to a point which bears North 04 degrees 06 minutes 31 seconds East from said radius point; thence South 85 degrees 53 minutes 29 seconds East 19.00 feet to a curve having a radius of 85.64 feet, the radius point of which bears North 04 degrees 06 minutes 31 seconds East from said radius point; thence Easterly along said curve 44.84 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence North 64 degrees 06 minutes 31 seconds East 36.00 feet to a point which bears South 25 degrees 53 minutes 29 seconds East 42.00 feet from the point of beginning; thence North 25 degrees 53 minutes 29 seconds West 42.00 feet to the Point of Beginning.

ALSO:

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the nonexclusive easement for ingress and egress as described in Exhibit B of the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3 all recorded October 11, 1984 as Instrument #84-79773 in the Office of the Recorder of Marion County, Indiana, said commencing point located Southwest of 1726 Glencary Crest in Building A as shown on said As Built Site Plan; thence along the Southerly line of said ingress and egress easement North 74 degrees 44 minutes 46 seconds East 52.21 feet to the Point of Beginning; thence continue along said Southerly line North 74 degrees 44 minutes 46 seconds East 84.79 feet to a curve having a radius of 102.26 feet, the radius point of which bears North 15 degrees 15 minutes 14 seconds West; thence Easterly along said curve 2.82 feet to a point which bears South 16 degrees 50 minutes 06 seconds East from said radius point; thence along the extension of and the Easterly side of an existing garage South 24 degrees 36 minutes 50 seconds East 69.09 feet to the Southeast corner of said garage; thence along the Southerly side of said garage South 65 degrees 23 minutes 10 seconds West 10.50 feet; thence South 24 degrees 36 minutes 50 seconds East 65.00 feet; thence South 65 degrees 23 minutes 10 seconds West 155.85 feet; thence North 52 degrees 30 minutes 00 seconds West 93.71 feet to a point which bears South 37 degrees 30 minutes 00 seconds West 139.98 feet from the point of beginning; thence North 37 degrees 30 minutes 00 seconds East 139.98 feet to the Point of Beginning, containing 0.55 acres, more or less.

Exhibit A
Legal Description of Additional Tract I
Page 7

Together with a nonexclusive easement for ingress and egress over and across the following described real estate:

Beginning at the Southwest corner of the nonexclusive easement for ingress and egress as described in Exhibit B of the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plat, Sheet 2 of 3 all recorded October 11, 1984 as Instrument #E4-79773 in the Office of the Recorder of Marion County, Indiana, said beginning point located Southwest of 1726 Glencary Crest in Building A as shown on said As Built Site Plan; thence South 15 degrees 15 minutes 14 seconds East 12.06 feet; thence South 37 degrees 30 minutes 00 seconds West 106.44 feet to a curve having a radius of 25.00 feet, the radius point of which bears North 52 degrees 30 minutes 00 seconds West; thence Southwesterly along said curve 15.89 feet to a point which bears South 16 degrees 04 minutes 45 seconds East from said radius point; thence South 73 degrees 55 minutes 15 seconds West 12.97 feet to a curve having a radius of 25.00 feet, the radius point of which bears North 16 degrees 04 minutes 45 seconds West; thence Westerly along said curve 19.35 feet to a point which bears South 28 degrees 15 minutes 25 seconds West; thence North 61 degrees 44 minutes 35 seconds West 19.69 feet to a point having a radius of 25.00 feet, the radius point of which bears South 28 degrees 15 minutes 25 seconds West; thence Westerly, Southwesterly, Southerly and Southeasterly along said curve 97.89 feet to a point which bears South 16 degrees 04 minutes 45 seconds East from said radius point; thence North 73 degrees 55 minutes 15 seconds East 62.00 feet to a curve having a radius of 47.00 feet, the radius point of which bears North 16 degrees 04 minutes 45 seconds West; thence Northeasterly along said curve 29.88 feet to a point which bears South 52 degrees 30 minutes 00 seconds East from said radius point; thence North 37 degrees 30 minutes 00 seconds East 155.29 feet to a point on the Southerly line of said ingress and egress easement which bears North 74 degrees 44 minutes 46 seconds East 52.21 feet from the point of beginning; thence along said Southerly line South 74 degrees 44 minutes 46 seconds West 52.21 feet to the Point of Beginning.

EXHIBIT B

DESCRIPTION OF BUILDINGS AND
CONDOMINIUM UNITS

The Buildings on Additional Tract I as of the date of this Supplemental Declaration are identified and referred to in the Plans as the Mansion and Buildings B, C and D. The "Mansion" is a three story structure with basement constructed of masonry. Buildings B and D are one story structures constructed of wood frame. Building C is a one and two story structure constructed of wood frame. The buildings are more particularly described as follows:

The Mansion contains a total of three (3) separate Condominium Units, which consist of the following:

Unit Mansion-1

1 story
Living Area - 2437 square feet
Basement Storage Area - 366 square feet
Garage - 440 square feet
(2 bedrooms, den and 2-1/2 baths)

Unit Mansion-2

2 story
Living Area - 1665 square feet
Basement Storage Area - 453 square feet
Garage - 440 square feet
(2 bedrooms, den and 2 baths)

Unit Mansion-3

2 story
Living Area - 2063 square feet
Basement Storage Area - 277 square feet
Garage - 440 square feet
(2 bedrooms, den and 2 baths)

Building B contains a total of three (3) separate Condominium Units, which consist of the following:

Unit B-1

1 story
Living Area - 1965 square feet
Basement Area - 855 square feet
Garage - 427 square feet
(2 bedrooms, den and 2 baths)

Unit B-2

1 story
Living Area - 1817 square feet
Garage - 450 square feet
(2 bedrooms, den and 2 baths)

Unit B-3

1 story
Living Area - 2283 square feet
Basement Area - 1070 square feet
Garage - 448 square feet
(2 bedrooms, den and 2-1/2 baths)

Exhibit B
Page 2

Building C contains a total of
three (3) separate Condominium Units,
which consist of the following:

Unit C-1

1 story
Living Area - 1889 square feet
Garage - 443 square feet
(2 bedrooms, den and 2 baths)

Unit C-2

2 story
Living Area - 3257 square feet
Garage - 454 square feet
(2 bedrooms, den and 2-1/2 baths)

Unit C-3

1 story
Living Area - 2275 square feet
Garage - 442 square feet
(2 bedrooms, den and 2-1/2 baths)

Building D contains a total of
three (3) separate Condominium Units,
which consist of the following:

Unit D-1

1 story
Living Area - 2274 square feet
Garage - 443 square feet
(2 bedrooms, den and 2-1/2 baths)

Unit D-2

1 story
Living Area - 1896 square feet
Garage - 443 square feet
(2 bedrooms, den and 2 baths)

Unit D-3

1 story
Living Area - 1980 square feet
Garage - 442 square feet
(2 bedrooms, den and 2 baths)

EXHIBIT C

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
A-1	5.88235
A-2	5.88235
A-3	5.88235
A-4	5.88235
A-5	5.88235
B-1	5.88235
B-2	5.88235
B-3	5.88235
C-1	5.88235
C-2	5.88235
C-3	5.88235
D-1	5.88235
D-2	5.88235
D-3	5.88235
Mansion-1	5.88235
Mansion-2	5.88235
Mansion-3	5.88235

Such Percentage Interests are subject to adjustment and alteration, upon expansion of The Holcomb Estate, as provided in the Declaration.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing First Amendment and Supplement to Declaration and the submission of the Additional Tract I to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing First Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 21 day of November, 1984.

MERCHANTS NATIONAL BANK & TRUST
COMPANY OF INDIANAPOLIS

BY: James A. Buell
James A. Buell
Assistant Vice President

84 93096

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgage for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 21st day of November, 1984.

Carol S. Osborne
Notary Public Residing in
MARION County
CAROL S. OSBORNE
(printed signature)

My Commission Expires:

July 28, 1986

84 93096

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing First Amendment and Supplement to Declaration and the submission of the Additional Tract I to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing First Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 20th day of November, 1984.

COMPUCOM DEVELOPMENT CORPORATION

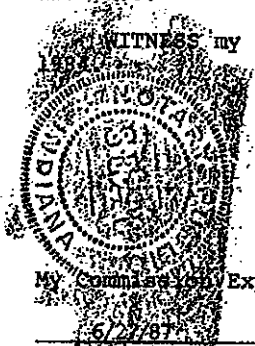
By:

Hayes T. O'Brien
Hayes T. O'Brien
President

84 93096

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Computrom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.



WITNESS my hand and Notarial Seal this 20 day of November,

Susan K. Burford
Notary Public Residing in
Marion County

Susan K. Burford
(printed signature)

My Commission Expires:

6/2/87

84 93096

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, Indianapolis, Indiana 46204.



PAUL I. CRIFE, INC./7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777

PIC Job #82300-30000
December 7, 1984

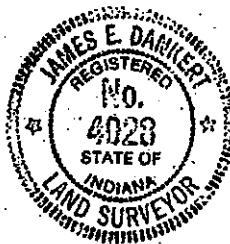
840096145

CORRECTION CERTIFICATE

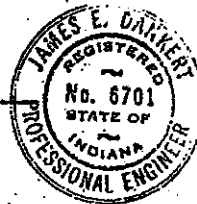
I, the undersigned, hereby certify that the "As Built Plans for The Holcomb Estates Horizontal Property Regime" recorded November 28, 1984 as Instrument #84-93096 in the Marion County, Indiana Recorder's Office was prepared under my supervision.

By error of the draftsman who drew said plans, the area (15.0' x 20.0') on the lower left hand corner of "Mansion Floor Plan" as shown on sheet 6 of 9 sheets was incorrectly labeled "L.C.A.".

To correct said drafting error, the area (15.0' x 20.0') shall be labeled "L.C.A. to MANSION-1 STORAGE 1705 GLENCARY CREST" as shown on the attached exhibit of sheet 6 of 9.



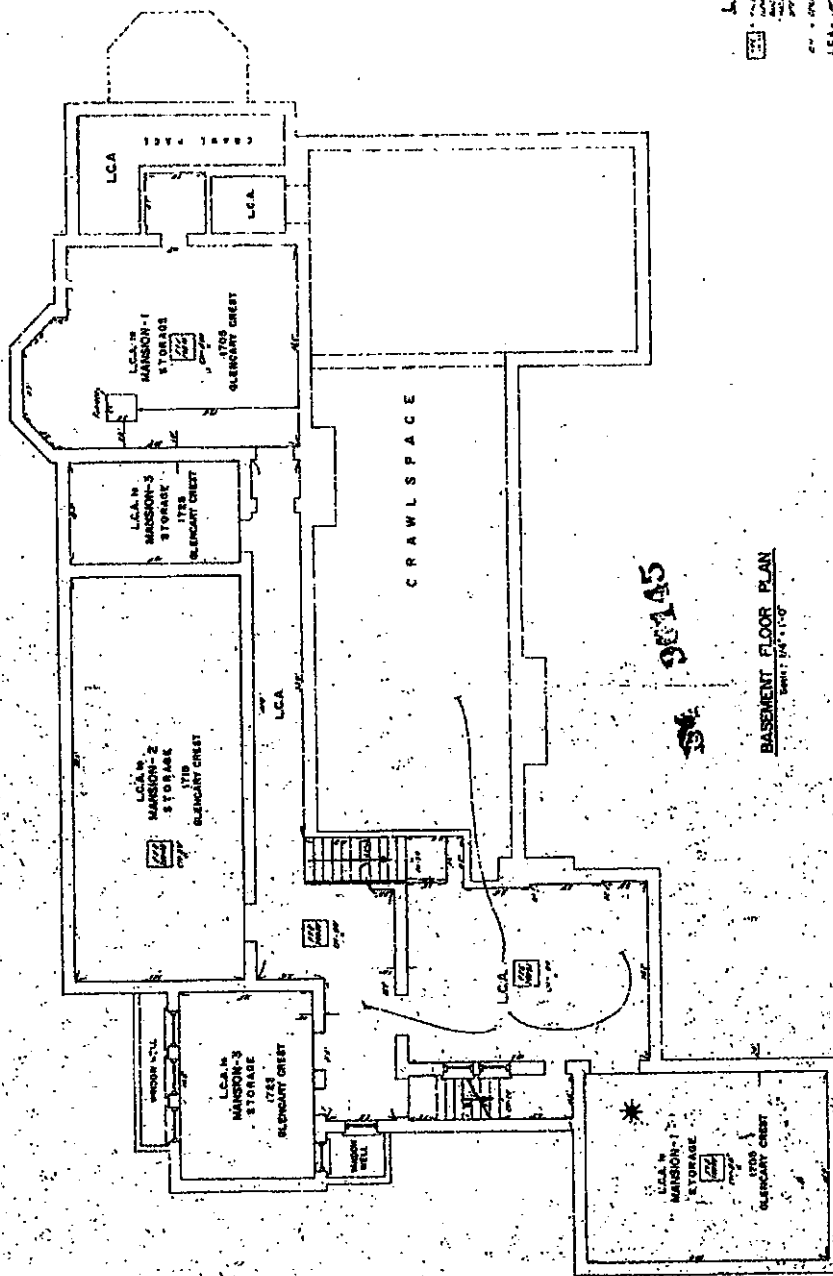
James E. Dankert
James E. Dankert
R.L.S. #4023
P.E. #6701



RECEIVED FOR RECORD
WITH O'LAUGHEN
RECORDER-MARION CO.

DEC 7 2 03 PM '84

RECEIVED
FOR TAXATION
DEC 7 10 03 39 8
COUNTY CLERK



LEGEND

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

4. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

5. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

6. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

BASMENT FLOOR PLAN

Sheet 2 of 4

PAUL CRIPPE INC. CIVIL ENGINEERING ARCHITECTURE 1715 N. 10TH AVE. SUITE 200 DENVER, CO 80202		PROJECT MANSION BASEMENT FLOOR PLAN	
DATE 10/10/00		SCALE 1/4" = 1'-0"	
DESIGNED BY J. CRIPPE		CHECKED BY J. CRIPPE	
APPROVED BY J. CRIPPE		DATE 10/10/00	
PROJECT NO. 00145		SHEET NO. 2 OF 4	

CROSS REFERENCE

CROSS REFERENCE

850008313

SECOND AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

2800

3000

This Second Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Second Amendment and Supplement"), made this 31st day of January, 1984 by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract II").

D. Additional Tract II constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the third phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

FILED
FOR RECORDATION
FEB 1 1985
COUNTY AUDITOR

RECEIVED FOR RECORD
FEB 1 1 22 PM '85
RECORDER-MARION CO.

E. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract II and to the inclusion of Additional Tract II in The Holcomb Estate have been met and satisfied and Declarant, by this Second Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract II and to incorporate Additional Tract II in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Second Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract II and this Second Amendment and Supplement; provided, however, Additional Tract II shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract II Plans defined in this Second Amendment and Supplement.

"Tract II Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract II, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of January 17, 1985, and a site plan of Additional Tract II and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of January 17, 1985, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract II and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb

1

Estate is hereby expanded to include Additional Tract II, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Second Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There is one (1) Building containing two (2) Condominium Units on Additional Tract II as shown on the Tract II Plans. The Building is identified and referred to in the Tract II Plans and in this Second Amendment and Supplement as Building E. A description of the Building located on Additional Tract II and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Second Amendment and Supplement, The Holcomb Estate now consists of six (6) Buildings containing nineteen (19) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Second Amendment and

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Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract II is identified on the Tract II Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter or name and number for such Condominium Unit as shown on the Tract II Plans, and shall be stated as "Condominium Unit (with identifying letter or name and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Second Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract II Plans setting forth the layout, location, identification numbers and dimensions of the Condominium

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Units and Property identified in this Second Amendment and Supplement 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, under the same Instrument Number as this Second Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Second

Amendment and Supplement to be executed the day and year first
above written.

HOLCOMB PROPERTIES

By Tom Charles Huston
Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, the undersigned, a Notary Public in and for said
County and State, personally appeared Tom Charles Huston, known to
me and known by me to be the Assistant General Manager of Holcomb
Properties, an Indiana general partnership, who acknowledged the
execution of the foregoing Second Amendment and Supplement to
Declaration of Horizontal Property Regime for and on behalf of
said partnership.

WITNESS my hand and Notarial Seal this 31st day of January,
1985.

Von Leigh Wilson
Notary Public Residing in
Marion County
Von Leigh Wilson
(printed signature)

My Commission Expires:
August 13, 1986

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis,
Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Second Amendment and Supplement to Declaration and the submission of the Additional Tract II to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Second Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 29 day of January, 1985.

MERCHANTS NATIONAL BANK & TRUST
COMPANY OF INDIANAPOLIS

By James A. Buell
James A. Buell
Assistant Vice President

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 29th day of January, 1985.

Cynthia K. Corey
Notary Public Residing in Marion County
Cynthia K. Corey
(printed signature)

My Commission Expires:

11-19-88

850009313

This instrument prepared by Tom Charles Huston, Attorney at Law,
1315 Merchants Bank Building, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Second Amendment and Supplement to Declaration and the submission of the Additional Tract II to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Second Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 18th day of January, 1985.

COMPUCOM DEVELOPMENT CORPORATION

By: Hayes T. O'Brien

Hayes T. O'Brien
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 18 day of January, 1985.

Jane G. Ryan
Notary Public Residing in
Marion County

Jane G. Ryan
(printed signature)

My Commission Expires:

April 17, 1986

850008313

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT II

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 21 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet; thence South 25 degrees 53 minutes 29 seconds East 54.00 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 31.42 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence South 64 degrees 06 minutes 31 seconds West 16.00 feet to a curve having a radius of 63.64 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Westerly along said curve 33.32 feet to a point which bears South 04 degrees 06 minutes 31 seconds West from said radius point; thence North 85 degrees 53 minutes 29 seconds West 19.00 feet to a curve having a radius of 104.30 feet, the radius point of which bears South 04 degrees 06 minutes 31 seconds West; thence Westerly along said curve 54.61 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence South 64 degrees 06 minutes 31 seconds West 62.00 feet to a curve having a radius of 97.04 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Southwesterly and Southerly along said curve 132.55 feet to a point which bears South 75 degrees 50 minutes 51 seconds West from said radius point, said point lies on a reverse curve having a radius of 122.77 feet, the radius point of which bears South 75 degrees 50 minutes 51 seconds West; thence Southerly along said curve 103.53 feet to a point which bears South 55 degrees 50 minutes 09 seconds East from said radius point; thence South 34 degrees 09 minutes 51 seconds West 49.00 feet to a curve having a radius of 136.51 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Southerly along said curve 84.23 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence South 01 degrees 11 minutes 29 seconds East 141.47 feet to a curve having a radius of 127.41 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Southerly along said curve 18.03 feet to the Point of Beginning; thence North 82 degrees 46 minutes 58 seconds West 201.27 feet to a point in the center line of Cold Spring Road as located February, 1983; thence along said Cold Spring Road South 07 degrees 13 minutes 02 seconds West 146.30 feet to the Northwest corner of a 1.62 acre parcel as described in Exhibit A of Instrument #84-93096 recorded November 28, 1984 in the Office of the Recorder of Marion County, Indiana; thence along the Northerly line of said 1.62 acre parcel North 84 degrees 30 minutes 00 seconds East 190.77 feet to a point on a curve having a radius of 40.00 feet, the radius point of which bears North 88 degrees 13 minutes 31 seconds East, said point lies on the

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Exhibit A
Legal Description of Additional Tract 11
Page 2

Westerly line of the first described nonexclusive easement for ingress and egress in Exhibit A of said instrument #84-93096 (the next three courses are along said easement); (1) thence Northerly along said curve 45.00 feet to a point which bears North 27 degrees 19 minutes 01 seconds West from said 40.00 foot radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears North 27 degrees 19 minutes 01 seconds West; (2) thence Northeasterly along said curve 44.29 feet to a point which bears North 68 degrees 05 minutes 37 seconds East from said radius point, said point lies on a reverse curve having a radius of 127.41 feet, the radius point of which bears North 68 degrees 05 minutes 37 seconds East; (3) thence Northerly along said curve 28.03 feet to a point which bears South 80 degrees 41 minutes 58 seconds West from said radius point which is the Point of Beginning, containing 0.57 acres, more or less.

Together with the first described nonexclusive easement for ingress and egress in Exhibit A of said instrument #84-93096.

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EXHIBIT B

DESCRIPTION OF BUILDING AND
CONDOMINIUM UNITS

The Building on Additional Tract II as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building E. Building E is a one story structure constructed of wood frame. The building is more particularly described as follows:

Building E contains a total of two (2) separate Condominium Units, which consist of the following:

Unit E-1

1 story
Living Area - 1890 square feet
Garage - 420 square feet
(2 bedrooms, den and 2 baths)

Unit E-2

1 story
Living Area - 1972 square feet
Garage - 444 square feet
(2 bedrooms, den and 2 baths)

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EXHIBIT C

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
A-1	5.26315
A-2	5.26315
A-3	5.26315
A-4	5.26315
A-5	5.26315
B-1	5.26315
B-2	5.26315
B-3	5.26315
C-1	5.26315
C-2	5.26315
C-3	5.26315
D-1	5.26315
D-2	5.26315
D-3	5.26315
Mansion-1	5.26315
Mansion-2	5.26315
Mansion-3	5.26315
E-1	5.26315
E-2	5.26315

Such Percentage Interests are subject to adjustment and alteration, upon expansion of The Holcomb Estate, as provided in the Declaration.

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Holcomb

ESTATES

H.P.R.

3 Pages - Over size
Plans

RECEIVED FOR RECORD
RETH BY HUGHES
RECORDED - MARION CO.
FEB 1 1 26 PM '95

850008313



PAUL I. CRIFE, INC./7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777

PIC Job #82300-30000
March 18, 1985
Sheet 1 of 2

CROSS REFERENCE

850022389 CORRECTION CERTIFICATE

I, the undersigned, hereby certify that the "As Built Plans for The Holcomb Estates Horizontal Property Regime" recorded October 11, 1984 as Instrument 84-79773 in the Marion County, Indiana Recorder's Office was prepared under my supervision.

By error of the scrivener who drew said plans the unit designation is incorrectly labeled from right to left on sheet 3 of 3 sheets.

To correct said error I am recording this corrective unit designation to be labeled from left to right as shown on the attached exhibit of sheet 3 of 3. (Exhibit Sheet 2 of 2 dated 3/18/85)

RECEIVED FOR RECORD
MAR 26 3 07 PM '85



James E. Dankert
R.L.S. #4028
P.E. #6701

James E. Dankert

26TH
MARCH 1985
MARK E. HILL
COUNTY CLERK

MAR 25 06 06 719
DULY ENTERED
FOR TAXATION

APPROVAL

E. E. CRIFE, INC.

DEVELOPMENT

DESIGN

PLANNING & ZONING

COMMITTEE

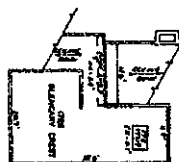
MAR 25 1985

James E. Dankert

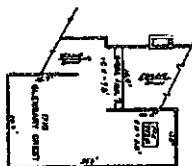
SUBDIVISION ADMINISTRATOR

This instrument prepared by James E. Dankert,
President of Paul I. Cripe, Inc.

850022389

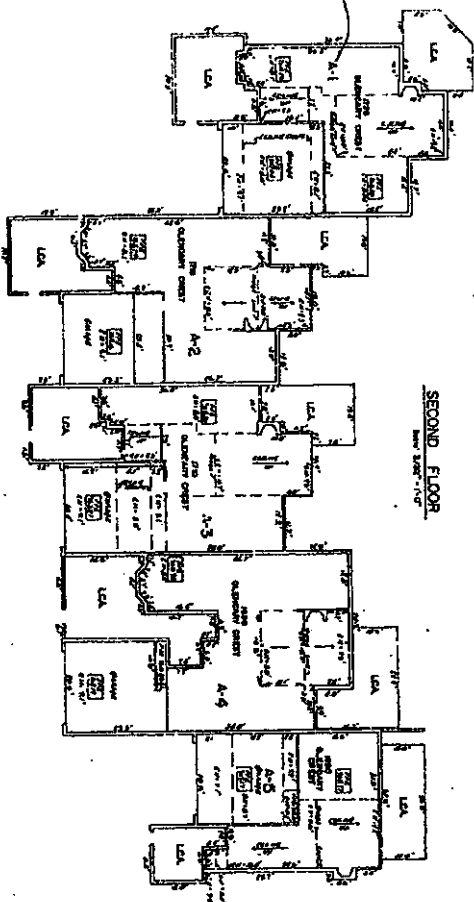


850022389



SECOND FLOOR

UNIT DESIGNATION



FIRST FLOOR

LEGEND

1. ROOMS ARE SHOWN WITH THE NUMBER OF THE ROOM IN THE CORNER OF THE ROOM. THE ROOMS ARE SHOWN WITH THE NUMBER OF THE ROOM IN THE CORNER OF THE ROOM. THE ROOMS ARE SHOWN WITH THE NUMBER OF THE ROOM IN THE CORNER OF THE ROOM.

EXHIBIT SHEET 2 OF 2

3/18/88

CROSS REFERENCE

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CROSS REFERENCE
4 3-OVER S. 2E

AS BUILT PLANS FOR
THE HOLCOMB ESTATES
H. P. R.

ATTACHED TO THE THIRD AMENDMENT
AS ONE DOCUMENT

84-79773

RECEIVED FOR RECORD
BETH O'LAUGHAN CO.
RECORDER-MARIION CO.
JUN 11 2 45 PM '85

(SEE COPY)
(DO NOT FILE)
(H. P. R. - 100-1000000)

Paul Crige
842-6777

CROSS REFERENCE

850057287

THIRD AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

(11)

3 25
OCT 25 24

This Third Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Third Amendment and Supplement"), made as of the 1st day of July, 1985, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8513.

D. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract III").

FILED
JUL 11 1985
014931
JAY D. McBRIDE
MARION COUNTY AUDITOR

RECEIVED FOR RECORD
BETH C. LAUGHIN
RECORDER-MARION CO.
JUL 11 2 43 PM '85

E. Additional Tract III constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fourth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

F. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract III and to the inclusion of Additional Tract III in The Holcomb Estate have been met and satisfied and Declarant, by this Third Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract III and to incorporate Additional Tract III in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Third Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract III and this Third Amendment and Supplement; provided, however, Additional Tract III shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract III Plans defined in this Third Amendment and Supplement.

"Tract III Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract III, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of July 1, 1985, and a site plan of Additional Tract III and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of July 1, 1985, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract III and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract III, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and

provisions of the Declaration, this Third Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There is one (1) Building containing three (3) Condominium Units on Additional Tract III as shown on the Tract III Plans. The Building is identified and referred to in the Tract III Plans and in this Third Amendment and Supplement as Building R. A description of the Building located on Additional Tract III and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Third Amendment and Supplement, The Holcomb Estate now consists of seven (7) Buildings containing twenty-two (22) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Third Amendment and Supplement, shall be 4.545%. Each Condominium Unit on Additional Tract III is identified on the Tract III Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract III Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Third Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract III Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Third Amendment and Supplement 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, under the same Instrument Number as this Third Amendment and Supplement.

7. Description of Certain Units. The Declaration, as amended to date, is further amended to correct the following scrivener errors:

(a) Unit C-2 as described in Exhibit B to the First Amendment contains 2,270 square feet of living area.

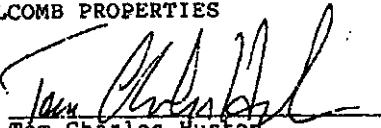
(b) Units B-3, C-3 and D-1 as described in Exhibit B to the First Amendment each contain only two (2) baths.

8. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By


Tom Charles Huston
Assistant General Manager

85 57287

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant-General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Third Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 1st day of July, 1985.

Von Leigh Wilson
Notary Public Residing in
Marion County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1986

85 57287

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Third Amendment and Supplement to Declaration and the submission of the Additional Tract III to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Third Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 9th day of July, 1985.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By James A. Buell
James A. Buell
Assistant Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

85 57287

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 9th day of July,
1985.

Cynthia K Corey
Notary Public Residing in
Marion County

Cynthia K Corey
(printed signature)

My Commission Expires:

11-19-88

85 57287

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Third Amendment and Supplement to Declaration and the submission of the Additional Tract III to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Third Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 8th day of July, 1985.



COMPUCOM DEVELOPMENT CORPORATION

By Hayes T. O'Brien
Hayes T. O'Brien
President

STATE OF INDIANA)
COUNTY OF MARION) SS:

85 57287

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent to Mortgage for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 8th day of July,
1985.

Emily Yeager Blank
Notary Public Residing in
Marion County

Emily Yeager Blank

(printed signature)

My Commission Expires:

February 3, 1989

85 57287

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT III

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the nonexclusive easement for ingress and egress as described in Exhibit B of the Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3 all recorded October 11, 1984 as Instrument #84-79773 in the Office of the Recorder of Marion County, Indiana, said commencing point is also the point of beginning of the last described nonexclusive easement for ingress and egress in Exhibit A of the First Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime recorded November 28, 1984 as Instrument #84-93096 in said Recorder's office and said commencing point located Southwest of 1726 Glenary Crest in Building A as shown on said As Built Site Plan; thence along the common line of said ingress and egress easements North 74 degrees 44 minutes 46 seconds East 52.21 feet (the next five courses are along the Easterly and Southerly line of the last said ingress and egress easement); (1) thence South 37 degrees 30 minutes 00 seconds West 139.98 feet to the Point of Beginning; (2) thence continue South 37 degrees 30 minutes 00 seconds West 15.32 feet to a curve having a radius of 47.00 feet, the radius point of which bears North 52 degrees 30 minutes 00 seconds West; (3) thence Westerly along said curve 29.88 feet to a point which bears South 16 degrees 04 minutes 45 seconds East from said radius point; (4) thence South 73 degrees 55 minutes 15 seconds West 62.00 feet to a curve having a radius of 25.00 feet, the radius point of which bears North 16 degrees 04 minutes 45 seconds West; (5) thence Westerly and Northwesterly along said curve 39.27 feet to a point which bears South 73 degrees 55 minutes 15 seconds West from said radius point; thence South 73 degrees 55 minutes 15 seconds West 32.20 feet; thence South 16 degrees 04 minutes 45 seconds East 134.00 feet; thence North 73 degrees 55 minutes 15 seconds East 144.78 feet; thence North 37 degrees 30 minutes 00 seconds East 87.36 feet to a point which bears South 52 degrees 30 minutes 00 seconds East 93.91 feet from the point of beginning; thence North 52 degrees 30 minutes 00 seconds West 93.91 feet to the Point of Beginning, containing 0.50 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument #84-79773 and November 28, 1984 as Instrument #84-93096 in the Office of the Recorder of Marion County, Indiana.

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EXHIBIT B

DESCRIPTION OF BUILDING AND
CONDOMINIUM UNITS

The Building on Additional Tract III as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building R. Building R is a one and two story structure constructed of wood frame. The building is more particularly described as follows:

Building R contains a total of three (3) separate Condominium Units, which consist of the following:

Unit R-1

1 story
Living Area - 2245 square feet
Basement Area - 1065 square feet
Garage - 440 square feet
(2 bedrooms, den and 2 baths)

Unit R-2

2 story
Living Area - 2300 square feet
Garage - 470 square feet
(2 bedrooms, den and 2 1/2 baths)

Unit R-3

1 story
Living Area - 2250 square feet
Basement Area - 1065 square feet
Garage - 440 square feet
(2 bedrooms, den and 2 baths)

85 57287

CROSS REFERENCE

860041800

2000
11
JUST ENTERED
FOR TAXATION

FOURTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY MAY 1986 012457
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

LOUISIANA AUDITOR
George L. Mowrey

This Fourth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Fourth Amendment and Supplement"), made as of the 16th day of May, 1986, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8513.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which

RECEIVED FOR RECORD
BETH ANN WILKINSON
MAY 19 12 03 PM '86

APPROVED BY
MAY 19 1986
JOHN W. JOYCE
CLERK OF MARION COUNTY
INDIANA

is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract IV").

P. Additional Tract IV constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fifth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

G. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract IV and to the inclusion of Additional Tract IV in The Holcomb Estate have been met and satisfied and Declarant, by this Fourth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract IV and to incorporate Additional Tract IV in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Fourth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract IV and this Fourth Amendment and Supplement; provided, however, Additional Tract IV shall for all purposes now be included in the definition of "Tract" in the Declaration; and the definition of "Plans" in the Declaration where appropriate shall now include the Tract IV Plans defined in this Fourth Amendment and Supplement.

"Tract IV Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract IV, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of May 12, 1986, and a site plan of Additional Tract IV and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of May 13, 1986, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract IV and all appurtenant easements, Condominium Unit, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb

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Estate, and The Holcomb Estate is hereby expanded to include Additional Tract IV, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Fourth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing one (1) Condominium Unit on Additional Tract IV as shown on the Tract IV Plans. The Building is identified and referred to in the Tract IV Plans and in this Fourth Amendment and Supplement as Building S. A description of the Building located on Additional Tract IV and the Condominium Unit contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Fourth Amendment and Supplement, The Holcomb Estate now consists of eight (8) Buildings containing twenty-three (23) Condominium Units.

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4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Unit heretofore included in The Holcomb Estate and the Condominium Unit added to The Holcomb Estate by this Fourth Amendment and Supplement, shall be 4.34782%. The Condominium Unit on Additional Tract IV is identified on the Tract IV Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract IV Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Fourth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by,

through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract IV Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Unit and Property identified in this Fourth Amendment and Supplement 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, under the same Instrument Number as this Fourth Amendment and Supplement.

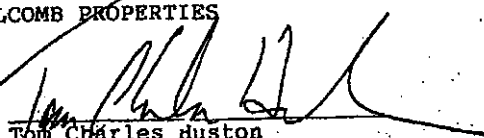
7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment and Supplement to be executed the day and year first above written.

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HOLCOMB PROPERTIES

BY


Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Fourth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 16th day of May, 1986.

Michele E. Straub
Notary Public Residing in
Marion County

Michele E. Straub
(printed signature)

My Commission Expires:
March 18, 1989

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This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Fourth Amendment and Supplement to Declaration and the submission of the Additional Tract IV to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fourth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 14 day of May, 1986.

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MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By James A. Buell
James A. Buell
Assistant Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 14th day of May,
1986.

Cynthia K. Corey
Notary Public Residing in
Marion County.

Cynthia K. Corey
(printed signature)

My Commission Expires:

11-19-88

860041800

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Fourth Amendment and Supplement to Declaration and the submission of the Additional Tract IV to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fourth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

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EXECUTED this 12th day of May, 1986.

COMPUCOM DEVELOPMENT CORPORATION

By

Hayes T. O'Brien
Hayes T. O'Brien
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent to Mortgage for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 12th day of May,
1986.

Emily Yeager Blank
Notary Public Residing in
Marion County

Emily Yeager Blank
(printed signature)

My Commission Expires:

February 3, 1989

860041800



This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT IV

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows;

Commencing at the Southwest corner of the Nonexclusive easement for ingress and egress as described in Exhibit B of the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3 all recorded October 11, 1984 as Instrument #84-79773 in the Office of the Recorder of Marion County, Indiana, said commencing point located Southwest of 1726 Glencary Crest in Building A as shown on said As Built Site Plan; thence along the Southerly line of said ingress and egress easement North 74 degrees 44 minutes 46 seconds East 137.00 feet to a curve having a radius of 102.26 feet, the radius point of which bears North 15 degrees 15 minutes 14 seconds West; thence Easterly along said curve 2.82 feet to a point which bears South 16 degrees 50 minutes 06 seconds East from said radius point, which said point is the Point of Beginning (the next three courses are along the Easterly side of the 0.55 acre tract as described in Instrument #84-93096 recorded November 28, 1984 in said Recorder's Office); thence along the extension of and the Easterly side of as existing garage South 24 degrees 36 minutes 50 seconds East 69.08 feet to the Southeast corner of said garage; thence along the Southerly side of said garage South 65 degrees 23 minutes 10 seconds West 10.50 feet; thence South 24 degrees 36 minutes 50 seconds East 65.00 feet; thence North 65 degrees 23 minutes 10 seconds East 80.00 feet; thence North 24 degrees 36 minutes 50 seconds West 139.57 feet to a point on said curve having a radius of 102.26 feet, the radius point of which bears North 45 degrees 01 minute 17 seconds West; thence Westerly along said curve 50.31 feet to the Point of Beginning, containing 0.17 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument #84-79773 and November 28, 1984 as Instrument #84-93096 in the Office of the Recorder of Marion County, Indiana.

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EXHIBIT B
DESCRIPTION OF BUILDING AND
CONDOMINIUM UNIT

The building on Additional Tract IV as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building S. Building S is a one story structure constructed of wood frame. The building is more particularly described as follows:

Building S contains a total of one (1) separate
Condominium Unit, which consists of the following:

Unit S-1

1 story
Living Area - 2230 square feet
Basement Area - 880 square feet (improved)
Garage - 440 square feet
(3 bedrooms, den and 3 baths)

860041800

CROSS REFERENCE

860045460

APPROVED THIS 29th
DAY OF May 1986
ASSESSOR OF WASHINGTON TWP.
James L. Taylor, Jr. DRAFTSMAN

FIFTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

2000
①

This Fifth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Fifth Amendment and Supplement"), made as of the 27th day of May, 1986, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8513.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

ONLY ENTERED
FOR TAXATION
MAY 29 1986
COUNTY AUDITOR
Marion County, Indiana

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MAY 29 2 52 PM '86

the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract V").

G. Additional Tract V constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fifth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

H. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract V and to the inclusion of Additional Tract V in The Holcomb Estate have been met and satisfied and Declarant, by this Fifth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract V and to incorporate Additional Tract V in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Fifth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract V and this Fifth Amendment and Supplement; provided, however, Additional Tract V shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract V Plans defined in this Fifth Amendment and Supplement.

"Tract V Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract V, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of May __, 1986, and a site plan of Additional Tract V and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of May __, 1986, all of which are incorporated herein by reference.

86-45460

2. Declaration. Declarant hereby expressly declares that Additional Tract V and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract V, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Fifth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing three (3) Condominium Units on Additional Tract V as shown on the Tract V Plans. The Building is identified and referred to in the Tract V Plans and in this Fifth Amendment and Supplement as Building F. A description of the Building located on Additional Tract V and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Fifth Amendment and Supplement, The Holcomb Estate now consists of nine (9) Buildings containing twenty-six (26) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Fifth Amendment and Supplement, shall be 3.84615%. The Condominium Units on Additional Tract V are identified on the Tract V Plans by a letter which identifies the Building in which the Condominium Units are located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract V Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Fifth Amendment and Supplement, the Declaration, all

86-45460

previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

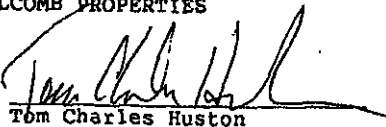
6. Floor Plans. The Tract V Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Fifth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Fifth Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Fifth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By


Tom Charles Huston
Assistant General Manager

86-45460

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Fifth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 27th day of May, 1986.

Von Leigh Wilson
Notary Public Residing in
Marion County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1986

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

86-845460

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Fifth Amendment and Supplement to Declaration and the submission of the Additional Tract V to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fifth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 22 day of May, 1986.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

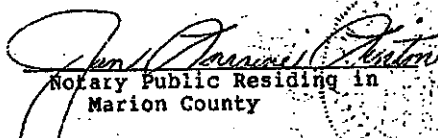
By James A. Buell
James A. Buell
Assistant Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgage for and on behalf of said bank and stated that the representations therein are true.

86-45460

WITNESS my hand and Notarial Seal this 22nd day of May,
1986.


Notary Public Residing in
Marion County
Jan Lorraine Kinton
(printed signature)

My Commission Expires:

4-23-88

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

86-45460

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Fifth Amendment and Supplement to Declaration and the submission of the Additional Tract V to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fifth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 21st day of May, 1986.

COMPUCOM DEVELOPMENT CORPORATION

By Hayes T. O'Brien
Hayes T. O'Brien
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent to Mortgage for and on behalf of said corporation and stated that the representations therein are true.

86-45460

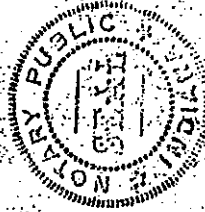
WITNESS my hand and Notarial Seal this 2nd day of May,
1986.

Emily Yeager Blank
Notary Public Residing in
Marion County

Emily Yeager Blank
(printed signature)

My Commission Expires:

February 3, 1989



This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

86-45460

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT V

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows;

Beginning at the Northeast corner of the 1.62 acre parcel of Additional Tract I as described in EXHIBIT A of the Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, sheet 2 of 9 all recorded November 28, 1984 as Instrument 84-93098 in the Office of the Recorder of Marion County, Indiana; thence along the Northerly line of said 1.62 acre parcel South 83 degrees 45 minutes 45 seconds West 110.00 feet to a point on the Easterly side of the nonexclusive easement as described in said EXHIBIT A, which said point lies on a curve having a radius of 127.41 feet, the radius point of which bears South 88 degrees 48 minutes 31 seconds West (the next three courses are along said nonexclusive easement); (1) thence Northerly along said curve 84.27 feet to a point which bears North 59 degrees 54 minutes 19 seconds East from said radius point, said point lies on a reverse curve having a radius of 105.41 feet, the radius point of which bears North 59 degrees 54 minutes 19 seconds East; (2) thence Northerly along said curve 53.17 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; (3) thence North 01 degree 11 minutes 29 seconds West 83.26 feet; thence North 88 degrees 48 minutes 31 seconds East 93.53 feet; thence South 19 degrees 00 minutes 00 seconds East 146.02 feet; thence South 01 degree 40 minutes 00 seconds East 47.12 feet to the Point of Beginning, containing 0.50 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument #84-79773 and November 28, 1984 as Instrument #84-93098 in the Office of the Recorder of Marion County, Indiana.

86-45460

EXHIBIT 3

DESCRIPTION OF BUILDINGS AND
CONDOMINIUM UNITS

The building on Additional Tract V as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building F. Building F is a one story structure constructed of wood frame. The building is more particularly described as follows:

Building F contains a total of three (3) separate Condominium Units, which consists of the following:

Unit F-1

1 story
Living Area - 2250 square feet
Basement Area - 1040 square feet (improved)
Garage - 445 square feet
(3 bedrooms, den and 3 baths)

Unit F-2

1 story
Living Area - 1870 square feet
Basement Area - 1075 square feet
Garage - 450 square feet
(2 bedrooms, den and 2 baths)

Unit F-3

1 story
Living Area - 1980 square feet
Basement Area - 900 square feet
Garage - 445 square feet
(2 bedrooms, den and 2 baths)

86-45460

1700
(3)

CROSS REFERENCE

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BETH O'LAUGHLIN
RECORDER-MARION CO.
SEP 25 10 55 AM '86

SP

As Built Plans for
The Holcomb Estates
(HPR)
4401 Cola Springs Rd.

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
SEP 25 3 55 PM '86

See Panel 1 (32.4 Acres +/-)
of Exhibit A,
Instrument # 84-79773

Washington
Twp.

DMK
Paul Cripe
842-6777

DULY ENTERED
FOR TAXATION

860095927

1800
(12)

SEP 25 86 028186

COUNTY AUDITOR SIXTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

This Sixth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Sixth Amendment and Supplement"), made as of the 22nd day of September, 1986, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8513.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

RECEIVED FOR RECORD
BETH O'LAUGHIN
RECORDER-MARION CO.
SEP 25 3 55 PM '86

APPROVED THIS 25th
DAY OF September 1986
ASSESSOR OF WASHINGTON TWP.
BRAFTMAN

the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract VI").

H. Additional Tract VI constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fifth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

I. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract VI and to the inclusion of Additional Tract VI in The Holcomb Estate have been met and satisfied and Declarant, by this Sixth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract VI and to incorporate Additional Tract VI in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Sixth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract VI and this Sixth Amendment and Supplement; provided, however, Additional Tract VI shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract VI Plans defined in this Fifth Amendment and Supplement.

"Tract VI Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract VI, prepared by Paul I. Cripe, Inc.,

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certified by James E. Dankert, a licensed professional engineer under date of September 15, 1986, and a site plan of Additional Tract VI and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of September 15, 1986, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract VI and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract VI, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Sixth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing three (3) Condominium Units on Additional Tract VI as shown on the Tract VI Plans. The Building is identified and referred to in the Tract VI Plans and in this Sixth Amendment and Supplement as Building L. A description of the Building located on Additional Tract VI and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Sixth Amendment and Supplement, The Holcomb Estate now consists of ten (10) Buildings containing twenty-nine (29) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Sixth Amendment and Supplement, shall be 3.44827%. The Condominium Units on Additional Tract VI are identified on the Tract VI Plans by a letter which identifies the Building in which the Condominium Units are located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract VI

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Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Sixth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract VI Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Sixth Amendment and Supplement 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, under the same Instrument Number as this Sixth Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

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IN WITNESS WHEREOF, the undersigned has caused this Sixth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By 

Tom Charles Huston
Assistant General Manager

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Sixth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 22nd day of September, 1986.

Von Leigh Wilson
Notary Public Residing in
Marion County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1990

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building. 11 South Meridian Street, Indianapolis, Indiana 46204.

860095927

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Sixth Amendment and Supplement to Declaration and the submission of the Additional Tract VI to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Sixth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 10 day of September, 1986.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By James A. Buell
James A. Buell
Assistant Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

860095927

WITNESS my hand and Notarial Seal this 11th day of
September, 1986.

Wilma S. Napier
Notary Public Residing in
Johnson County

Wilma S. Napier
(printed signature)

My Commission Expires:

8/4/90

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This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Sixth Amendment and Supplement to Declaration and the submission of the Additional Tract VI to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fifth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 8th day of September, 1986.

COMPUCOM DEVELOPMENT CORPORATION

By Hayes T. O'Brien
Hayes T. O'Brien
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent to Mortgage for and on behalf of said corporation and stated that the representations therein are true.

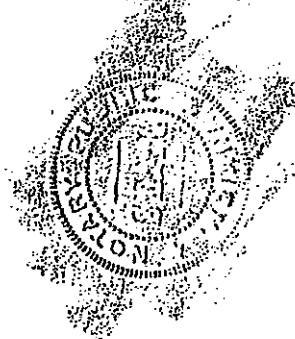
WITNESS my hand and Notarial Seal this 8th day of
September, 1986.

Emily Yeager Blank
Notary Public Residing in
Marion County

Emily Yeager Blank
(printed signature)

My Commission Expires:

February 3, 1989



860095927 -

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

EXHIBIT A
LEGAL DESCRIPTION OF
ADDITIONAL TRACT VI

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East
In Marion County, Indiana, more particularly described as follows:

Beginning at the point of intersection of the Easterly line of the
nonexclusive ingress and egress easement with the Northeasterly line of the
0.45 acre parcel of Additional Tract I as described in EXHIBIT A of the
Declaration of Horizontal Property Regime and shown on the AS BUILT SITE PLAN,
Sheet 2 of 9 all recorded November 28, 1984 as Instrument Number 84-93096 in
the Office of the Recorder of Marion County, Indiana; thence along the
Northeasterly line of said 0.45 acre parcel of Additional Tract I and the
Northeasterly line extended South 65 degrees 48 minutes 34 seconds East 128.00
feet; thence North 13 degrees 33 minutes 03 seconds East 196.67 feet; thence
South 89 degrees 24 minutes 09 seconds West 97.00 feet; thence South 49
degrees 58 minutes 07 seconds West 47.32 feet to a point on the Easterly side
of the nonexclusive easement as described in said Exhibit A, which said point
lies on a curve having a radius of 30.00 feet, the radius of which bears South
49 degrees 58 minutes 07 seconds West (the next two courses are along said
nonexclusive easement); thence Southerly along said curve 33.63 feet to a
point which bears South 65 degrees 48 minutes 34 seconds East of said radius
point; thence South 24 degrees 11 minutes 26 seconds West 83.00 feet to the
Point of Beginning, containing 0.45 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded
October 11, 1984 as Instrument #84-79773 and November 28, 1984 as Instrument
#84-93096 in the Office of the Recorder of Marion County, Indiana.

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EXHIBIT B

DESCRIPTION OF BUILDINGS AND CONDOMINIUM UNITS

The building on Additional Tract VI as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building L. Building L is a two story structure and is constructed of wood frame. The building is more particularly described as follows:

Building L contains a total of three (3) separate Condominium units, which consists of the following:

Unit L-1

1 Story	
Living Area	- 2215 square feet
Basement Area	- 1585 square feet
(2 bedrooms, den and 2 baths)	- 445 square feet

Unit L-2

2 Story	
Living Area, First Floor	- 1620 square feet
Second Floor	- 865 square feet
Basement Area	- 950 square feet
Garage Area	- 475 square feet
(3 bedrooms, den and 2 1/2 baths)	

Unit L-3

1 Story	
Living Area	- 2315 square feet
Basement Area	- 1120 square feet
Garage Area	- 464 square feet
(2 bedrooms, den and 2 baths)	

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CROSS REFERENCE

36.505p. (15)

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The Holcomb Estates
H. P. R.

84-79773

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DEPT. OF JUSTICE
RECEIVED-MANION CO.
FEB 6 2 43 PM '87

Washington Sup.

Paul Crippen
842-6777

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APPROVED THIS 12 Feb
DAY OF February 1987
ASSESSOR OF WASHINGTON TWP.
Assessor of Washington Township DRAFTSMAN

SEVENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

CANNOT BE CROSS
INDEXED IN
MARION COUNTY

This Seventh Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Seventh Amendment and Supplement"), made as of the 2nd day of February, 1987, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8513.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

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5:00 PM '87

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the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract VII").

I. Additional Tract VII constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the sixth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

J. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract VII and to the inclusion of Additional Tract VII in The Holcomb Estate have been met and satisfied and Declarant, by this Seventh Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract VII and to incorporate Additional Tract VII in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Seventh Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract VII and this Seventh Amendment and Supplement; provided, however, Additional Tract VII shall for all purposes now be included in the definition of

"Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract VII Plans defined in this Seventh Amendment and Supplement.

"Tract VII Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract VII, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of January 23, 1987, and a site plan of Additional Tract VII and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of January 23, 1987, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract VII and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract VII, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Seventh Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing two (2) Condominium Units on Additional Tract VII as shown on the Tract VII Plans. The Building is identified and referred to in the Tract VII Plans and in this Seventh Amendment and Supplement as Building P. A description of the Building located on Additional Tract VII and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Seventh Amendment and Supplement, The Holcomb Estate now consists of eleven (11) Buildings containing thirty-one (31) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Seventh Amendment and Supplement, shall be 3.2258%. The Condominium Units on Additional Tract VII are identified on the

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Tract VII Plans by a letter which identifies the Building in which the Condominium Units are located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract VII Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Seventh Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract VII Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Seventh Amendment and Supplement 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, under the same Instrument Number as this Seventh Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any

870014334

interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By 

Tom Charles Huston
Assistant General Manager

870014334

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Seventh Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 27th day of January, 1987.

Von Leigh Wilson
Notary Public Residing in
Greene County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1990

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Marchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

87001-1334

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Seventh Amendment and Supplement to Declaration and the submission of the Additional Tract VII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Seventh Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 21st day of January, 1987.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard
Michael W. Richard
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 21 day of January,
1987.

Patricia A. Nuebler
Notary Public, Residing in
Marion County

Patricia A. Nuebler
(printed signature)

My Commission Expires:

7-8-88

870014334

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Seventh Amendment and Supplement to Declaration and the submission of the Additional Tract VII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Seventh Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 27th day of Jan, 1987.

IWC RESOURCES, INC.

BY *Dale B. Luther*
Dale B. Luther
(printed name)
Its President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

87001-1334

Before me, a Notary Public in and for said County and State, personally appeared Dale B. Luther, the President of IWC Resources, Inc., who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on

behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 27th day of January, 1987.



Juanita A. Cromer
Notary Public Residing in
Marion County

Juanita A. Cromer
(printed signature)

My Commission Expires:

July 22, 1987

870014334

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A
Legal Description of the Tract

Beginning at the Point of Beginning of the tract as described in Exhibit B of the Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the as built site plan, Sheet 2 of 3 all recorded October 11, 1984 as Instrument 84-79773 in the Office of the Recorder of Marion County, Indiana; thence along the North line of said "Tract" South 74 degrees 44 minutes 46 seconds West 210.08 feet; thence North 03 degrees 39 minutes 26 seconds West 151.39 feet; thence North 63 degrees 45 minutes 15 seconds East 150.00 feet to a point on the Westerly line of a 22.00 wide ingress and egress easement recorded in said Instrument 84-79773; thence along the Westerly line of said easement South 25 degrees 53 minutes 29 seconds East 180.17 feet to the Point of Beginning, containing 0.67 acres, more or less.

Subject to and together with a 10.00 feet wide gas line easement recorded as Instrument 83-77761 in said Recorder's Office.

Also, subject to and together with a 20.00 feet wide water main easement recorded as Instrument 83-77973 in said Recorder's Office.

And, subject to and together with a 20.00 feet wide sewer easement recorded as Instrument 84-52812 in said Recorder's Office.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument 84-79773 and November 28, 1984 as Instrument 84-93096 in the Office of the Recorder of Marion County, Indiana.

870014334

Exhibit B
Description of Buildings and Condominium Units

The building on additional Tract VII as of the date of this Supplemental Declaration is identified and referred to in the plans as Building P. Building P is a two story structure and is constructed of wood frame. The building is more particularly described as follows:

Building P contains a total of two (2) separate condominium units, which consists of the following:

Unit P-1

2 story

Living Area - first floor	1637 Square Feet
Living Area - second floor	1014 Square Feet
Basement Area	929 Square Feet
Garage Area	398 Square Feet
(3 bedrooms, den and 2 1/2 baths)	

Unit P-2

1 story

Living Area	2250 Square Feet
Basement Area	1083 Square Feet
Garage Area	451 Square Feet
(2 bedrooms, den and 2 baths)	

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25.00

CROSS REFERENCE

870045204

As Built Plans for
The Holcomb Estates
H. P. R.

84-79773

84-93096

85-8313

85-57287

86-41800

86-45460

86-95927

87-14334

84-49972

APR 24 3 57 PM '37

Washington

Paul Cray
842-6777

870045204

APPROVED THIS 23rd DAY OF April, 1987.
ASSESSOR OF WASHINGTON TWP.
Edward J. Kelly, Asst. Public Deput. DRAFTSMAN 22.00

EIGHTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

This Eighth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Eighth Amendment and Supplement"), made as of the 15th day of April, 1987, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

RECORDED
INDEXED
MAY 11 1987
MARION COUNTY, INDIANA

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APR 24 3 57 PM '87
MARION COUNTY, INDIANA

the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract VIII").

J. Additional Tract VIII constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the seventh phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

K. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract VIII and to the inclusion of Additional Tract VIII in The Holcomb Estate have been met and satisfied and Declarant, by this Eighth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract VIII and to incorporate Additional Tract VIII in The Holcomb Estate.

870045204

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Eighth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract VIII and this Eighth Amendment and Supplement; provided, however, Additional Tract VIII shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract VIII Plans defined in this Eighth Amendment and Supplement.

"Tract VIII Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract VIII, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of April 1, 1987, and a site plan of Additional Tract VIII and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of April 1, 1987, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract VIII and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract VIII, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Eighth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing two (2) Condominium Units on Additional Tract VIII as shown on the Tract VIII Plans. The Building is identified and referred to in the Tract VIII Plans and in this Eighth Amendment and Supplement as Building G. A description of the Building located on Additional Tract VIII and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Eighth Amendment and Supplement, The Holcomb Estate now consists of twelve (12) Buildings containing thirty-three (33) Condominium Units.

8700-15204

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Eighth Amendment and Supplement, shall be 3.033%. The Condominium Units on Additional Tract VIII are identified on the Tract VIII Plans by a letter which identifies the Building in which the Condominium Units are located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract VIII Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Eighth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract VIII Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Eighth Amendment and Supplement 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, under the same Instrument Number as this Eighth Amendment and Supplement.

7. Description of the Real Estate. The Declaration, as amended to date, is further amended to correct a scrivener's error in the description of Parcel 1 of the Real Estate set forth in Exhibit A to the Declaration by substituting therefor the description of Parcel 1 set forth on Exhibit C attached hereto. All references to the Real Estate in the Declaration or any amendment or supplement thereto, or in any of the Plans, to the extent applicable to Parcel 1 of the Real Estate, shall

8700-15204

be deemed to be references to the land described as Parcel 1 in the attached Exhibit C. Declarant certifies that this amendment to Exhibit A to the Declaration is made pursuant to the authority reserved to Declarant in Paragraph 14(v) of the Declaration. The land described in Exhibit B to the Declaration as the original Tract and the lands described as Tracts I through VIII in the eight Supplemental Declarations lie within the perimeter, and are consistent with the description, of the land described as Parcel 1 in Exhibit C.

8. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Eighth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By 

Tom Charles Huston
Assistant General Manager

5392a

8700-15204

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Eighth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 15th day of April, 1987.



Notary Public Residing in
Greene County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1990

8700-15204

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Eighth Amendment and Supplement to Declaration and the submission of the Additional Tract VIII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Eighth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 9th day of April, 1987.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard
Michael W. Richard
Vice President

8700-15204

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 9th day of April, 1987.


Notary Public Residing in
Marion County

Patricia A. Nuebler
(printed signature)

My Commission Expires:
7-8-88

870045204

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Eighth Amendment and Supplement to Declaration and the submission of the Additional Tract VIII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Eighth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 13th day of April, 1987.

IWC RESOURCES CORPORATION

By

Dale B. Luther
Dale B. Luther
President

870045204

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Dale B. Luther, the President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 13 day of April, 1987.


Notary Public Residing in
Marion County

JANE G. RYAN
(printed signature)

My Commission Expires:

4-17-90

870045204

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A
LEGAL DESCRIPTION OF
ADDITIONAL TRACT VIII

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East
In Marion County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the 0.57 acre parcel of Additional Tract
II as described in Exhibit A of the Second Amendment and Supplement to
Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal
Property Regime and shown on the As Built Site Plan, Sheet 2 of 3 all recorded
February 1, 1985 as Instrument #85-8313 in the Office of the Recorder of
Marion County, Indiana; thence North 82 degrees 46 minutes 58 seconds West
along the North line of said 0.57 acre parcel 201.27 feet to a point in the
center line of Cold Spring Road as located February, 1983; thence North 07
degrees 13 minutes 02 seconds East along the center line of said Cold Spring
Road 97.63 feet; thence North 00 degrees 35 minutes 14 seconds East along the
center line of said Cold Spring Road 21.50 feet; thence South 89 degrees 24
minutes 46 seconds East 182.98 feet to the West line of the first described
non-exclusive easement for Ingress and egress in Exhibit A of the First
Amendment and Supplement to Declaration of Horizontal Property Regime recorded
as Instrument #84-93096 in the said Recorder's Office (the next two courses are
along the West line of said non-exclusive easement); thence South 01 degrees
11 minutes 29 seconds East 123.85 feet to a curve having a radius of 127.41
feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds
East; thence Southerly along said curve 18.03 feet to the point of beginning,
which bears South 80 degrees 41 minutes 58 seconds West from said radius
point. Contains 0.568 acres, more or less.

Together with the non-exclusive easements for Ingress and egress recorded
October 11, 1984 as Instrument #84-79773 and November 28, 1984 as
Instrument #84-93096 in the Office of the Recorder of Marion County, Indiana.

8700-15204

EXHIBIT B

**DESCRIPTION OF BUILDINGS AND
CONDOMINIUM UNITS**

The building on Additional Tract VIII as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building G. Building G is a one story structure and is constructed of wood frame. The building is more particularly described as follows:

Building G contains a total of two (2) separate Condominium Units, which consists of the following:

Unit G-1

1 Story	
Living Area	- 2250 square feet
Basement Area	- 950 square feet
Garage Area	- 450 square feet
(2 bedrooms, den and 2 baths)	

Unit G-2

1 Story	
Living Area	- 1875 square feet
Garage Area	- 640 square feet
(2 bedrooms, den and 2 baths)	

870045204

EXHIBIT C

LEGAL DESCRIPTION OF THE
REAL ESTATE

PARCEL 1

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East
in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire, which is the Point of Beginning; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 871.84 feet to the Northeast corner of Instrument #65-1982 recorded in said Recorder's Office; thence along the Easterly line of said Instrument #65-1982 and its extension Southerly thereof South 15 degrees 15 minutes 15 seconds East 2082.97 feet to the North Bank of White River as located February, 1987 (the next five courses are along said North Bank of White River); (1) thence North 71 degrees 04 minutes 44 seconds West 410.11 feet; (2) thence North 62 degrees 23 minutes 53 seconds West 182.25 feet; (3) thence North 72 degrees 00 minutes 24 seconds West 128.53 feet; (4) thence North 88 degrees 06 minutes 58 seconds West 145.40 feet; (5) thence South 87 degrees 12 minutes 49 seconds West 126.22 feet to the Southwest corner of Instrument #64-45195 recorded in said Recorder's Office (the next four courses are along the Westerly line of said Instrument #64-45195); (1) thence North 19 degrees 48 minutes 02 seconds East 469.30 feet; (2) thence North 31 degrees 48 minutes 58 seconds West 137.40 feet; (3) thence North 10 degrees 16 minutes 58 seconds West 71.00 feet; (4) thence North 78 degrees 00 minutes 58 seconds West 523.90 feet to a point in the center line of Cold Spring Road; thence along said center line North 07 degrees 13 minutes 02 seconds East 370.90 feet to a point which bears South 00 degrees 35 minutes 14 seconds West along the West line of said Ayrshire extended Southerly 268.21 feet from the point of beginning; thence along said extended West line North 00 degrees 35 minutes 14 seconds East 268.21 feet to the Point of Beginning, containing 32.4 acres, more or less.

870015204

CROSS REFERENCE

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As Built Plans for
The Holcomb Estates

H.P.R.

87-79773

84-93096

85-8313

85-57287

86-41800

86-45460

86-95927

87-14334

84-49972

APR 24 4 03 PM '87

Washington
Jury

Paul Cryer
542-6777

870045208

12
20.50

WITNESSETH:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

18. May 4 12:44

DULY ENTERED
FOR TAXATION

APR 24 1967

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41000.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract IX").

K. Additional Tract IX constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the seventh phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

L. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract IX and to the inclusion of Additional Tract IX in The Holcomb Estate have been met and satis-

870045208

fied and Declarant, by this Ninth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract IX and to incorporate Additional Tract IX in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Ninth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract IX and this Ninth Amendment and Supplement; provided, however, Additional Tract IX shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract IX Plans defined in this Ninth Amendment and Supplement.

"Tract IX Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Unit on Additional Tract IX, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of April 1, 1987, and a site plan of Additional Tract IX and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of April 1, 1987, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract IX and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract IX, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Ninth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing one (1) Condominium Unit on Additional Tract IX as shown on the Tract IX Plans. The Building is identified and referred to in the Tract IX Plans and in this Ninth Amendment and Supplement as Building N-2. A description of the Building located on Additional Tract IX and the Condominium Unit contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of

870045208

this Ninth Amendment and Supplement, The Holcomb Estate now consists of thirteen (13) Buildings containing thirty-four (34) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Ninth Amendment and Supplement, shall be 2.942%. The Condominium Units on Additional Tract IX are identified on the Tract IX Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract IX Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Ninth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract IX Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Ninth Amendment and Supplement 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, under the same Instrument Number as this Ninth Amendment and Supplement.

7. Exculpation This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to

be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Ninth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By 

Tom Charles Huston
Assistant General Manager

5838e

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Ninth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 15th day of April, 1987.

Von Leigh Wilson
Notary Public Residing in
Greene County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1990

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

870015208

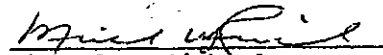
CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Ninth Amendment and Supplement to Declaration and the submission of the Additional Tract IX to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Ninth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 9th day of April, 1987.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By


Michael W. Richard
Vice President

870045208

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 9th day of April, 1987.

Patricia A. Nuebler
Notary Public Residing in
Marion County

Patricia A. Nuebler
(printed signature)

My Commission Expires:

7-8-88

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

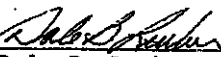
870015208

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Ninth Amendment and Supplement to Declaration and the submission of the Additional Tract IX to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Ninth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 13th day of April, 1987.

IWC RESOURCES CORPORATION

By 
Dale B. Luther
President

870015208

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Dale B. Luther, the President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true:

WITNESS my hand and Notarial Seal this 13 day of April, 1987.


Notary Public Residing in
Marion County

JANE G. RYAN
(printed signature)

My Commission Expires:

4-17-90

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

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EXHIBIT A
LEGAL DESCRIPTION OF
ADDITIONAL TRACT IX

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the 0.45 acre parcel of Additional Tract VI as described in Exhibit A of the Sixth Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3 all recorded September 25, 1986 as Instrument #86-95927 in the Office of the Recorder of Marion County, Indiana (the next two courses are along the Northerly line of said 0.45 acre parcel); thence North 49 degrees 58 minutes 07 seconds East 47.32 feet; thence North 89 degrees 24 minutes 09 seconds East 97.00 feet to the Northeast corner thereof; thence North 25 degrees 53 minutes 29 seconds West 143.95 feet to the Southerly line of the non-exclusive easement for ingress and egress as described in Exhibit B of the Declaration of Horizontal Property Regime recorded as Instrument #84-79773 in the said Recorder's Office; thence South 64 degrees 06 minutes 31 seconds West along said Southerly line 26.72 feet to the common corner of the first described non-exclusive easement for ingress and egress in Exhibit A of the First Amendment and Supplement to Declaration of Horizontal Property Regime recorded as Instrument #84-93096 in the said Recorder's Office; thence continuing South 64 degrees 06 minutes 31 seconds West along the Southerly line of said first described non-exclusive easement in Exhibit A of Instrument #84-93096, 36.00 feet; thence South 13 degrees 34 minutes 32 seconds West 127.25 feet to a point on the Northerly line of the said first described non-exclusive easement in Exhibit A of Instrument #84-93096, said point lies on a curve having a radius of 30.00 feet, the radius point of which bears South 13 degrees 34 minutes 32 seconds West; thence Southeasterly along said curve and non-exclusive easement 19.06 feet to the point of beginning, which bears North 49 degrees 58 minutes 07 seconds East from said radius point. Contains 0.295 acres, more or less.

Together with non-exclusive easements for ingress and egress recorded October 11, 1984 as Instrument #84-79773 and November 28, 1984 as Instrument #84-93096 in the Office of the Recorder of Marion County, Indiana.

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EXHIBIT B

DESCRIPTION OF BUILDINGS AND
CONDOMINIUM UNITS

The building on Additional Tract XI as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building N-2. Building N-2 is a one story structure and is constructed of wood frame. The building is more particularly described as follows:

Building N-2 contains a total of one (1) separate Condominium Unit, which consists of the following:

Unit N-2

1 Story	
Living Area	- 2285 square feet
Basement Area	- 1065 square feet
Garage Area	- 465 square feet
(2 bedrooms, den and 2 1/2 baths)	

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The Holcomb ESTATE

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NOTE: W/ Supplement
(same #)

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Aug 26 3 42 PM '87

Washington Township

Full Supp
5/22/77

CROSS REFERENCE

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(12)

TENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

This Tenth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Tenth Amendment and Supplement"), made as of the 15th day of August, 1987, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supple-

Aug-26-87 0253 17
MARION COUNTY AUDITOR
ONLY ENTERED
FOR PAYMENT

Aug 25 3 41 PM '87

APPROVED 8-26-87
WASHINGTON TOWNSHIP ASSESSOR
BY: [Signature] Real Estate Deputy

ment to the Declaration, which was recorded in the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract X").

L. Additional Tract X constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the ninth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in

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which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

M. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract X and to the inclusion of Additional Tract X in The Holcomb Estate have been met and satisfied and Declarant, by this Tenth Amendment and Supplement, covenants to and hereby does expand The Holcomb Estate to include Additional Tract X and to incorporate Additional Tract X in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Tenth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract X and this Tenth Amendment and Supplement; provided, however, Additional Tract X shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract X Plans defined in this Tenth Amendment and Supplement.

"Tract X Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract X, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of August 11, 1987, and a site plan of Additional Tract X and the Building thereon, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of August 11, 1987, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract X and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract X, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Tenth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

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3. Description of Building. There is one (1) Building containing two (2) Condominium Units on Additional Tract X as shown on the Tract X Plans. The Building is identified and referred to in the Tract X Plans and in this Tenth Amendment and Supplement as Building O. A description of the Building located on Additional Tract X and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Tenth Amendment and Supplement, The Holcomb Estate now consists of fourteen (14) Buildings containing thirty-six (36) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Tenth Amendment and Supplement, shall be 2.7777%. The Condominium Units on Additional Tract X are identified on the Tract X Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract X Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Tenth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract X Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Tenth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been

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filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Tenth Amendment and Supplement.

7. Description of Certain Units. The Declaration, as amended to date, is further amended to correct the following scrivener error: Unit G-1 as described in Exhibit B. to the Eighth Amendment contains four (4) bedrooms and three (3) baths.

8. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Tenth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By 

Tom Charles Huston
Assistant General Manager

6268j

870098972

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Tenth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 25th day of August, 1987.

Von Leigh Wilson
Notary Public Residing in
Greene County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1990

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

870038972

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration; which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Tenth Amendment and Supplement to Declaration and the submission of the Additional Tract X to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Tenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 17th day of August, 1987.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard
Michael W. Richard
Vice President

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 17th day of August, 1987.

Patricia A. Nuebler
Notary Public Residing in
Marion County

Patricia A. Nuebler
(printed signature)

My Commission Expires:

7-8-88

870098972

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Tenth Amendment and Supplement to Declaration and the submission of the Additional Tract X to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Tenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 20th day of August, 1987.

IWC RESOURCES CORPORATION

By Michael G. Hinkle as
Michael G. Hinkle
Senior Vice President

870098972

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 20th day of August, 1987.

NOTARY RESIDES IN MARION COUNTY
MY COMMISSION EXPIRES MARCH 22, 1989
EARLENE STANLEY

Earlene Stanley

Notary Public Residing in
Marion County

(printed signature)

My Commission Expires:

870098972

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT X

Part of the Northwest Quarter of Section 15, Township 16 North,
Range 3 East in Marion County, Indiana, more particularly
described as follows:

Beginning at the Northeasterly corner of the 0.67 acre parcel of
Additional Tract VII as described in EXHIBIT A of the Declaration
of Horizontal Property Regime and shown on the AS BUILT SITE
PLAN, SHEET 2 of 3, all recorded February 6, 1987 as Instrument
87-14334 in the Office of the Recorder of Marion County, Indiana;
thence along the Northwestern line of said 0.67 acre parcel of
Additional Tract VII South 83 degrees 45 minutes 15 seconds West
150.00 feet to the Northwestern corner thereof; thence North 03
degrees 59 minutes 26 seconds West 137.92 feet; thence North 81
degrees 18 minutes 36 seconds East 117.77 feet to a point on the
Westerly line of a 22.00 feet wide ingress and egress easement
recorded as Instrument 84-79773 in said Recorder's Office, which
point is on a curve having a radius of 311.81 feet, the radius
point of which bears North 81 degrees 18 minutes 36 seconds East;
thence Southerly, along the Westerly line of said easement and
along said curve, 93.81 feet to a point which bears South 84
degrees 06 minutes 31 seconds West from said radius point and
which is the Point of Beginning, containing 0.339 acres, more or
less.

Subject to and together with a 10.00 feet wide gas line easement
recorded as Instrument 83-77761 in said Recorder's Office.

Also, subject to and together with a 20.00 feet wide water main
easement recorded as Instrument 83-77973 in said Recorder's
Office.

And, subject to and together with a 20.00 feet wide sewer
easement recorded as Instrument 84-52812 in said Recorder's
Office.

Together with the nonexclusive easements for ingress and egress
recorded October 11, 1984 as Instrument 84-79773 and November 28,
1984 as Instrument 84-93096 in the Office of the Recorder of
Marion County, Indiana.

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EXHIBIT B
DESCRIPTION OF BUILDINGS AND
CONDOMINIUM UNITS

The building on Additional Tract X as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building O. Building O is a two story structure and is constructed of wood frame. The building is more particularly described as follows:

Building O contains a total of two (2) separate Condominium Units, which consists of the following:

Unit O-1

2 Story	
Living Area, First Floor	- 1833 square feet
Second Floor	- 1024 square feet
Basement Area	- 1577 square feet
Garage Area	- 471 square feet
(3 bedrooms, den and 2 1/2 baths)	

Unit O-2

1 Story	
Living Area	- 2266 square feet
Basement Area	- 1078 square feet
Garage Area	- 463 square feet
(2 bedrooms, den and 2 baths)	

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(3)

17⁰⁰

CROSS REFERENCE

870099291

The Holcomb Estates
H.P.B.

84-79773

AUG 21 2 21 PM '81

Washington

Paul Crisp
842-6777

with Comments

CROSS REFERENCE

870099291

(12) 20.50

ELEVENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

MARION COUNTY AUDITOR
2787026112

DULY ENTERED
FOR TAXATION

This Eleventh Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Eleventh Amendment and Supplement"), made as of the 28th day of August, 1987, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supple-

AUG 27 2 24 PM '87

APPROVED 8-27-87
WASHINGTON TOWNSHIP ASSESSOR
BY: James J. Jara Real Estate Deputy

ment to the Declaration, which was recorded in the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of August, 1987, as Instrument No. 87-98977.

L. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract XI").

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L. Additional Tract XI constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the ninth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

M. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract XI and to the inclusion of Additional Tract XI in The Holcomb Estate have been met and satisfied and Declarant, by this Eleventh Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract XI and to incorporate Additional Tract XI in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Eleventh Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XI and this Eleventh Amendment and Supplement; provided, however, Additional Tract XI shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract XI Plans defined in this Eleventh Amendment and Supplement.

"Tract XI Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract XI, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of August 24, 1987, and a site plan of Additional Tract XI and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of August 24, 1987, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XI and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract XI, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to

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all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Eleventh Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing two (2) Condominium Units on Additional Tract XI as shown on the Tract XI Plans. The Building is identified and referred to in the Tract XI Plans and in this Eleventh Amendment and Supplement as Building I. A description of the Building located on Additional Tract XI and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Eleventh Amendment and Supplement, The Holcomb Estate now consists of fifteen (15) Buildings containing thirty-eight (38) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Eleventh Amendment and Supplement, shall be 2.63157%. The Condominium Units on Additional Tract XI are identified on the Tract XI Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract XI Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Eleventh Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

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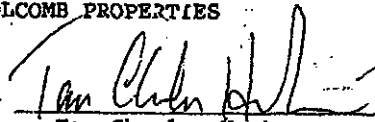
6. Floor Plans. The Tract XI Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Eleventh Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Eleventh Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Eleventh Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By


Tom Charles Huston
Assistant General Manager

7523j

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Eleventh Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 26th day of August, 1987.

Von Leigh Wilson
Notary Public Residing in
Greene County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1990

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

870099291

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Eleventh Amendment and Supplement to Declaration and the submission of the Additional Tract XI to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Eleventh Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 24th day of August, 1987.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard
Michael W. Richard
Senior Vice President

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STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Senior Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 24th day of August, 1987.

Miriam E. Sherman
Notary Public Residing in
Marion County
Hamilton

Miriam E. Sherman
(printed signature)

My Commission Expires:

November 9, 1990

870099291

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Eleventh Amendment and Supplement to Declaration and the submission of the Additional Tract XI to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Eleventh Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 20th day of August, 1987.

IWC RESOURCES CORPORATION

By Michael G. Hinkle
Michael G. Hinkle
Senior Vice President

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STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 20th day of August, 1987.

NOTARY RESIDES IN MARION COUNTY
MY COMMISSION EXPIRES MARCH 29, 1989
EARLENE STANLEY

Earlene Stanley
Notary Public Residing in
Marion County

(printed signature)

My Commission Expires:

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana, 46204.

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EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT XI

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East
in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire, which is the Point of Beginning; thence South 57 degrees 59 minutes 32 seconds East 253.70 feet to a point on the Westerly line of a 22.00 feet wide Ingress and egress easement recorded in Instrument 84-93096 in said Recorder's Office; thence along the Westerly line of said easement the following three courses: South 34 degrees 09 minutes 51 seconds West 20.53 feet to a curve having a radius of 136.51 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Southerly along said curve 84.23 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence South 01 degrees 11 minutes 29 seconds East 17.62 feet to the Northeast corner of the 0.568 acre parcel of Additional Tract VIII as described in Exhibit A of the Eighth Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3, all recorded April 24, 1987 as Instrument #87-45204 in said Recorder's Office; thence along the North line of said 0.568 acre parcel of Additional Tract VIII North 89 degrees 24 minutes 46 seconds West 182.98 feet to a point on the center line of Cold Spring Road as located February, 1983, which point is the Northwest corner of said 0.568 acre parcel of Additional Tract VIII; thence along the center line of said Cold Spring Road North 00 degrees 35 minutes 14 seconds East 243.71 feet to the Point of Beginning, containing 0.832 acres, more or less.

Subject to and together with a 20.00 feet wide water main easement recorded as Instrument 84-84031 in said Recorder's Office.

And, subject to and together with a 20.00 feet wide sewer easement recorded as Instrument 84-52812 in said Recorder's Office.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument 84-79773 and November 28, 1984 as Instrument 84-93096 in the Office of the Recorder of Marion County, Indiana.

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EXHIBIT B

DESCRIPTION OF BUILDINGS AND
CONDOMINIUM UNITS

The building on Additional Tract XI as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building I. Building I is a one story structure and is constructed of wood frame. The building is more particularly described as follows:

Building I contains a total of two (2) separate Condominium Units, which consists of the following:

Unit I-1

1 Story
Living Area, First Floor
Basement Area
Garage Area
(2 bedrooms, den and 2 baths)

1968 Square Feet
896 Square Feet
445 Square Feet

Unit I-2

1 Story
Living Area
Basement Area
Garage Area
(4 bedrooms, den and 3 baths)

2245 Square Feet
1028 Square Feet
421 Square Feet

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ORIGINAL FILE

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64-79773

The HOLCOMB Estates
HPR

For the N.W. 1/4 of S. 15 T-16 N-R 3E.

12th AMENDMENT

(Declaration RECORDED. SAME NUMBER)

Washington Township

Paul Cripe
515-1-1111

870129384

see plat

TWELFTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

This Twelfth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Twelfth Amendment and Supplement"), made as of the 21st day of October, 1987, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

FILED

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APPROVED Nov. 10, 1987
WASHINGTON TOWNSHIP ASSESSOR
BY: [Signature] Real Estate Deputy

NOV 10 1987

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C 34723
Charles L. Conrad
MARION COUNTY AUDITOR

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of August, 1987, as Instrument No. 87-98972.

L. Declarant on the 15th day of August, 1987, executed a certain Eleventh Amendment and Supplement to the Declaration, which was recorded

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in the office of the aforesaid Recorder on the 27th day of August, 1987, as Instrument No. 87--99291.

M. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract XII").

L. Additional Tract XII constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the eleventh phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

M. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract XII and to the inclusion of Additional Tract XII in The Holcomb Estate have been met and satisfied and Declarant, by this Twelfth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract XII and to incorporate Additional Tract XII in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Twelfth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XII and this Twelfth Amendment and Supplement; provided, however, Additional Tract XII shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract XII Plans defined in this Twelfth Amendment and Supplement.

"Tract XII Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract XII, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of August 26, 1987, and a site plan of Additional Tract XII and the Building thereon prepared by Paul I. Cripe,

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Inc., certified by James E. Dankert, a registered land surveyor, under date of August 26, 1987, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XII and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract XII, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Twelfth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing two (2) Condominium Units on Additional Tract XII as shown on the Tract XII Plans. The Building is identified and referred to in the Tract XII Plans and in this Twelfth Amendment and Supplement as Building 00. A description of the Building located on Additional Tract XII and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Twelfth Amendment and Supplement, The Holcomb Estate now consists of sixteen (16) Buildings containing forty (40) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Twelfth Amendment and Supplement, shall be 2.50%. The Condominium Units on Additional Tract XII are identified on the Tract XII Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract XII Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

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5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Twelfth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract XII Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Twelfth Amendment and Supplement 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, under the same Instrument Number as this Twelfth Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

070129384

IN WITNESS WHEREOF, the undersigned has caused this Twelfth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By Tom Charles Huston
Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Twelfth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

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

Von Leigh Wilson
Notary Public Residing in
Greene County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1990

9494j

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 S. Meridian St., Indianapolis, Indiana 46204.

870129384

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Twelfth Amendment and Supplement to Declaration and the submission of the Additional Tract XII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Twelfth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 22nd day of October, 1987.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard
Michael W. Richard
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Senior Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 23rd day of October, 1987.

070129384

Patricia A. Nuebler
Notary Public Residing in
Marion County

Patricia A. Nuebler
(printed signature)

My Commission Expires:

July 8, 1988

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Twelfth Amendment and Supplement to Declaration and the submission of the Additional Tract XII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Twelfth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 22nd day of October, 1987.

IWC RESOURCES CORPORATION

By

Michael G. Hinkle
Michael G. Hinkle
Senior Vice President *[Signature]*

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 22nd day of October, 1987.

NOTARY RESIDES IN MARION COUNTY
MY COMMISSION EXPIRES MARCH 29, 1989
EARLENE STANLEY

Earlene Stanley
Notary Public Residing in
Marion County

(printed signature)

My Commission Expires:

070129384

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT XII

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northeast corner of the 0.339 acre parcel of Additional Tract X as described in Exhibit A of the Tenth Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3, all recorded August 26, 1987 as Instrument 87-98972 in the Office of the Recorder of Marion County, Indiana; thence along the North line of said 0.339 acre parcel of Additional Tract X South 81 degrees 18 minutes 36 seconds West 117.77 feet to the Northwest corner thereof; thence North 03 degrees 25 minutes 40 seconds West 155.60 feet to a point on the Southerly line of a 22.00 feet wide ingress and egress easement recorded in Instrument 84-79773 in said Recorder's Office; thence along the Southerly and Westerly lines of said easement the following four courses: North 78 degrees 26 minutes 31 seconds East 74.51 feet to a curve having a radius of 42.07 feet, the radius point of which bears South 13 degrees 33 minutes 29 seconds East; thence Easterly, Southeasterly, and Southerly along said curve 77.58 feet to a point which bears South 87 degrees 53 minutes 29 seconds East from said radius point; thence South 02 degrees 06 minutes 31 seconds West 54.00 feet to a curve having a radius of 311.81 feet, the radius point of which bears South 87 degrees 53 minutes 29 seconds East; thence Southerly along said curve 58.77 feet to a point which bears South 81 degrees 18 minutes 36 seconds East from said radius point and which is the Point of Beginning, containing 0.429 acres, more or less.

Subject to and together with a 10.00 feet wide gas line easement recorded as Instrument 83-77761 in said Recorder's Office.

Also, subject to and together with a 20.00 feet wide water main easement recorded as Instrument 83-77973 in said Recorder's Office.

And, subject to and together with a 20.00 feet wide sewer easement recorded as Instrument 84-52812 in said Recorder's Office.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument 84-79773 and November 28, 1984 as Instrument 84-93096 in the Office of the Recorder of Marion County, Indiana.

070129384

EXHIBIT B
DESCRIPTION OF BUILDINGS
AND CONDOMINIUM UNITS

The building on Additional Tract XII as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building OO. Building OO is a one story structure and is constructed of wood frame. The building is more particularly described as follows:

Building OO contains a total of two (2) separate Condominium Units, which consists of the following:

Unit OO-1

1 Story	
Living Area	2243 square feet
Basement Area	1075 square feet
Garage Area	421 square feet
(4 bedrooms, den and 3 baths)	

Unit OO-2

1 Story	
Living Area	1988 square feet
Basement Area	501 square feet
Garage Area	430 square feet
(2 bedrooms, den and 2 baths)	

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INITIALS

J

\$ 32⁰⁰

10+3

The Holcomb Estates

LEGAL TRACT XIII

CROSS REFERENCE

84-7773

DECLARATION

Same number
as this

DMD/VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

|||||

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MARION COUNTY RECORDER

TOWNSHIP

Washington

RETURN TO:

Paul Crisp

842-6777

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APPROVED 5-12-88
WASHINGTON TOWNSHIP ASSESSOR
BY: [Signature] Real Estate Depu.

THIRTEENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

(10)

This Thirteenth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Thirteenth Amendment and Supplement"), made as of the 29th day of April, 1988, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

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MARION COUNTY AUDITOR
MAY 12 1988 01 27 46
[Signature]

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89 MAY 12 AM 11:53
SETH D. LARSEN
MARION COUNTY RECORDER

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of August, 1987, as Instrument No. 87-98972.

L. Declarant on the 15th day of August, 1987, executed a certain Eleventh Amendment and Supplement to the Declaration, which was recorded

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in the office of the aforesaid Recorder on the 27th day of August, 1987, as Instrument No. 87--99291.

M. Declarant on the 29th day of August, 1987, executed a certain Twelfth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 10th day of November, 1987, as Instrument No. 87-129384.

N. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract XIII").

O. Additional Tract XIII constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the twelfth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

P. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract XIII and to the inclusion of Additional Tract XIII in The Holcomb Estate have been met and satisfied and Declarant, by this Thirteenth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract XIII and to incorporate Additional Tract XIII in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Thirteenth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XIII and this Thirteenth Amendment and Supplement; provided, however, Additional Tract XIII shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract XIII Plans defined in this Thirteenth Amendment and Supplement.

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"Tract XIII Plans" as used herein means the floor and building on Additional Tract XIII, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of April 25, 1988, and a site plan of Additional Tract XIII and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of April 25, 1988, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XIII and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract XIII, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Thirteenth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing two (2) Condominium Units on Additional Tract XIII as shown on the Tract XIII Plans. The Building is identified and referred to in the Tract XIII Plans and in this Thirteenth Amendment and Supplement as Building K. A description of the Building located on Additional Tract XIII and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Thirteenth Amendment and Supplement, The Holcomb Estate now consists of seventeen (17) Buildings containing forty (42) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Thirteenth Amendment and Supplement, shall be 2.38095%. The Condominium Units on Additional Tract XIII are identified on the Tract XIII Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such

Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract XIII Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Thirteenth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

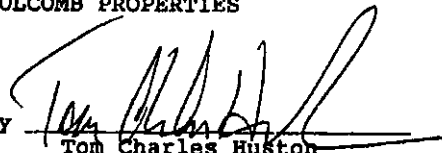
6. Floor Plans. The Tract XIII Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Thirteenth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Thirteenth Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Thirteenth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

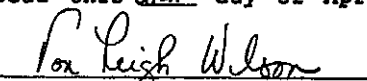
By


Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Thirteenth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 24th day of April, 1988.


Notary Public Residing in
Greene County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1990

6858n

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 S. Meridian St., Indianapolis, Indiana 46204.

880044460

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49.72, hereby consents to the recording of the above and foregoing Thirteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XIII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Thirteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 28th day of April, 1988.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard *Sup*
Michael W. Richard
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Senior Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 28th day of April, 1988.

Patricia A. Nuebler
Notary Public Residing in
Marion County

Patricia A. Nuebler
(printed signature)

My Commission Expires:
7-8-88

880044460

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Thirteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XIII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Thirteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 4TH day of ^{MAY} ~~April~~, 1988.

IWC RESOURCES CORPORATION

By Michael G. Hinkle as
Michael G. Hinkle
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 4TH day of ^{MAY} ~~April~~, 1988.

NOTARY PUBLIC IN MARION COUNTY
MY COMMISSION EXPIRES MARCH 29, 1989
EARLENE STANLEY

Earlene Stanley
Notary Public Residing in
Marion County

My Commission Expires:

(printed signature)

880044460

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT XIII

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 818.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 18, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 80 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire, which is the Point of Beginning; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 218.41 feet; thence South 25 degrees 53 minutes 29 seconds East 119.30 feet to a point on the Westerly line of a 22.00 feet wide ingress and egress easement recorded in Instrument 84-93098 in said Recorder's Office, which point is on a curve having a radius of 122.77 feet, the radius point of which bears South 75 degrees 50 minutes 51 seconds West; thence Southerly along said Westerly line and said curve 103.53 feet to a point which bears South 55 degrees 50 minutes 09 seconds East from said radius point; thence along said Westerly line South 34 degrees 09 minutes 51 West 28.47 feet to the Northeastly corner of the 0.832 acre parcel of Additional Tract XI as described in Exhibit A of the Eleventh Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3, all recorded August 27, 1987 as Instrument 87-99291 in said Recorder's Office; thence along the Northerly line of said 0.832 acre parcel of Additional Tract XI North 57 degrees 59 minutes 32 seconds West 253.70 feet to the Point of Beginning, containing 0.683 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument 84-79773 and November 28, 1984 as Instrument 84-93098 in the Office of the Recorder of Marion County, Indiana.

Subject to and together with a water line easement recorded as Instrument 83-77974 in said Recorder's Office.

Also, subject to and together with a 20.00 feet wide water main easement recorded as Instrument 84-84031 in said Recorder's Office.

And, subject to and together with a 20.00 feet wide sewer easement recorded as Instrument 84-52812 in said Recorder's Office.

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EXHIBIT B
DESCRIPTION OF BUILDINGS
AND CONDOMINIUM UNITS

The building on Additional Tract XIII as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building K. Building K is a one story structure and is constructed of wood frame. The building is more particularly described as follows:

Building K contains a total of two (2) separate Condominium Units, which consists of the following:

Unit K-1

1 Story	
Living Area	2270 square feet
Basement Area	1078 square feet
Garage Area	425 square feet
(2 bedrooms, 1 den and 2 baths)	

Unit K-2

1 Story	
Living Area	1879 square feet
Garage Area	484 square feet
(2 bedrooms, 1 den and 2 baths)	

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INITIALS

K.T.

\$16.00

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HORIZONTAL PROPERTY REGIME

H.P.R.

The Volcumb, Estates
4401 Cold Spring Road

LEGAL

CROSS REFERENCE

21

84-79773

DMD/VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

✓
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BETH O'LAUGHLIN
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Paul C. Ripe
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CROSS REFERENCE

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FOURTEENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

880085827

This Fourteenth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Fourteenth Amendment and Supplement"), made as of the 10th day of August, 1988, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

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AUG 23 1988
BETH O'LAUGHLIN
MARION COUNTY RECORDER

APPROVED 8/23/88
WASHINGTON TOWNSHIP ASSESSOR
BY: Quinn L. Quinn Real Estate Deputy

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of August, 1987, as Instrument No. 87-98972.

L. Declarant on the 15th day of August, 1987, executed a certain Eleventh Amendment and Supplement to the Declaration, which was recorded

in the office of the aforesaid Recorder on the 27th day of August, 1987, as Instrument No. 87-99291.

M. Declarant on the 29th day of August, 1987, executed a certain Twelfth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 10th day of November, 1987, as Instrument No. 87-129384.

N. Declarant on the 29th day of April, 1988, executed a certain Thirteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 12th day of May, 1988, as Instrument No. 88-44460.

O. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract XIV").

P. Additional Tract XIV constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the thirteenth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

Q. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract XIV and to the inclusion of Additional Tract XIV in The Holcomb Estate have been met and satisfied and Declarant, by this Fourteenth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract XIV and to incorporate Additional Tract XIV in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Fourteenth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XIV and this Fourteenth Amendment and Supplement; provided, however, Additional Tract XIV shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract XIV Plans defined in this Fourteenth Amendment and Supplement.

"Tract XIV Plans" as used herein means the floor and building on Additional Tract XIV, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of July 18, 1988, and a site plan of Additional Tract XIV and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of July 18, 1988, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XIV and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract XIV, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Fourteenth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing one (1) Condominium Unit on Additional Tract XIV as shown on the Tract XIV Plans. The Building is identified and referred to in the Tract XIV Plans and in this Fourteenth Amendment and Supplement as Building HH. A description of the Building located on Additional Tract XIV and the Condominium Unit contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Fourteenth Amendment and Supplement, The Holcomb Estate now consists of eighteen (18) Buildings containing forty-three (43) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as

880085827

now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Fourteenth Amendment and Supplement, shall be 2.3256%. The Condominium Unit on Additional Tract XIV is identified on the Tract XIV Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract XIV Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Fourteenth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract XIV Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Unit and Property identified in this Fourteenth Amendment and Supplement 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, under the same Instrument Number as this Fourteenth Amendment and Supplement.

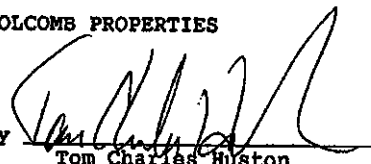
7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or

any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representation of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Thirteenth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

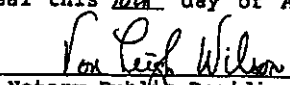
By


Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Fourteenth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 10th day of August, 1988.


Notary Public Residing in
Greene County

Von Leigh Wilson
(printed signature)

My Commission Expires:
August 13, 1990

8220g

880085827

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 S. Meridian St., Indianapolis, Indiana 46204.

EXHIBIT B

DESCRIPTION OF BUILDINGS
AND CONDOMINIUM UNITS

The building on Additional Tract XIV as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building HH. Building HH is a one story structure and is constructed of wood frame. The building is more particularly described as follows:

Building HH contains a total of one (1) separate Condominium Unit, which consists of the following:

Unit HH-1

1 Story	
Living Area	2271 square feet
Basement Area	1088 square feet
Garage Area	420 square feet
(2 bedrooms, den and 2 baths)	

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EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT XIV

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of the 0.50 acre parcel of Additional Tract V as described in Exhibit A of the Fifth Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3, all recorded May 29, 1988 as Instrument 86-45460 in the Office of the Recorder of Marion County, Indiana, which point is also on the East line of a 22.00 feet wide ingress and egress easement recorded in Instrument 84-93096 in said Recorder's Office; thence along the Easterly and Southerly lines of said easement the following six courses: (1) North 01 degrees 11 minutes 29 seconds West 58.22 feet to a curve having a radius of 114.51 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; (2) Northerly along said curve 70.88 feet to a point which bears North 55 degrees 50 minutes 09 seconds West from said radius point; (3) North 34 degrees 09 minutes 51 seconds East 15.50 feet to a curve having a radius of 10.00 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; (4) Northeasterly and Easterly along said curve 15.71 feet to a point which bears North 34 degrees 09 minutes 51 seconds East from said radius point; (5) South 55 degrees 50 minutes 09 seconds East 38.98 feet to a curve having a radius of 76.42 feet, the radius point of which bears North 34 degrees 09 minutes 51 seconds East; (6) Easterly along said curve 24.18 feet to a point which bears South 18 degrees 02 minutes 49 seconds West from said radius point; thence South 00 degrees 00 minutes 00 seconds 107.45 feet to the Northeast corner of said 0.50 acre parcel of Additional Tract V; thence along the North line thereof South 88 degrees 48 minutes 31 seconds West 83.53 feet to the Point of Beginning, containing 0.284 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument 84-79773 and November 28, 1984 as Instrument 84-93096 in the Office of the Recorder of Marion County, Indiana.

880085827

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Fourteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XIV to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fourteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 25th day of July, 1988.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard
Michael W. Richard
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Senior Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 25th day of July, 1988.

Karen R. Wright
Notary Public Residing in
Marion County

880085827 Karen R. Wright
(printed signature)

My Commission Expires:
6-12-92

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Fourteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XIV to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fourteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 4th day of August, 1988.

IWC RESOURCES CORPORATION

By Michael G. Hinkle as
Michael G. Hinkle
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 4th day of AUG., 1988.

NOTARY RESIDES IN MARION COUNTY
MY COMMISSION EXPIRES MARCH 29, 1989
EARLENE STANLEY

Earlene Stanley
Notary Public Residing in
Marion County

(printed signature)

My Commission Expires:

880085827

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

CROSS REFERENCE

880098079

APPROVED

9/26/88

WASHINGTON TOWNSHIP ASSESSOR

BY: Theresa Davis

Real Estate Deputy

CURTIS L. COHN 302
MARION COUNTY RECORDER

SEP 26 1988 20621

DULY

ACCEPTANCE

**FIFTEENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME**

CROSS REFERENCE

This Fifteenth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Fifteenth Amendment and Supplement"), made as of the 11th day of September, 1988, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

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88 SEP 26 PM 4:13
BETH OLACHIN
MARION COUNTY RECORDER

the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of August, 1987, as Instrument No. 87-98972.

L. Declarant on the 15th day of August, 1987, executed a certain Eleventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 27th day of August, 1987, as Instrument No. 87-99291.

M. Declarant on the 29th day of August, 1987, executed a certain Twelfth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 10th day of November, 1987, as Instrument No. 87-129384.

N. Declarant on the 29th day of April, 1988, executed a certain Thirteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 12th day of May, 1988, as Instrument No. 88-41460.

O. Declarant on the 10th day of August, 1988, executed a certain Fourteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 23rd day of August, 1988, as Instrument No. 88-85827.

P. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract XV").

Q. Additional Tract XV constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fourteenth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

R. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract XV and to the inclusion of Additional Tract XV in The Holcomb Estate have been met and satisfied and Declarant, by this Fifteenth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract XV and to incorporate Additional Tract XV in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Fifteenth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XV and this Fifteenth Amendment and Supplement; provided, however, Additional Tract XV shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract XV Plans defined in this Fifteenth Amendment and Supplement.

"Tract XV Plans" as used herein means the floor and building on Additional Tract XV, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of August 29, 1988, and a site plan of Additional Tract XV and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of August 29, 1988, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XV and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract XV, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Fifteenth Amendment and Supplement the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing one (1) Condominium Unit on Additional Tract XV as shown on the Tract XV Plans. The Building is identified and referred to in the Tract XV Plans and in this Fifteenth Amendment and Supplement as Building N-1. A description of the Building located on Additional Tract XV and the Condominium Unit contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Fifteenth Amendment and Supplement, The Holcomb Estate now consists of nineteen (19) Buildings containing forty-four (44) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb

Estate and the Condominium Units added to The Holcomb Estate by this Fifteenth Amendment and Supplement, shall be 2.27272%. The Condominium Unit on Additional Tract XV is identified on the Tract XV Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract XV Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Fifteenth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract XV Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Unit and Property identified in this Fifteenth Amendment and Supplement 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, under the same Instrument Number as this Fifteenth Amendment and Supplement.


7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being

expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Fifteenth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By


Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Fifteenth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 22nd day of September, 1988.


Notary Public Residing in
Greene County

Von Leigh Wilson
(printed signature)

My Commission Expires:
August 13, 1990

40581

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, 11 S. Meridian St., Indianapolis,
Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT XV

Part of the Northwest Quarter of Section 16, Township 18 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwestern corner of the 0.295 acre parcel of Additional Tract IX as described in Exhibit A of the Ninth Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3, all recorded April 24, 1987 as Instrument 87-45208 in the Office of the Recorder of Marion County, Indiana, which point is on the Southerly line of a 22.00 foot wide ingress and egress easement described in Exhibit A of Instrument 84-93098 recorded November 28, 1984 in said Recorder's Office; thence along the Westerly line of said 0.295 acre parcel of Additional Tract IX South 13 degrees 34 minutes 32 seconds West 127.25 feet to the Southwesterly corner thereof, which point is on the Northerly line of a cul-de-sac in said ingress and egress easement having a radius of 30.00 feet, the radius point of which bears South 13 degrees 34 minutes 32 seconds West; thence Westerly and Southwesterly along said cul-de-sac 37.59 feet to a point which bears North 58 degrees 13 minutes 12 seconds West from said radius point; thence North 09 degrees 00 minutes 00 seconds West 130.58 feet to a point on the Southerly line of said ingress and egress easement, which point is on a curve having a radius of 82.30 feet, the radius point of which bears South 10 degrees 07 minutes 10 seconds East; thence along the Southerly line of said ingress and egress easement the following three courses: (1) Easterly along said curve 20.44 feet to a point which bears North 04 degrees 06 minutes 31 seconds East from said radius point; (2) South 85 degrees 53 minutes 29 seconds East 19.00 feet to a curve having a radius of 85.64 feet, the radius point of which bears North 04 degrees 06 minutes 31 seconds East; (3) Easterly and Northeasterly along said curve 44.84 feet to the Point of Beginning (which bears South 25 degrees 53 minutes 29 seconds East from said radius point), containing 0.158 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 in Instrument 84-79773 and November 28, 1984 in Instrument 84-93098 in the Office of the Recorder of Marion County, Indiana.

Subject to and together with a 20.00 foot wide sewer easement recorded as Instrument 84-52812 in said Recorder's Office.

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EXHIBIT B

DESCRIPTION OF BUILDINGS
AND CONDOMINIUM UNITS

The building on Additional Tract XV as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building N-1. Building N-1 is a one story structure and is constructed of wood frame. The building is more particularly described as follows:

Building N-1 contains a total of one (1) separate Condominium Unit, which consists of the following:

Unit N-1

1 Story	
Living Area	2030 square feet
Basement Area	1190 square feet
Garage Area	438 square feet
(2 bedrooms, den and 2 1/2 baths)	

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CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Fifteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XV to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fifteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 16th day of September, 1988.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard
Michael W. Richard
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Senior Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 16th day of September, 1988.

Miriam E. Sherman
Notary Public Residing in
Hamilton County

Miriam E. Sherman
(printed signature)

My Commission Expires:
November 9, 1990

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Fifteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XV to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fifteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 16th day of September, 1988.

IWC RESOURCES CORPORATION

By Michael G. Hinkle
Michael G. Hinkle
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgage for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 16th day of September, 1988.

Earlene Stanley
Notary Public Residing in
Marion County

NOTARY RESIDES IN MARION COUNTY
MY COMMISSION EXPIRES MARCH 29, 1989
EARLENE STANLEY

My Commission Expires:

(printed signature)

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

880098079

INITIALS

K.T.

\$ 16⁰⁰
(3)

HORIZONTAL PROPERTY REGIME

H.P.R.

As Built plans for The Holcomb Estates

LEGAL _____

CROSS REFERENCE

84-79773

DMD/VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

✓
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BETH CLAUDIN
HARBOUR COUNTY RECORDER

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Washington

RETURN TO

Paul Chipe
842-6777

INITIALS

WLS

880109652

\$ 32.00
(13)

HORIZONTAL PROPERTY REGIME

H.P.R. The Holcomb Estates HPR

LEGAL Building "Q" of The Holcomb Estates

CROSS REFERENCE

34-79773

DMD/VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

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RECEIVED FOR RECORD

88 OCT 27 PM 3:14

BETH O'LAUGHLIN
HARRISON COUNTY RECORDER

TOWNSHIP

Washington

RETURN TO:

Paul Onpe
842-6777
Don

APPROVED 10/27/88
WASHINGTON TOWNSHIP ASSESSOR
BY: Allen Davis Real Estate Deputy

CURTIS L. COONROD
MARION COUNTY CLERK

SIXTEENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

OCT 27 88 03 23 38

Plot + 10.00

DULY ENTERED FOR
TAXATION
SUBJECT TO
ACCEPTANCE FOR RECORD

This Sixteenth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Sixteenth Amendment and Supplement"), made as of the 17th day of October, 1988, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

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the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of August, 1987, as Instrument No. 87-98972.

L. Declarant on the 15th day of August, 1987, executed a certain Eleventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 27th day of August, 1987, as Instrument No. 87-99291.

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M. Declarant on the 29th day of August, 1987, executed a certain Twelfth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 10th day of November, 1987, as Instrument No. 87-129384.

N. Declarant on the 29th day of April, 1988, executed a certain Thirteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 12th day of May, 1988, as Instrument No. 88-44460.

O. Declarant on the 10th day of August, 1988, executed a certain Fourteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 23rd day of August, 1988, as Instrument No. 88-85827.

P. Declarant on the 16th day of September, 1988, executed a certain Fifteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of September, 1988, as Instrument No. 88-98079.

Q. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract XVI").

R. Additional Tract XVI constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fifteenth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

S. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract XVI and to the inclusion of Additional Tract XVI in The Holcomb Estate have been met and

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satisfied and Declarant, by this Sixteenth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract XVI and to incorporate Additional Tract XVI in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Sixteenth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XVI and this Sixteenth Amendment and Supplement; provided, however, Additional Tract XVI shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract XVI Plans defined in this Sixteenth Amendment and Supplement.

"Tract XVI Plans" as used herein means the floor and building on Additional Tract XVI, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of October __, 1988, and a site plan of Additional Tract XVI and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of October __, 1988, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XVI and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract XVI, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Sixteenth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing four (4) Condominium Units on Additional Tract XVI as shown on the Tract XVI Plans. The Building is identified and referred to in the Tract XVI Plans and in this Sixteenth Amendment and Supplement as Building Q. A description of the Building located on Additional Tract XVI and the Condominium

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Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Sixteenth Amendment and Supplement, The Holcomb Estate now consists of twenty (20) Buildings containing forty-eight (48) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Sixteenth Amendment and Supplement, shall be 2.0833%. The Condominium Units on Additional Tract XVI are identified on the Tract XVI Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract XVI Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Sixteenth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract XVI Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Sixteenth Amendment and Supplement 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, under the same Instrument Number as this Sixteenth Amendment and Supplement.

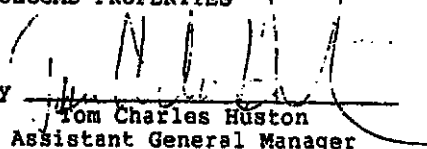
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7. **Exculpation.** This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Sixteenth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

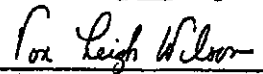
By


Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Sixteenth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 14th day of October, 1988.


Von Leigh Wilson, Notary Public
Residing in Greene County

My Commission Expires:
August 13, 1990

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This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 S. Meridian St., Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Sixteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XVI to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Sixteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 5th day of October, 1988.

IWC RESOURCES CORPORATION

By Michael G. Hinkle
Michael G. Hinkle
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 5th day of October, 1988.

Notary Public Residing in
Marion County

NOTARY PUBLIC IN MARION COUNTY
MY COMMISSION EXPIRES MARCH 25, 1989
EARLENE STANLEY

(printed signature)

My Commission Expires:

880109652

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Sixteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XVI to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Sixteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 11 day of October, 1988.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Senior Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 4th day of October, 1988.

Miriam E. Sherman
Notary Public Residing in
Hamilton ~~Marion~~ County

Miriam E. Sherman

(printed signature)

My Commission Expires:
November 9, 1990

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This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT XVI

Part of the Northwest Quarter of Section 15, Township 18 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwestern corner of the 0.59 acre parcel described in Exhibit B of the Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3, all recorded October 11, 1984 as Instrument 84-79773 in the Office of the Recorder of Marion County, Indiana; thence along the Westerly line of said 0.59 acre parcel and the prolongation thereof South 15 degrees 15 minutes 14 seconds East 160.06 feet to the Northwesternly line of a nonexclusive easement for ingress and egress described on page 7 of Exhibit A of the First Amendment and Supplement to said Declaration and shown on the As Built Site Plan, Sheet 2 of 9, all recorded November 28, 1984 as Instrument 84-93098 in said Recorder's Office (the following six courses are along the Northwesternly and Northerly lines of said nonexclusive easement for ingress and egress); (1) thence South 37 degrees 30 minutes 00 seconds West 106.44 feet to a curve having a radius of 25.00 feet, the radius point of which bears North 52 degrees 30 minutes 00 seconds West; (2) thence Southwesterly along said curve 15.89 feet to a point which bears South 16 degrees 04 minutes 45 seconds East from said radius point; (3) thence South 73 degrees 55 minutes 15 seconds West 12.97 feet to a curve having a radius of 25.00 feet, the radius point of which bears North 16 degrees 04 minutes 45 seconds West; (4) thence Westerly along said curve 19.35 feet to a point which bears South 28 degrees 15 minutes 25 seconds West from said radius point; (5) thence North 61 degrees 44 minutes 35 seconds West 19.89 feet to a curve having a radius of 25.00 feet, the radius point of which bears South 28 degrees 15 minutes 25 seconds West; (6) thence Westerly, Southwesterly, and Southerly along said curve 58.62 feet to a point on the Northerly line of the 0.50 acre parcel of Additional Tract III as described in Exhibit A of the Third Amendment and Supplement to said Declaration and shown on the As Built Site Plan, Sheet 2 of 3, all recorded July 11, 1985 as Instrument 85-67287 in said Recorder's Office, which point bears South 73 degrees 55 minutes 15 seconds West from said radius point; thence along the Northerly line of said 0.50 acre parcel of Additional Tract III South 73 degrees 55 minutes 15 seconds West 32.20 feet to the Northwesternly corner thereof; thence North 21 degrees 12 minutes 53 seconds East 283.88 feet to a point which bears South 74 degrees 44 minutes 46 seconds West 50.00 feet from the point of beginning; thence North 74 degrees 44 minutes 46 seconds East 50.00 feet to the Point of Beginning, containing 0.609 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 in Instrument 84-79773 and November 28, 1984 in Instrument 84-93098 in the Office of the Recorder of Marion County, Indiana.

Subject to and together with a 10.00 feet wide gas line easement recorded as Instrument 83-77761 in said Recorder's Office.

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EXHIBIT B

DESCRIPTION OF BUILDINGS
AND CONDOMINIUM UNITS

The building on Additional Tract XVI as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building Q. Building Q is a one and two story structure and is constructed of wood frame. The building is more particularly described as follows:

Building Q contains a total of four (4) separate Condominium Units, which consists of the following:

Unit Q-1

1 Story	
Living Area	1993 square feet
Basement Area	1235 square feet
Garage Area	477 square feet
(2 bedrooms, den and 2 baths)	

Unit Q-2

2 Story	
Living Area, First Floor	1832 square feet
Second Floor	1001 square feet
Basement Area	1680 square feet
Garage Area	465 square feet
(3 bedrooms, den and 2 1/2 baths)	

Unit Q-3

2 Story	
Living Area, First Floor	1713 square feet
Second Floor	1070 square feet
Basement Area	1859 square feet
Garage Area	517 square feet
(5 bedrooms, den and 4 1/2 baths)	

Unit Q-4

1 Story	
Living Area	1988 square feet
Basement Area	1078 square feet
Garage Area	437 square feet
(2 bedrooms, den and 2 baths)	

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INITIALS

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33 30
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HPR

~~SUBDIVISION~~

The Holcomb Estates HPR

LEGAL

Block "J" of Holcomb Estates

CROSS REFERENCE

84-79773

DECLARATION

DMD/VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

RECEIVED FOR RECORD

88 DEC -1 PM 12:58

BETH O'LAUGHLIN
MARION COUNTY RECORDER

TOWNSHIP

Washington

RETURN TO:

Paul Cripe
842-6777
w/declarations

CURTIS L. COOKROB
MARION COUNTY CLERK

Dec 188035951

DULY ENTERED FOR
TAXATION
SUBJECT TO
ACCEPTANCE FOR TAXES

APPROVED 12-1-88

WASHINGTON TOWNSHIP ASSESSOR
BY: *[Signature]*

**SEVENTEENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME**

11/88

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This Seventeenth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Seventeenth Amendment and Supplement"), made as of the 21st day of November, 1988, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

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E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of August, 1987, as Instrument No. 87-98972.

L. Declarant on the 15th day of August, 1987, executed a certain Eleventh Amendment and Supplement to the Declaration, which was recorded

in the office of the aforesaid Recorder on the 27th day of August, 1987, as Instrument No. 87-99291.

M. Declarant on the 29th day of August, 1987, executed a certain Twelfth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 10th day of November, 1987, as Instrument No. 87-129384.

N. Declarant on the 29th day of April, 1988, executed a certain Thirteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 12th day of May, 1988, as Instrument No. 88-4460.

O. Declarant on the 10th day of August, 1988, executed a certain Fourteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 23rd day of August, 1988, as Instrument No. 88-85827.

P. Declarant on the 16th day of September, 1988, executed a certain Fifteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of September, 1988, as Instrument No. 88-98079.

Q. Declarant on the 17th day of September, 1988, executed a certain Sixteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 27th day of October, 1988, as Instrument No. 88-109652.

R. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract XVII").

S. Additional Tract XVII constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the sixteenth phase of the general plan of development of the Real

Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

T. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract XVII and to the inclusion of Additional Tract XVII in The Holcomb Estate have been met and satisfied and Declarant, by this Seventeenth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract XVII and to incorporate Additional Tract XVII in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Seventeenth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XVII and this Seventeenth Amendment and Supplement; provided, however, Additional Tract XVII shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract XVII Plans defined in this Seventeenth Amendment and Supplement.

"Tract XVII Plans" as used herein means the floor and building on Additional Tract XVII, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of November 15, 1988, and a site plan of Additional Tract XVII and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of November 15, 1988, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XVII and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract XVII, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Seventeenth Amendment and Supplement, the Act, and the By-Laws, and the

rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing two (2) Condominium Units on Additional Tract XVII as shown on the Tract XVII Plans. The Building is identified and referred to in the Tract XVII Plans and in this Seventeenth Amendment and Supplement as Building J. A description of the Building located on Additional Tract XVII and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Seventeenth Amendment and Supplement, The Holcomb Estate now consists of twenty-one (21) Buildings containing fifty (50) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Seventeenth Amendment and Supplement, shall be 2.0%. The Condominium Units on Additional Tract XVII are identified on the Tract XVII Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract XVII Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Seventeenth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

880121255

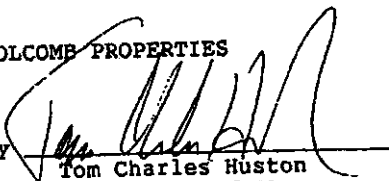
6. Floor Plans. The Tract XVII Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Seventeenth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Seventeenth Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Seventeenth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By


Tom Charles Huston

Assistant General Manager

STATE OF INDIANA)

COUNTY OF MARION)

SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Seventeenth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 21st day of November, 1988.

Von Leigh Wilson
Von Leigh Wilson, Notary Public
Residing in Greene County

My Commission Expires:
August 13, 1990

40581

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, 11 S. Meridian St., Indianapolis,
Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT XVII

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the 0.158 acre parcel of Additional Tract XV as described in Exhibit A of the Fifteenth Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3, all recorded September 26, 1988 as Instrument 88-98079 in the Office of the Recorder of Marion County, Indiana; thence South 78 degrees 00 minutes 00 seconds West 136.28 feet to a point on the Easterly line of a 22.00 foot wide nonexclusive easement for ingress and egress described on pages 4 through 6 of Exhibit A of the First Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 9, all recorded November 28, 1984 as Instrument 84-93096 in said Recorder's Office, and which point is on a curve having a radius of 144.77 feet, the radius point of which bears North 89 degrees 12 minutes 29 seconds West (the following nine courses are along said nonexclusive easement for ingress and egress); (1) thence Southerly and Southwesterly along said curve 78.36 feet to a point which bears South 58 degrees 59 minutes 03 seconds East from said radius point, and which point is on a reverse curve having a radius of 10.00 feet, the radius point of which bears South 58 degrees 59 minutes 03 seconds East; (2) thence Southerly and Southeasterly along said curve 15.16 feet to a point which bears South 34 degrees 09 minutes 51 seconds West from said radius point; (3) thence South 55 degrees 50 minutes 09 seconds East 37.21 feet to a curve having a radius of 54.42 feet, the radius point of which bears North 34 degrees 09 minutes 51 seconds East; (4) thence Easterly along said curve 32.29 feet to a point which bears South 00 degrees 09 minutes 51 seconds West from said radius point; (5) thence South 89 degrees 50 minutes 09 seconds East 28.28 feet to a curve having a radius of 58.33 feet, the radius point of which bears North 00 degrees 09 minutes 51 seconds East; (6) thence Northeasterly along said curve 67.16 feet to a point which bears South 65 degrees 48 minutes 34 seconds East from said radius point; (7) thence North 24 degrees 11 minutes 26 seconds East 44.18 feet to a curve having a radius of 30.00 feet, the radius point of which bears North 65 degrees 48 minutes 34 seconds West; (8) thence Northerly and Northwesterly along said curve 35.86 feet to a point which bears North 45 degrees 42 minutes 03 seconds East from said radius point, and which point is on a reverse curve having a radius of 30.00 feet, the radius point of which bears North 45 degrees 42 minutes 03 seconds East; (9) thence Northerly along said curve 39.83 feet to a point which bears North 58 degrees 13 minutes 12 seconds West from said radius point, and which point is the Point of Beginning, containing 0.402 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 in Instrument 84-79773 and November 28, 1984 in Instrument 84-93096 in the Office of the Recorder of Marion County, Indiana.

Subject to and together with a 20.00 foot wide water main easement recorded as Instrument 84-84031 in said Recorder's Office.

880121366

EXHIBIT B

DESCRIPTION OF BUILDINGS
AND CONDOMINIUM UNITS

The building on Additional Tract XVII as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building J. Building J is a one story structure and is constructed of wood frame. The building is more particularly described as follows:

Building J contains a total of two (2) separate Condominium Units, which consist of the following:

Unit J-1

1 Story	
Living Area	1997 square feet
Basement Area	1220 square feet
Garage Area	404 square feet
(2 bedrooms, den and 2 baths)	

Unit J-2

1 Story	
Living Area	1971 square feet
Basement Area	1210 square feet
Garage Area	406 square feet
(2 bedrooms, den and 2 baths)	

880121366

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Seventeenth Amendment and Supplement to Declaration and the submission of the Additional Tract XVII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Seventeenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 19 day of November, 1988.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By *Michael W. Richard*
Michael W. Richard
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Senior Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 14th day of November, 1988.

Miriam E. Sherman
Notary Public Residing in
Hamilton County

Miriam E. Sherman
(printed signature)

My Commission Expires:
November 9, 1990

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

830121365

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Seventeenth Amendment and Supplement to Declaration and the submission of the Additional Tract XVII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Seventeenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 14th day of November, 1988.

IWC RESOURCES CORPORATION

By Michael G. Hinkle
Michael G. Hinkle
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 14th day of November, 1988.

NOTARY RESIDES IN MARION COUNTY
MY COMMISSION EXPIRES MARCH 29, 1990
EARLENE STANLEY

Earlene Stanley
Notary Public Residing in
Marion County

(printed signature)

My Commission Expires:

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

830121365

CROSS REFERENCE

INITIALS

SL

890022508

CROSS REFERENCE

2300

(4)

11/20/01
Attachment

H.P.R. The Holcomb Estates

LEGAL

CROSS REFERENCE

84-79773, 84-52812 88-13244
89-21321

VOID STAMP
LAND SURVEYOR
TOWNSHIP
AUDITOR
NOTARY

DECLARATION

Some Number

MMN

RECEIVED FOR RECORD
89 MAR 13 AM 10:41
DEPT. OF AGRICULTURE
HAROLD COUNTY RECORDER

TOWNSHIP

Washington

RETURN TO:

Paul Crisp
842-6777

CROSS REFERENCE

890022508

CROSS REFERENCE

EIGHTEENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

2000
11
+ 4 Sheets
19.12.85

This Eighteenth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Eighteenth Amendment and Supplement"), made as of the 7th day of December, 1988, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

CHRIS L. COONROD
MARION COUNTY RECORDER
MAR 13 06 08 1
DULY ENTERED FOR
TAXATION
SUBJECT TO THE
ACCEPTANCE FOR TRANSFER

RECORDED FOR RECORD
09 MAR 13 AM 10:41
MARION COUNTY RECORDER

APPROVED 3-13-89
WASHINGTON TOWNSHIP ASSESSOR
BY: James J. Jones Real Estate Deputy

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of August, 1987, as Instrument No. 87-98972.

L. Declarant on the 15th day of August, 1987, executed a certain Eleventh Amendment and Supplement to the Declaration, which was recorded

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in the office of the aforesaid Recorder on the 27th day of August, 1987, as Instrument No. 87-99291.

M. Declarant on the 29th day of August, 1987, executed a certain Twelfth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 10th day of November, 1987, as Instrument No. 87-129384.

N. Declarant on the 29th day of April, 1988, executed a certain Thirteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 12th day of May, 1988, as Instrument No. 88-44460.

O. Declarant on the 10th day of August, 1988, executed a certain Fourteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 23rd day of August, 1988, as Instrument No. 88-85827.

P. Declarant on the 16th day of September, 1988, executed a certain Fifteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of September, 1988, as Instrument No. 88-98079.

Q. Declarant on the 17th day of September, 1988, executed a certain Sixteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 27th day of October, 1988, as Instrument No. 88-109652.

R. Declarant on the 21st day of November, 1988, executed a certain Seventeenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of December, 1988, as Instrument No. 88-121366.

S. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by

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this reference (hereinafter referred to as "Additional Tract XVIII").

T. Additional Tract XVIII constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the seventeenth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

U. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract XVIII and to the inclusion of Additional Tract XVIII in The Holcomb Estate have been met and satisfied and Declarant, by this Eighteenth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract XVIII and to incorporate Additional Tract XVIII in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Eighteenth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XVIII and this Eighteenth Amendment and Supplement; provided, however, Additional Tract XVIII shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract XVIII Plans defined in this Eighteenth Amendment and Supplement.

"Tract XVIII Plans" as used herein means the floor and building on Additional Tract XVIII, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of November 26, 1988, and a site plan of Additional Tract XVIII and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of November 26, 1988, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XVIII and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The

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Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract XVIII, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Eighteenth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing two (2) Condominium Units on Additional Tract XVIII as shown on the Tract XVIII Plans. The Building is identified and referred to in the Tract XVIII Plans and in this Eighteenth Amendment and Supplement as Building M. A description of the Building located on Additional Tract XVIII and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Eighteenth Amendment and Supplement, The Holcomb Estate now consists of twenty-two (22) Buildings containing fifty-two (52) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Eighteenth Amendment and Supplement, shall be 1.923%. The Condominium Units on Additional Tract XVIII are identified on the Tract XVIII Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract XVIII Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Eighteenth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by,

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through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

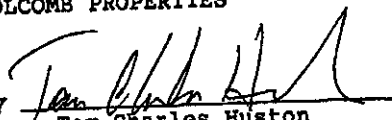
6. Floor Plans. The Tract XVIII Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Eighteenth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Eighteenth Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Eighteenth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By



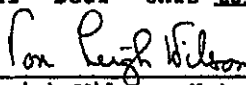
Tom Charles Huston
Assistant General Manager

890022503

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Eighteenth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 22nd day of December, 1988.



Von Leigh Wilson, Notary Public
Residing in Greene County

My Commission Expires:
August 13, 1990

40581

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, 11 S. Meridian St., Indianapolis,
Indiana 46204.

890022503

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Eighteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XVIII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Eighteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 21 day of December, 1988.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By Michael W. Richard
Michael W. Richard
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael W. Richard, a Senior Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 21st day of December, 1988.

890022508

Nancy J. Garfield
Notary Public Residing in
Marion County

Nancy J. Garfield
(printed signature)

My Commission Expires:
November 3, 1992

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Eighteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XVIII to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Eighteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 22ND day of December, 1988.

IWC RESOURCES CORPORATION

By Michael G. Hinkle as
Michael G. Hinkle
Senior Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 22 day of December, 1988.

89C022503

Jane G. Ryan
Notary Public Residing in
Marion County
JANE G. RYAN
(printed/signature)

My Commission Expires:

4-17-90

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT XVIII

Part of the Northwest Quarter of Section 15, Township 18 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southwest corner of the 0.158 acre parcel of Additional Tract XV as described in Exhibit A of the Fifteenth Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3, all recorded September 28, 1988 as Instrument 88-98079 in the Office of the Recorder of Marion County, Indiana; thence South 78 degrees 00 minutes 00 seconds West 138.28 feet to a point on the Easterly line of a 22.00 foot wide nonexclusive easement for ingress and egress described on pages 4 through 6 of Exhibit A of the First Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 9, all recorded November 28, 1984 as Instrument 84-93096 in said Recorder's Office, and which point is on a curve having a radius of 144.77 feet, the radius point of which bears North 89 degrees 12 minutes 29 seconds West (the following four courses are along said nonexclusive easement for ingress and egress); (1) thence Northerly along said curve 37.76 feet to a point which bears North 75 degrees 50 minutes 51 seconds East from said radius point, and which point is on a reverse curve having a radius of 75.04 feet, the radius point of which bears North 76 degrees 50 minutes 51 seconds East; (2) thence Northerly and Northeasterly along said curve 102.50 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; (3) thence North 84 degrees 06 minutes 31 seconds East 82.00 feet to a curve having a radius of 82.30 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; (4) thence Northeasterly along said curve 22.86 feet to the Northwest corner of said 0.158 acre parcel of Additional Tract XV, which point bears North 10 degrees 07 minutes 10 seconds West from said radius point; thence along the West line of said 0.158 acre parcel of Additional Tract XV South 09 degrees 00 minutes 00 seconds East 130.58 feet to the Point of Beginning, containing 0.348 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 in Instrument 84-79773 and November 28, 1984 in Instrument 84-93096 in the Office of the Recorder of Marion County, Indiana.

Subject to and together with a 20.00 foot wide sewer easement recorded as Instrument 84-52812 in said Recorder's Office.

890022503

EXHIBIT B

DESCRIPTION OF BUILDINGS
AND CONDOMINIUM UNITS

The building on Additional Tract XVIII as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building M. Building M is a one story structure and is constructed of wood frame. The building is more particularly described as follows:

Building M contains a total of two (2) separate Condominium Units, which consist of the following:

Unit M-1

1 Story	
Living Area	1874 square feet
Garage Area	445 square feet
(2 bedrooms, den and 2 baths)	

Unit M-2

1 Story	
Living Area	1806 square feet
Basement Area	900 square feet
Garage Area	443 square feet
(2 bedrooms, den and 2 baths)	

890022503

CROSS REFERENCE

APPROVED 4-11-89

CROSS REFERENCE

WASHINGTON TOWNSHIP ASSESSOR
BY: Allen J. J. J. Real Estate Deputy

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NINETEENTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

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This Nineteenth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Nineteenth Amendment and Supplement"), made as of the 31st day of January, 1989, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

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the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.

I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.

J. Declarant on the 15th day of April, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.

K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of August, 1987, as Instrument No. 87-98972.

L. Declarant on the 15th day of August, 1987, executed a certain Eleventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 27th day of August, 1987, as Instrument No. 87-99291.

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M. Declarant on the 29th day of August, 1987, executed a certain Twelfth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 10th day of November, 1987, as Instrument No. 87-129384.

N. Declarant on the 29th day of April, 1988, executed a certain Thirteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 12th day of May, 1988, as Instrument No. 88-44460.

O. Declarant on the 10th day of August, 1988, executed a certain Fourteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 23rd day of August, 1988, as Instrument No. 88-85827.

P. Declarant on the 16th day of September, 1988, executed a certain Fifteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of September, 1988, as Instrument No. 88-98079.

Q. Declarant on the 17th day of September, 1988, executed a certain Sixteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 27th day of October, 1988, as Instrument No. 88-109652.

R. Declarant on the 21st day of November, 1988, executed a certain Seventeenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of December, 1988, as Instrument No. 88-121366.

S. Declarant on the 22nd day of December, 1988, executed a certain Eighteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 13th day of March, 1989, as Instrument No. 890022508.

T. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A"

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attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract XIX").

U. Additional Tract XIX constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the nineteenth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration in which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

V. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract XIX and to the inclusion of Additional Tract XIX in The Holcomb Estate have been met and satisfied and Declarant, by this Nineteenth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract XIX and to incorporate Additional Tract XIX in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Nineteenth Amendment and Supplement as follows:

1. **Definitions.** The definitions used in the Declaration shall be applicable to Additional Tract XIX and this Nineteenth Amendment and Supplement; provided, however, Additional Tract XIX shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract XIX Plans defined in this Nineteenth Amendment and Supplement.

"Tract XIX Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Unit on Additional Tract XIX, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of December 30, 1988, and a site plan of Additional Tract XIX and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of December 30, 1988, all of which are incorporated herein by reference.

2. **Declaration.** Declarant hereby expressly declares that Additional Tract XIX and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract XIX, all as if the same had originally been

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included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Nineteenth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing one (1) Condominium Unit on Additional Tract XIX as shown on the Tract XIX Plans. The Building is identified and referred to in the Tract XIX Plans and in this Nineteenth Amendment and Supplement as Building H-1. A description of the Building located on Additional Tract XIX and the Condominium Unit contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Nineteenth Amendment and Supplement, The Holcomb Estate now consists of twenty-three (23) Buildings containing fifty-three (53) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Nineteenth Amendment and Supplement, shall be 1.887%. The Condominium Unit on Additional Tract XIX is identified on the Tract XIX Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract XIX Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Nineteenth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated

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at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

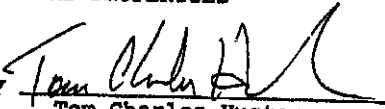
6. Floor Plans. The Tract XIX Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Unit and Property identified in this Nineteenth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Nineteenth Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Nineteenth Amendment and Supplement to be executed the day and year first above written.

HOLCOMB PROPERTIES

By


Tom Charles Huston
Assistant General Manager

890034053

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Nineteenth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 31st day of January, 1989.

Von Leigh Wilson

Von Leigh Wilson, Notary Public
Residing in Greene County

My Commission Expires:
August 13, 1990

40581

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, 11 S. Meridian St., Indianapolis,
Indiana 46204.

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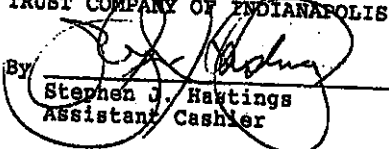
CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Nineteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XIX to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Nineteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 23rd day of January, 1989.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By


Stephen J. Hastings
Assistant Cashier

STATE OF INDIANA)

COUNTY OF MARION)

SS:

Before me, a Notary Public in and for said County and State, personally appeared Stephen J. Hastings, an Assistant Cashier of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 23rd day of January, 1989.

890034053


Notary Public Residing in
Marion County

Nancy J. Catfield

(printed signature)

My Commission Expires:
November 3, 1992

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Nineteenth Amendment and Supplement to Declaration and the submission of the Additional Tract XIX to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Nineteenth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 24th day of January, 1989.

IWC RESOURCES CORPORATION

By Michael G. Hinkle as
Michael G. Hinkle
Senior Vice President

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Michael G. Hinkle, the Senior Vice President of IWC Resources Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgage for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 24th day of January, 1989.

Earlene Stanley
Notary Public Residing in
Marion County

NOTARY RESIDES IN MARION COUNTY
MY COMMISSION EXPIRES MARCH 29, 1998
EARLENE STANLEY

890034053

My Commission Expires:

(printed signature)

This instrument prepared by Tom Charles Huston, Attorney at Law,
11 S. Meridian St., Suite 1313, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT XIX

Part of the Northwest Quarter of Section 15, Township 18 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the 0.284 acre parcel of Additional Tract XIV as described in Exhibit A of the Fourteenth Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3, all recorded August 23, 1988 as Instrument 88-85827 in the Office of the Recorder of Marion County, Indiana; thence along the East line of said 0.284 acre parcel of Additional Tract XIV, North 00 degrees 00 minutes 00 seconds 107.45 feet to the Northeast corner thereof, which point is also on the Southerly line of a 22.00 foot wide nonexclusive easement for ingress and egress described on pages 4 through 6 of Exhibit A of the First Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 9, all recorded November 28, 1984 as Instrument 84-93098 in said Recorder's Office, and which point is on a curve having a radius of 78.42 feet, the radius point of which bears North 16 degrees 02 minutes 49 seconds East (the following three courses are along the Southerly line of said nonexclusive easement for ingress and egress); (1) thence Easterly along said curve 21.18 feet to a point which bears South 00 degrees 09 minutes 51 seconds West from said radius point; (2) thence South 88 degrees 50 minutes 09 seconds East 28.28 feet to a curve having a radius of 80.33 feet, the radius point of which bears North 00 degrees 09 minutes 51 seconds East; (3) thence Easterly along said curve 29.25 feet to the Northwestern corner of the 0.45 acre parcel of Additional Tract I as described on pages 1 and 2 of Exhibit A of said First Amendment and Supplement, which point bears South 20 degrees 41 minutes 58 seconds East from said radius point; thence along the West line of said 0.45 acre parcel of Additional Tract I, South 00 degrees 00 minutes 00 seconds 110.89 feet to the Southwest corner thereof; thence North 89 degrees 01 minute 55 seconds West 77.82 feet to the Point of Beginning, containing 0.189 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 in Instrument 84-79773 and November 28, 1984 in Instrument 84-93098 in the Office of the Recorder of Marion County, Indiana.

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EXHIBIT B

DESCRIPTION OF BUILDING
AND CONDOMINIUM UNIT

The Building on Additional Tract XIX as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building H-1. Building H-1 is a one-story structure constructed of wood frame and contains a total of one (1) Condominium Unit, which consists of the following:

Unit H-1

1. Story	
Living Area	2270 square feet
Basement Area	1068 square feet
Garage Area	428 square feet
(2 bedrooms, den and 2 baths)	

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INITIALS

HS

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HPR The Holcomb Estates

LEGAL

CROSS REFERENCE

84-79773

DECLARATION

Same Number

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AUDITOR
NOTARY

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MARION COUNTY RECORDER

TOWNSHIP

Washington

RETURN TO:

Paul Crisp
842-6777

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TWENTIETH AMENDMENT TO DECLARATION
OF
THE HOLCOMB ESTATE HORIZONTAL PROPERTY REGIME

THIS AMENDMENT TO THE DECLARATION OF THE HOLCOMB ESTATE HORIZONTAL PROPERTY REGIME ("Amendment") is made as of this 26th day of March, 2001, by THE HOLCOMB ESTATE OWNERS ASSOCIATION, INC., an Indiana Corporation, on behalf of the Owners of Property in The Holcomb Estate Horizontal Property Regime,

WITNESSETH

WHEREAS, the following facts are true:

- A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, together with a Code of By-Laws of The Holcomb Estate Horizontal Property Regime and of The Holcomb Estate Owners Association, Inc., attached as an exhibit thereto, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").
- B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.
- C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8313.
- D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.
- E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.
- F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.
- G. Declarant on the 22nd day of September, 1986, executed a certain Sixth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 25th day of September, 1986, as Instrument No. 86-95927.

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- H. Declarant on the 2nd day of February, 1987, executed a certain Seventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 6th day of February, 1987, as Instrument No. 87-14334.
- I. Declarant on the 15th day of April, 1987, executed a certain Eighth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45204.
- J. Declarant on the 15th day of August, 1987, executed a certain Ninth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 24th day of April, 1987, as Instrument No. 87-45208.
- K. Declarant on the 15th day of August, 1987, executed a certain Tenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of August, 1987, as Instrument No. 87-98972.
- L. Declarant on the 15th day of August, 1987, executed a certain Eleventh Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 27th day of August, 1987, as Instrument No. 87-99291.
- M. Declarant on the 29th day of August, 1987, executed a certain Twelfth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 10th day of November, 1987, as Instrument No. 87-129384.
- N. Declarant on the 29th day of April, 1988, executed a certain Thirteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 12th day of May, 1988, as Instrument No. 88-44460.
- O. Declarant on the 10th day of August, 1988, executed a certain Fourteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 23rd day of August, 1988, as Instrument No. 88-85827.
- P. Declarant on the 16th day of September, 1988, executed a certain Fifteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 26th day of September, 1988, as Instrument No. 88-98079.
- Q. Declarant on the 17th day of September, 1988, executed a certain Sixteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 27th day of October, 1988, as Instrument No. 88-109652.
- R. Declarant on the 21st day of November, 1988, executed a certain Seventeenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of December, 1988, as Instrument No. 88-121366.
- S. Declarant on the 22nd day of December, 1988, executed a certain Eighteenth
-

Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 13th day of March, 1989, as Instrument No. 890022508.

T. Declarant on the 31st day of January, 1989, executed a certain Nineteenth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 13th day of April, 1989, as Instrument No. 890034053.

U. The Board of Directors of The Holcomb Estate Owners Association, Inc. have reviewed and affirmed the following Amendment to the Declaration Of The Holcomb Estate Horizontal Property Regime, which was approved by the affirmative votes of in excess of sixty-seven percent (67%) of the aggregate of the Percentage vote.

NOW THEREFORE, pursuant to the foregoing, The Holcomb Estate Owners Association, Inc. hereby amends the Code of By-Laws as follows:

Article V, Section 5.01(a) is amended to read as follows:

Section 5.01 Maintenance, Repairs and Replacements

(a) Condominium Units. Each Owner shall at his expense, be responsible for the maintenance, repairs, decoration and replacement within his own Condominium Unit, except as otherwise provided herein. Each Owner shall promptly perform all maintenance and repair within his Condominium Unit, which, if neglected, might adversely affect the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for the maintenance, repairs and replacements of his Condominium Unit and appurtenant Limited Areas, and all equipment serving the same, except to the extent otherwise provided herein. Such maintenance, repairs and replacements for which each Owner is individually responsible at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines that service the Owner's Condominium Unit only and are located within the exterior walls of the Condominium Unit including any lines in the area from below the floor to above the ceiling if they are within an extension of the exterior walls of the Condominium Unit: all partitions and interior walls, ceilings and floors: appliances, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit), screens and glass portions of both windows and doors (including exterior and interior of all glass and screen surfaces), interior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the owner thereof.

(The Holcomb Estate Owners Association, Inc. shall be responsible for the replacement of all window systems, door systems and garage doors as well as the exterior maintenance of such systems with the exception of door and window hardware.)

In the event that the maintenance or repair of any Condominium Unit is reasonably necessary in the discretion of the Board to protect the Common Areas or Limited Areas, or to preserve the appearance or value of the Property, or is otherwise in the interest of the general welfare of the Co-Owners, the Board shall have the power to undertake such maintenance or repair; but no such maintenance or repair shall be undertaken without a resolution by the Board and reasonable written notice to the Owner of the Condominium Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit at which time the Assessment shall become due and payable and a continuing


lien and obligation of said Owner in all respects as provided in Section 6.06 hereof.

IN WITNESS WHEREOF, The Holcomb Estate Owners Association, Inc. has executed this Amendment as of the date first written above.

THE HOLCOMB ESTATE OWNERS
ASSOCIATION, INC.

By: 
Mark Levy, President

Attest:


Sara Edgerton, Secretary


STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Mark Levy, President of The Holcomb Estate Owners Association, Inc. and Sara Edgerton, Secretary of The Holcomb Estate Owners Association, Inc. who acknowledged the execution of the foregoing Amendment to the Code Of By-Laws Of The Holcomb Estate Horizontal Property Regime And Of The Holcomb Estate Owners Association, Inc.

WITNESS my hand and notarial seal this 20th day of April, 2001.

My Commission Expires:

9/20/08


Notary Public
Jeffrey L. Price
Printed

Residing in Marion
County, Indiana

X This instrument prepared by Stephen R. Buschmann, Attorney at Law, THRASHER
BUSCHMANN GRIFFITH & VOELKEL, P.C., Market Square Center, Suite 1900, 151 North
Delaware Street, Indianapolis, Indiana 46204

17

SUPPLEMENTAL AMENDMENT OF CORRECTION
to the
DECLARATION
of
THE HOLCOMB ESTATE HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL AMENDMENT OF CORRECTION TO THE DECLARATION OF THE HOLCOMB ESTATE HORIZONTAL PROPERTY REGIME is made by the Board of Directors of the HOLCOMB ESTATE OWNERS ASSOCIATION, INC., an Indiana Non-Profit Corporation, on this 30 day of November, 2005, on behalf of the Owners of Property in the Holcomb Estate Horizontal Property Regime,

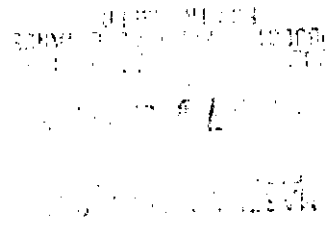
WITNESSETH THAT:

WHEREAS, Declarant executed the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, together with the Code of Bylaws of The Holcomb Estate Horizontal Property Regime and of The Holcomb Estate Owners Association, Inc., dated October 11, 1984, and recorded on October 11, 1984, as **Instrument # 84-79773** (hereinafter referred to as the "Declaration") in the Office of the Recorder for Marion County, Indiana, establishing and creating The Holcomb Estate Horizontal Property Regime; and

WHEREAS, Declarant executed the First Amendment and Supplement to the Declaration dated November 19, 1984, and recorded on November 28, 1984, as **Instrument # 84-93096**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Second Amendment and Supplement to the Declaration dated January 31, 1985, and recorded on February 1, 1985, as **Instrument # 85-8313**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Third Amendment and Supplement to the Declaration dated July 1, 1985, and recorded on July 11, 1985, as **Instrument # 85-57287**, in the Office of the Recorder of Marion County, Indiana; and



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Inst # 2006-0001223
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WHEREAS, Declarant executed the Fourth Amendment and Supplement to the Declaration dated May 16, 1986, and recorded on May 19, 1986, as **Instrument # 86-41800**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Fifth Amendment and Supplement to the Declaration dated May 27, 1986, and recorded on May 29, 1986, as **Instrument # 86-45460**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Sixth Amendment and Supplement to the Declaration dated September 22, 1986, and recorded on September 25, 1986, as **Instrument # 86-95927**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Seventh Amendment and Supplement to the Declaration dated February 2, 1987, and recorded on February 6, 1987, as **Instrument # 87-14334**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Eighth Amendment and Supplement to the Declaration dated April 15, 1987, and recorded on April 24, 1987, as **Instrument # 87-45204**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Ninth Amendment and Supplement to the Declaration dated April 15, 1987, and recorded on April 26, 1987, as **Instrument # 87-45208**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Tenth Amendment and Supplement to the Declaration dated August 15, 1987, and recorded on August 26, 1987, as **Instrument # 87-98972**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Eleventh Amendment and Supplement to the Declaration dated August 15, 1987, and recorded on August 27, 1987, as **Instrument # 87-99291**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Twelfth Amendment and Supplement to the Declaration dated August 29, 1987, and recorded on November 10, 1987, as **Instrument # 87-129384**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Thirteenth Amendment and Supplement to the Declaration dated April 29, 1988, and recorded on May 12, 1988, as **Instrument # 88-44460**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Fourteenth Amendment and Supplement to the Declaration dated August 10, 1988, and recorded on August 23, 1988, as **Instrument # 88-85827**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Fifteenth Amendment and Supplement to the Declaration dated September 16, 1988, and recorded on September 26, 1988, as **Instrument # 88-98079**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Sixteenth Amendment and Supplement to the Declaration dated September 17, 1988, and recorded on October 27, 1988, as **Instrument # 88-109652**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Seventeenth Amendment and Supplement to the Declaration dated November 21, 1988, and recorded on December 1, 1988, as **Instrument # 88-121366**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Eighteenth Amendment and Supplement to the Declaration dated December 22, 1988, and recorded on March 13, 1989, as **Instrument # 89-22508**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Declarant executed the Nineteenth Amendment and Supplement to the Declaration dated January 31, 1989, and recorded on April 13, 1989, as **Instrument # 89-34053**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Board of Directors of The Holcomb Estate Owners Association, Inc. executed the Twentieth Amendment to the Declaration dated April 24, 2001, and recorded on May 10, 2001, as **Instrument # 2001-0076162**, in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, the Twentieth Amendment to the Declaration purportedly amended the language of the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, together with the Code of Bylaws of The Holcomb Estate Horizontal Property Regime and of The Holcomb Estate Owners Association, Inc., specifically Article V, Section 5.01(a); and

WHEREAS, the Board of Directors of The Holcomb Estates Owners Association, Inc. have reviewed the Declaration and have determined that pursuant to Section 14(e) of the Declaration, an amendment to the corporate documents requires approval of sixty-seven percent (67%) of the aggregate percentage vote, "percentage vote" being defined by Section 1(u) of the Declaration to mean the percentage of the total vote accruing to all of the Condominium Units; and

WHEREAS, the Board of Directors of The Holcomb Estates Owners Association, Inc. have reviewed the minutes and records of the Corporation and have determined that the required sixty-seven percent (67%) of the aggregate percentage vote did NOT properly approve the Twentieth Amendment to the Declaration as previously attested and recorded; and

WHEREAS, the Board of Directors of The Holcomb Estates Owners Association, Inc. have hereby determined that the Twentieth Amendment to the Declaration was not properly approved and was subsequently recorded in error;

NOW WHEREFORE, pursuant to the foregoing, the Board of Directors of The Holcomb Estates Owners Association, Inc. hereby approves and resolves to correct the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, together with the Code of Bylaws of The Holcomb Estate Horizontal Property Regime and of The Holcomb Estate Owners Association, Inc. by recording this Supplemental Amendment of Correction to the Declaration that withdraws, cancels, nullifies and/or corrects the previously recorded Twentieth Amendment to the Declaration recorded on May 10, 2001, as **Instrument #2001-0076162**, in the Office of the Recorder of Marion County, Indiana, said Twentieth Amendment purporting to amend the language or content of The Holcomb Estate Horizontal Property Regime Code of Bylaws, Article V, Section 5.01(a), and

NOW WHEREFORE, pursuant to the foregoing, the Board of Directors of The Holcomb Estates Owners Association, Inc. hereby re-instates, or reaffirms, the original language of the Declaration and Code of Bylaws, Article V, Section 5.01(a), that was in effect as of the date the Twentieth Amendment to the Declaration was recorded and that was never properly amended or changed by the actions of the Board of Directors pursuant to the Twentieth Amendment to the Declaration, as follows:

Article V, Section 5.01(a), in its original form, shall appropriately read as follows:

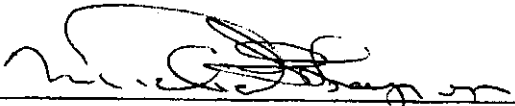
Section 5.01 Maintenance, Repairs and Replacements

- (a) **Condominium Units.** Each Owner shall at his expense, be responsible for the maintenance, repairs, decoration and replacement within his own Condominium Unit, except as may otherwise be provided herein. Each Owner shall promptly perform all maintenance and repair within his Condominium Unit which, if neglected, might adversely affect the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for the maintenance, repairs and replacements of, his Condominium Unit and appurtenant Limited Areas, and all equipment serving the same except to the extent otherwise provided herein. Such maintenance, repairs and replacements for which each Owner is individually responsible at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines that service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit including any lines in the area from below the floor to above the ceiling if they are within an extension of the exterior wall of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit), doors, screens and windows (including exterior and interior of all glass and screen surfaces), interior and exterior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof. In the event that the maintenance or repair of any Condominium Unit is reasonably necessary in the discretion of the Board to protect the Common Areas or Limited Areas, or to preserve the appearance or value of the Property, or is otherwise in the interest of the general welfare of the Co-Owners, the Board shall have the power to undertake such maintenance or repair; but no such maintenance or repair shall be undertaken without a resolution by the Board and reasonable written notice to the Owner of the Condominium Unit proposed to be maintained. The cost of any such maintenance or repair shall be assessed against the Condominium Unit on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be rendered promptly to the then Owner of the Condominium Unit at which time the Assessment shall become due and payable and a continuing lien and obligation of said Owner in all respects as provided in Section 6.06 hereof.

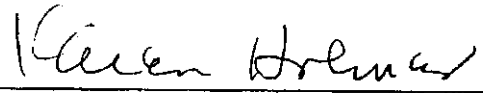
IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Supplemental Amendment of Correction to the Declaration of The Holcomb Estate Horizontal Property Regime and swear, affirm or certify, under penalties of perjury, the truth of the facts herein stated, this 30 day of ~~November~~ ^{January}, 2008. *ndj*
Kth

THE HOLCOMB ESTATE OWNERS ASSOCIATION, INC.

by:


MICHAEL J. TRAYNOR
President, The Holcomb Estate Owners Assoc., Inc.

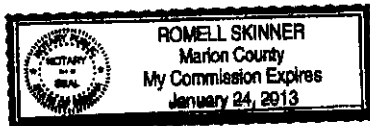
ATTEST:


Karen Holmes
Secretary, The Holcomb Estate Owners Assoc., Inc.

STATE OF INDIANA)
COUNTY OF Marion }

Before me a Notary Public in and for said County and State, personally appeared Michael J Trauner and Karen K Holmes, the President and Secretary, respectively, of The Holcomb Estate Owners Association, Inc., who acknowledged execution of the foregoing Supplemental Amendment of Correction to the Declaration of The Holcomb Estate Horizontal Property Regime and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal of this 3rd day of January, 2008



Romell Skinner
Notary of Public - Signature
Romell Skinner
Printed

My Commission Expires:

January 24, 2013

Residence County: Marion

This instrument prepared by, and should be returned to:

Scott A. Tanner, Esq.
TANNER LAW GROUP
435 E. Main Street, Suite M-1
Greenwood, IN 46143


Declaration

This form is to be signed by the preparer of a document and recorded with each document in accordance with IC 36-2-7.5-5(a).

I, the undersigned preparer of the attached document, in accordance with IC 36-2-7.5, do hereby affirm under the penalties of perjury:

1. I have reviewed the attached document for the purpose of identifying and, to the extent permitted by law, redacting all Social Security numbers;
2. I have redacted, to the extent permitted by law, each Social Security number in the attached document.

I, the undersigned, affirm under the penalties of perjury, that the foregoing declarations are true.



Signature of Declarant

MICHAEL J. TRAYNOR

Printed Name of Declarant

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09/15/2016 10:31 AM

KATHERINE SWEENEY DELL
MARION COUNTY IN REORDER

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By: KD

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FOR TRANSFER

Cross-References: 1984-79773
2008-117018
A201000054375

AMENDMENTS TO THE
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
AND THE AMENDED & RESTATED CODE OF BY-LAWS OF
THE HOLCOMB ESTATE HORIZONTAL PROPERTY REGIME
AND OF
THE HOLCOMB ESTATE OWNERS ASSOCIATION, INC.

These Amendments to the "Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime" and the Amended & Restated Code of By-Laws of The Holcomb Estate Horizontal Property Regime and of The Holcomb Estate Owners Association, Inc. (hereafter, the "Association") were made as of the date set forth below.

WITNESSETH THAT:

WHEREAS, The Holcomb Estate Condominium (originally referred to as The Holcomb Estate Horizontal Property Regime) located in Marion County, Indiana was originally created and formed pursuant to the Indiana Condominium Act presently codified at Indiana Code § 32-25-1-1 et seq., as amended, and pursuant to a certain "Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime," recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 1984-79773 ("Declaration"), to which were attached as an exhibit the Code of By-Laws of The Holcomb Estate Horizontal Property Regime and of The Holcomb Estate Owners Association, Inc., said By-Laws being recorded on the same date and under the same Instrument No. 1984-79773; and

WHEREAS, the Owners approved an Amended & Restated Code of By-Laws, with the same being recorded in the Office of the Recorder of Marion County, Indiana on June 11, 2010, as Instrument No. A201000054375 ("Amended By-Laws"); and

WHEREAS, Paragraph 14 of the Declaration states that its provisions may be amended by approval of a vote of a "Majority of Owners", that term being defined in Paragraph 1(p) as meaning more than fifty percent (50%) of the Percentage Votes; and



KB 6

WHEREAS, the Owners of the Condominium Units within The Holcomb Estate Condominium, being members of the Association, desire to adopt certain amendments to the Declaration and the Amended By-Laws as set forth below; and

WHEREAS, after notice was duly given pursuant to the Amended By-Laws, the Owners of all Condominium Units unanimously approved the following amendments at a special annual meeting of the Association held on June 4, 2016; and

NOW, THEREFORE, the Declaration and the Amended By-Laws are amended by adding a new Paragraph 30 to the end of the "Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime" to read as follows:

30. The Condominium Units in The Mansion. On October 11, 1984, The Holcomb Estate Condominium was legally established upon the filing with the Marion County Recorder's Office of the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, the By-Laws of The Holcomb Estate Owners Association, Inc., and building plans for Building A. The Holcomb Estate Condominium was established as an expandable Horizontal Property Regime (now more commonly referred to as a Condominium) whereby the developer could "add" additional buildings over time. Building A was the first building and it contained just five (5) Condominium Units.

One month later, in November of 1984, the original developer "added" (or annexed) four (4) more buildings to the Condominium, including a three-unit building called "The Mansion". That was accomplished upon the filing with the Marion County Recorder's Office on November 20, 1984, of the "First Amendment and Supplement to Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime" as Instrument Number 840093096.

The Mansion was built several decades before 1984 and was once the home of the Holcomb family. The mansion property included the grounds of the original Holcomb family estate. That land, including The Mansion house, was eventually purchased by The Holcomb Estate Condominium developer. The Mansion house was, in essence, a large, single-family home. However, when the developer "added" the Mansion to the condominium, the developer chose to basically "carve it up" into three separate and distinct Condominium Units legally described as Mansion-1, Mansion-2, and Mansion-3. The street addresses for those Units are 1705, 1715, and 1725 Glencary Crest.

From the time the Mansion was officially made a part of The Holcomb Estate Condominium, there were practical problems that persisted. The structure of the Mansion was much older than the new Condominium Units that were being built. It was built with construction materials and finishes that differed greatly from the rest of the Condominium Units. It was primarily used as a single-family residence, despite it technically being made up of three separate Units. As shown on the building plans, the inside of the Mansion included portions designated as Common Areas as well as Limited Common Areas that were nothing at all like the rest of the community. The three Units making up the Mansion also meant that whoever owned

the Mansion building was liable to pay three assessments to the Association (in other words, "triple dues"), making it costly for anyone to own. For these and other reasons, this Paragraph 30 will establish a new arrangement for the three Condominium Units that make up the Mansion.

Notwithstanding anything in the Declaration and the Bylaws (as amended) to the contrary, the following provisions shall apply to the Mansion:

- a. The three Mansion Condominium Units are to remain a part of the Holcomb Estate Condominium and subject to the powers of the of The Holcomb Estate Owners Association, Inc.
- b. The three Condominium Units that make up the Mansion shall always be owned by the same Owner, and shall be treated as a single residence. All three Condominium Units must be conveyed together.
- c. At his or her sole cost and expense, the Owner of the three Mansion Condominium Units assumes full responsibility for all maintenance, repair and replacements on all portions of the Mansion building, both exterior and interior, including all Common and Limited Areas related to the Mansion. The Owner shall perform such duties in a manner consistent with the maintenance and repair of the other Condominium Units in Holcomb Estate.
- d. The Owner agrees to obtain prior written approval from the Board of the Association before doing anything that would change the exterior appearance of the Mansion.
- e. At his or her sole cost and expense, the Owner shall be responsible for obtaining all appropriate property & casualty insurance (at full cost replacement) as well as liability insurance for the three Condominium Units making up the Mansion, and shall provide proof of coverage to the Association, with the Association being listed as an Additional Insured on the Owner's policy.
- f. The Association shall retain maintenance responsibility (including insurance) for all three garages, numbered 1705, 1715 and 1725.
- g. As the Owner of the three Condominium Units making up the Mansion, that Owner shall retain 3/53rds percentage interest in all Common Areas of the Holcomb Estate Condominium.
- h. As the Owner of the three Condominium Units making up the Mansion, that Owner shall retain 3/53rds percentage vote on all Association matters.
- i. The Owner shall contribute at the agreed-upon rate to operating, repair and replacement costs of all the Common Areas related to the land portion of The Holcomb Estate Condominium tract as follows:

1. Monthly assessments for the Mansion Owner are established at a flat amount of \$700 for the calendar year 2016.
 2. Any future increases in monthly assessment shall be added to this amount at ½ the amount of the assessment.
 3. Any special assessments will be allocated to the Owner as that fraction of the special assessment pertaining to Common Area grounds related to the land portion of The Holcomb Estate Condominium tract or the garages. In other words, if a special assessment (or a portion thereof) benefits the Owners of all fifty-three (53) Condominium Units, the special assessment (or the applicable portion thereof) shall be levied against the three Condominium Units making up the Mansion to the same extent as the Owners of the fifty (50) other Condominium Units and the Owner of such Mansion Units shall be liable for payment thereof. Conversely, if a special assessment (or a portion thereof) does not benefit the Mansion, the Owner of those three Condominium Units shall not be liable for the special assessment (or the applicable portion thereof).
 4. All assessments shall constitute the personal obligation of the Owner of the three Condominium Units making up the Mansion, and shall also constitute a continuing lien against the Condominium Units in the same manner, and subject to the same remedies of the Association, as described elsewhere in the Declaration, the Bylaws, and the Rules and Regulations
- j. The Owner of the Mansion agrees to abide by the Declaration, the Bylaws, and the Rules and Regulations as a member of the Holcomb Estate community.
- k. The provisions of this Paragraph 30 cannot be amended without the unanimous consent and approval of all Owners of Holcomb Estate Condominium Units.

Except for the above, all other provisions of the Declaration and the Amended By-Laws shall remain in full force and effect.

Certification. The undersigned persons hereby represent and certify that all requirements for and conditions precedent to the above amendments have been fulfilled and satisfied.

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IN WITNESS WHEREOF, we, the undersigned, do hereby execute these Amendments and certify the truth of the facts herein stated, this 29 day of June, 2016.

The Holcomb Estate Owners Association, Inc., by:

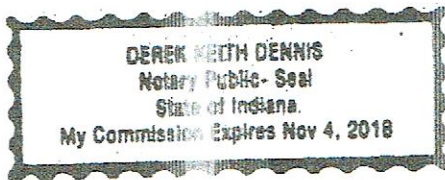
Thomas E. Honderich, President

ATTEST:

Janet C. Kirsch, Secretary

STATE OF INDIANA)
COUNTY OF MARION)

Before me a Notary Public in and for said County and State, personally appeared **Thomas E. Honderich** and **Janet C. Kirsch**, the President and Secretary, respectively, of The Holcomb Estate Owners Association, Inc., who acknowledged execution of the foregoing for and on behalf of said corporation and its members and who, having been duly sworn, stated that the representations contained herein are true. Witness my hand and Notarial Seal this 29 day of June, 2016.



Derek Keith Dennis
Notary Public, Signature

Derek Keith Dennis
Printed

My Commission Expires:

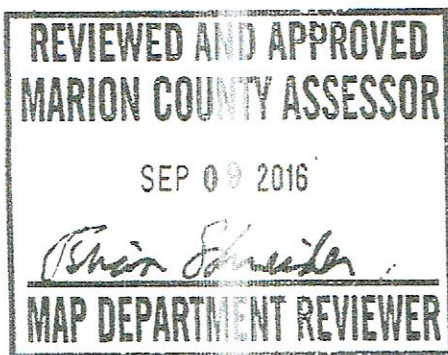
November 4, 2018

Residence County: Marion

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law."

P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216.
Telephone: (317) 536-2565.



CONSENT TO AMENDMENTS TO THE
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
AND THE AMENDED & RESTATED CODE OF BY-LAWS OF
THE HOLCOMB ESTATE HORIZONTAL PROPERTY REGIME
AND OF THE HOLCOMB ESTATE OWNERS ASSOCIATION, INC.

Union Savings Bank, as the owner of three (3) Condominium Units within The Holcomb Estate Condominium legally described as Mansion-1, Mansion-2, and Mansion-3, and whose street addresses are 1705, 1715, and 1725 Glencary Crest in Indianapolis, hereby consents to the foregoing Amendments to the "Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime" and the Amended & Restated Code of By-Laws of The Holcomb Estate Horizontal Property Regime and of The Holcomb Estate Owners Association, Inc.

Dated this 25 day of June, 2016.

Union Savings Bank, by:

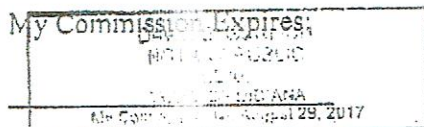
[Signature]
Michael Mohr, SEVP

STATE OF INDIANA)
COUNTY OF Hamilton)

Before me a Notary Public in and for said County and State, personally appeared Michael Mohr, the SEVP of Union Savings Bank, an Ohio financial institution doing business in the State of Indiana, who acknowledged execution of the foregoing for and on behalf of said bank and who, having been duly sworn, stated that the representations contained herein are true. Witness my hand and Notarial Seal this 25 day of June, 2016.

[Signature]
Notary Public, Signature

Dorene Gerlich
Printed



Residence County: Hamilton

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law."
P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216.
Telephone: (317) 536-2565.