

Mary A. Clark
RECORDER HAMILTON CO. IN

9551400

1400
3

95 SEP 11 PM 3: 30 AMENDMENT TO
PLAT COVENANTS AND RESTRICTIONS

ELLER RUN
SECTION 2

This Amendment ("Amendment") declared by the undersigned Developer as of the date last set forth below, amends those certain Plat Covenants and Restrictions recorded in the office of the Recorder of Hamilton County Indiana on August 30, 1993, as Instrument No. 93-41778, as amended, if any, to date (the "Plat") as follows:

1. Defined Terms. Terms used herein, not otherwise defined herein, shall have the meanings ascribed to them in the Plat.

2. Antenna and Satellite Dishes. Notwithstanding anything contained in the Plat, the Declaration or elsewhere to the contrary, outdoor satellite dishes shall be permitted in the Subdivision; provided, however, that: (a) the diameter of the satellite dish shall be no more than twenty-four inches (24"), (b) only one (1) satellite dish shall be permitted on each Lot, (c) the Architectural Review Committee shall have first determined that the satellite dish is appropriately placed and properly screened in order to preserve property values and maintain a harmonious and compatible relationship among the houses in the Subdivision, and (d) the Architectural Review Committee shall have first expressly approved the same in writing.

3. Effect. In the event of any conflict between the terms of this Amendment and the terms of the Plat or the Declaration, this Amendment shall govern and control over the terms of the Plat and the Declaration. Except as otherwise expressly modified hereby, the terms and conditions of the Plat and the Declaration shall continue in full force and effect without modification.

4. Authority. The terms of this Amendment were duly approved in writing by the affirmative vote of a sufficient number of owners of Lots in the Subdivision to amend the Plat and the Declaration pursuant to and in compliance with the terms of the Plat and the Declaration.

IN WITNESS WHEREOF, the undersigned Developer has executed this Amendment as of September 7, 1995.

ELLER RUN DEVELOPMENT CORPORATION,
an Indiana corporation

By: Christopher R. White
Christopher R. White, Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Christopher R. White, Vice President of Eller Run Development Corporation, who acknowledged execution of the foregoing Instrument and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 7th day of September 1995.

Deborah L. [Signature]
Notary Public

Deborah L. [Signature]
Printed Name



My Commission Expires:

12/12/96

My County of Residence:

Marion

This instrument was prepared by and return recorded instrument to Ronald F. Shady, Jr., Attorney at Law, Lowe Gray Steele & Hoffman, Bank One Tower, 111 Monument Circle, Suite 4600, Indianapolis, Indiana 46204-5146, (317) 236-8020.

wprts(Davis)ellorun 2

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

AUG 30 1993

9341777

FIRST SUPPLEMENT TO
FIRST AMENDED AND RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF ELLER RUN

RECEIVED
RECORDS
03 AUG 30 PM 2:18
S. K. CHERRY
RECORDER
HAMILTON CO. IN

This First Supplement is made this 16th day of August, 1993, by Eller Run Development Corporation, an Indiana corporation (the "Developer").

1. Developer is the owner of certain real estate more particularly described in Exhibit A attached hereto (the "Additional Real Estate").
2. Developer executed that certain First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Eller Run, on November 16, 1992 and recorded the same on November 16, 1992 as Instrument No. 92-44920 in the Office of the Recorder of Hamilton County, Indiana (the "Declaration").
3. Developer reserved in said Declaration the right from time to time, acting alone, to subject to the terms and provisions of the Declaration certain additional real estate located within the tracts adjacent to the Initial Real Estate (as defined in the Declaration) by execution and recordation in the Office of the Recorder of Hamilton County of a supplemental declaration so annexing all or any part of such real estate.
4. The Additional Real Estate constitutes a part of the tract adjacent to the Initial Real Estate.

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

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

2. First Supplement to Declaration. Developer hereby expressly declares that the Additional Real Estate, together with all improvements of every kind and nature whatsoever located thereon, shall be annexed to the Real Estate and be subject to the provisions of the Declaration, as the same may be amended or supplemented from time to time as therein provided, and the Real Estate is hereby expanded to include the Additional Real Estate, all as if the same had originally been included in the Declaration. The Additional Real Estate shall be hereafter held, transferred, sold, conveyed, hypothecated, encumbered, leased, rented,

used, improved and occupied subject to all of the provisions, agreements, covenants, conditions, restrictions, easements, assessments, charges and liens of the Declaration, as the same may be amended or supplemented from time to time as therein provided.

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

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

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

By: Elie Run Development Corporation,
an Indiana corporation

By: 
C. Richard Davis
President

93A1777

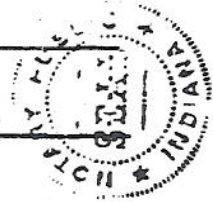
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Eller Run Development Corporation, an Indiana Corporation, who acknowledged the execution of the foregoing First Supplement to First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Eller Run.

WITNESS my hand and Notarial Seal this 16th day of August, 1993.

Li-Ching Wu
Notary Public

Li-Ching Wu
Printed Name



My Commission Expires: 4-2-96

Residing in Harmon County

This instrument was prepared by C. Richard Davis, President of Davis Development, Inc., 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240 (317)259-6216.

-3-

9341777

EXHIBIT "A"

ELLER RUN
Section 2

A part of the Northeast Quarter of Section 10, Township 17 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northeast Quarter; thence North 89°15'25" East (assumed bearing) along the North line of said Northeast Quarter a distance of 849.34 feet to the POINT OF BEGINNING; thence South 00°44'35" East a distance of 243.50 feet; thence North 89°15'25" East parallel with said North line a distance of 25.00 feet; thence South 00°44'35" East a distance of 120.00 feet; thence South 11°20'53" West a distance of 83.88 feet; thence South 78°39'07" East a distance of 119.39 feet; thence South 72°52'25" East a distance of 87.77 feet; thence South 22°15'25" West a distance of 120.00 feet, said point being on a curve concave to the Southwest having a radius of 369.00 feet; thence Southeasterly along said curve through a central angle of 03°02'59" on arc distance of 19.64 feet, said arc being subtended by a chord bearing South 66°13'06" East a distance of 19.64 feet to the point of reverse curvature of a curve concave to the Northeast having a radius of 147.00 feet; thence Southeasterly along said curve through a central angle of 11°31'36" on arc distance of 29.57 feet, said arc being subtended by a chord bearing South 70°27'25" East a distance of 29.52 feet; thence South 13°46'47" West a distance of 170.00 feet; thence South 85°10'47" East a distance of 98.74 feet; thence North 88°33'09" East a distance of 257.55 feet; thence South 01°26'51" East a distance of 67.41 feet; thence South 39°57'09" West a distance of 180.00 feet; thence South 49°46'04" West a distance of 47.02 feet; thence South 27°30'55" East a distance of 155.00 feet, said point being on a curve concave to the Northwest having a radius of 260.00 feet; thence Northeasterly along said curve through a central angle of 02°28'10" on arc distance of 11.21 feet, said arc being subtended by a chord bearing North 61°15'00" East a distance of 11.21 feet; thence South 29°59'05" East a distance of 128.58 feet; thence North 39°57'09" East parallel with the centerline of the Noblesville and Allisonville Road, State Road 37A (old State Road 13) a distance of 1271.69 feet to the Southwesterly line of real estate conveyed to Indianapolis Airport Authority of Marion County by Trustee's Deed as recorded by Instrument No. 85-18853 in the Office of the Recorder of Hamilton County, Indiana; thence North 33°48'56" West by measurement (North 33°29'25" West by deed) along said Southwesterly line a distance of 372.57 feet to the North line of said Northeast Quarter, said point also being the Northwest corner of said real estate; thence South 89°15'25" West along said North line a distance of 1135.13 feet to the Point of Beginning. Containing 22.843 Acres (995,036 Square Feet) more or less, and subject to all easements and rights-of-way of record.

This Instrument Recorded-1 AUG 30 1988
Sharon K. Chesny, Recorder, Hamilton County, IN

9341777

This Instrument Recorded
Sharon K. Cherry, Recorder, Hamilton County, IN
AUG 30 1993

9341778

PLAT COVENANTS AND RESTRICTIONS

ELLER RUN

SECTION 2

RECEIVED
FOR RECORD

03 AUG 30 PM 2:18

SHARON K. CHERRY
RECORDER
HAMILTON CO. IN

The undersigned, ELLER RUN DEVELOPMENT CORPORATION, an Indiana corporation (the "Developer"), is the Owner of the real estate more specifically described in Exhibit "A" attached hereto (the "Real Estate"). The Developer is concurrently platting and subdividing the Real Estate as shown on the plat for Eller Run, Section 2, which is filed of record August 30, 1993, in the office of the Recorder of Hamilton County, Indiana (the "Plat") and desires in the Plat to subject the Real Estate to the provisions of these Plat Covenants and Restrictions. The subdivision created by the Plat (the "Subdivision") is to be known and designated as "Eller Run". In addition to the covenants and restrictions hereinafter set forth, the Real Estate is also subject to those covenants and restrictions contained in the First Amended and Restated Declaration of Covenants, Conditions and Restrictions of Eller Run, dated November 16, 1992 and recorded on November 16, 1992 as Instrument No. 92-44920, in the office of the Recorder of Hamilton County, Indiana, as the same may be amended or supplemented from time to time as therein provided (the "Declaration"), and to the rights, powers, duties and obligations of the Eller Run Community Association, Inc. (the "Association"), set forth in the Declaration. If there is any irreconcilable conflict between any of the covenants and restrictions contained herein and any of the covenants and restrictions contained in the Declaration, the covenants and restrictions contained in the Declaration shall govern and control, but only to the extent of the irreconcilable conflict, it being the intent hereof that all covenants and restrictions contained herein shall be applicable to the Real Estate to the fullest extent possible. Capitalized terms used herein shall have the same meaning as given in the Declaration.

In order to provide adequate protection to all present and future Owners of Lots or Residence Units in the Subdivision, the following covenants and restrictions, in addition to those set forth in the Declaration, are hereby imposed upon the Real Estate:

1. PUBLIC RIGHT OF WAY. The rights-of-way of the streets as shown on the Plat, if not heretofore dedicated to the public, are hereby dedicated to the public for use as a public right-of-way.
2. COMMON AREAS. There are areas of ground on the Plat marked "Common Area". Developer hereby declares, creates and grants a non-exclusive easement in favor of each Owner for the use and enjoyment of the Common Areas, subject to the conditions and restrictions contained in the Declaration.

3. UTILITY, DRAINAGE AND SANITARY EASEMENTS. There are areas of ground on the Plat marked "Utility Easements, Drainage Easements and Sanitary Easements", either separately or in combination. The Utility Easements are hereby created and reserved for the use of all public utility companies (not including transportation companies), governmental agencies and the Association for access to and installation, maintenance, repair or removal of poles, mains, ducts, drains, lines, wires, cables and other equipment and facilities for the furnishing of utility services, including cable television services. The Drainage Easements are hereby created and reserved for (i) the use of Developer during the "Development Period" (as such term is defined in the Declaration) for access to and installation, repair or removal of a drainage system, either by surface drainage or appropriate underground installations, for the Real Estate and adjoining property and (ii) the use of the Association and the Department of Public Works of the Town of Fishers for access to and maintenance, repair and replacement of such drainage system. The owner of any Lot in the Subdivision subject to a Drainage Easement, including any builder, shall be required to keep the portion of said Drainage Easement on his Lot free from obstructions so that the storm water drainage will be unimpeded and will not be changed or altered without a permit from the Department of Public Works and prior written approval of the Developer. The Sanitary Easements are hereby created and reserved for the use of the Department of Public Works and, during the Development Period, for the use of Developer for access to and installation, repair, removal replacement or maintenance of a sanitary sewer system. The delineation of the Utility, Drainage and Sanitary Easement areas on the Plat shall not be deemed a limitation on the rights of any entity for whose use any such easement is created and reserved to go on any Lot subject to such easement temporarily to the extent reasonably necessary for the exercise of the rights granted to it by this Paragraph 3. Except as installed by or with the approval of Developer or installed as provided above, no structures or improvements, including without limitation decks, patios, fences, walkways or landscaping, shall be erected or maintained upon said easements.

4. LANDSCAPE EASEMENTS. There are areas of ground on the plat marked "Landscape Easements" which are hereby created and reserved: (i) for the use of the Developer during the Development Period for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials and other improvements and (ii) for the use of the Association for access to and the installation, maintenance and replacement of foliage, landscaping, screening materials and other improvements. Except as installed by Developer or installed and maintained by the Association or with the prior written consent of the Architectural Review Committee, no structure or improvements, shall be maintained in or upon said Landscape Easements.

5. LANDSCAPE PRESERVATION EASEMENTS. There are areas of ground on the Plat marked "Landscape Preservation Easements". Developer hereby creates and reserves the Landscape Preservation Easements for the preservation of the trees, bushes, shrubbery and other vegetation in such areas in their natural unimproved state. No structures or improvements shall be erected or maintained within or upon such Landscape Preservation Easements without the prior written consent of the Architectural Review Committee. No living trees, bushes, shrubbery or other vegetation shall be removed from any Landscape Preservation Easement except (a) by public utility companies, governmental agencies, Developer, the Department of Public Works of the Town of Fishers or the Association in connection with such entity's use of the Utility, Drainage or Sewer Easements as herein permitted; or (b) by Developer (or any entity related to Developer) in connection with the development of the Real Estate.

6. BUILDING LOCATION - FRONT, BACK AND SIDE YARD REQUIREMENTS. Building lines and building setback lines are established on the Plat. No building shall be erected or maintained between said setback lines and the front, rear or side lot line (as the case may be) of a Lot. The setback lines may vary in depth in excess of the minimum as designated on the Plat. For lots 84 thru 92 and lots 101 thru 158, the minimum front yard setback shall be twenty-five (25) feet. The minimum rear yard setback shall be twenty-five feet. The minimum aggregate side yard between residences shall be as required by the zoning ordinance of the Town of Fishers. For lots 83, 93 thru 100, and 159, the minimum front yard setback shall be thirty (30) feet. The minimum rear yard setback shall be thirty (30) feet. The minimum aggregate side yard between residences shall be twenty (20) feet.

7. RESIDENTIAL UNIT SIZE AND OTHER REQUIREMENTS. For lots 84 thru 92 and lots 101 thru 158, no residence constructed on a Lot shall have less than twelve hundred (1200) square feet of total floor area, exclusive of garages, carports and open porches. The minimum total floor area of any building higher than one story shall be sixteen hundred (1600) square feet. For lots 83, 93 thru 100, and 159, no residence constructed on a Lot shall have less than fourteen hundred (1400) square feet of total floor area, exclusive of garages, carports and open porches. The minimum total floor area of any building higher than one story shall be eighteen hundred (1800) square feet. Each residence Unit shall include an attached two-car (or larger) enclosed garage. The maximum height of any residential dwelling constructed on a Lot shall be thirty-five (35) feet and the maximum height of any attached accessory building shall be twenty-five (25) feet.

8. RESIDENTIAL UNIT USE. All Lots in the Subdivision shall be used solely for residential purposes. No building shall be erected, placed or permitted to remain on any Lot other than one detached single-family residence not to exceed two stories in

height and permanently attached residential accessory buildings. Any garage, tool shed, storage building or any other attached building erected or used as an accessory building to a residence shall be of a permanent type of construction and shall conform to the general architecture and appearance of such residence.

9. ACCESSORY AND TEMPORARY BUILDINGS. No trailers, shacks, outhouses or detached or unenclosed storage sheds, tool sheds or accessory buildings of any kind shall be erected or situated on any Lot in the Subdivision, except that used by the Developer or by a builder during the construction of a residential building on the property, which temporary construction structures shall be removed upon completion of construction of the Subdivision or building, as the case may be.

10. TEMPORARY RESIDENCE. No trailer, camper, motor home, truck, shack, tent, boat, recreational vehicle, basement, garage or outbuilding or other structure of a temporary character may be used at any time as a residence, temporary or permanent.

11. NUISANCES. No domestic animals raised for commercial purposes and no farm animals or fowl shall be kept or permitted on any Lot. No noxious, unlawful or otherwise offensive activity shall be carried out on any Lot, nor shall anything be done thereon which may be or may become a serious annoyance or nuisance to the neighborhood.

12. VEHICLE PARKING. No camper, motor home, truck, trailer, boat, snowmobile or other recreational vehicle of any kind may be stored on any Lot in open public view. No vehicles of any kind may be put up on blocks or jacks to accommodate car repair on a Lot unless such repairs are done in the garage. Disabled vehicles shall not be allowed to remain in open public view.

13. SIGNS. No sign of any kind shall be displayed to the public view on any Lot, except that one sign of not more than six (6) square feet may be displayed at any time for the purpose of advertising a property for sale, and except that Developer and its affiliates and designees, including the builders, may use larger signs during the sale and development of the Subdivision.

14. MAILBOXES. All mailboxes and replacement mailboxes shall be uniform and shall conform to the standards set forth by the Architectural Review Committee.

15. GARBAGE AND REFUSE DISPOSAL. Trash and refuse disposal will be on an individual basis, lot by lot. The community shall not contain dumpsters or other forms of general or common trash accumulation except to facilitate development and house construction. No Lot shall be used or maintained as a dumping ground for trash. Rubbish, garbage and other waste shall be kept in sanitary containers. All equipment for storage or disposal of such materials shall be kept clean and shall not be stored on any Lot

in open public view. No rubbish, garbage or other waste shall be allowed to accumulate on any Lot. No homeowner or occupant of a Lot shall burn or bury any garbage or refuse.

16. STORAGE TANKS. No gas, oil or other storage tanks shall be installed on any Lot.

17. WATER SUPPLY AND SEWAGE SYSTEMS. No private or semi-private water supply or sewage disposal system may be located upon any Lot. No septic tank, absorption field or similar method of sewage disposal shall be located or constructed on any Lot.

18. DITCHES AND SWALES. All owners, including builders, shall keep unobstructed and in good maintenance and repair all open storm water drainage ditches and swales which may be located on their respective Lots.

19. DRIVEWAYS. Each driveway in the Subdivision shall be of concrete or asphalt material.

20. ANTENNA AND SATELLITE DISHES. No outside antennas or satellite dishes shall be permitted in the Subdivision.

21. AWNINGS. No metal, fiberglass, canvas or similar type material awnings or patio covers shall be permitted in the Subdivision, except that a builder may utilize a canvas or similar type material awning on its model home sales center in the Subdivision.

22. FENCING. No fence shall be erected on or along any Lot line, nor on any Lot, the purposes or result of which will be to obstruct reasonable vision, light or air. All fences shall be kept in good repair and erected so as to enclose the property and decorate the same without unreasonable hindrance or obstruction to any other property. Any fencing permitted to be used in the Subdivision must be wooden or black vinyl coated chain link and shall not be higher than six (6) feet. Uncoated chain link fencing is prohibited. No fencing shall extend forward of the furthest back front corner of the residence. All fencing style, color, location and height shall be generally consistent within the Subdivision and shall be subject to prior written approval of the Architectural Review Committee.

23. SWIMMING POOLS. No above-ground swimming pools shall be permitted in the Subdivision.

24. SPORT COURTS. No hard surfaced sport courts of any kind shall be permitted in the rear yard area except as approved by the Architectural Review Committee.

25. SOLAR PANELS. No solar heat panels shall be permitted on roofs of any structures in the Subdivision. All such panels shall be enclosed within fenced areas and shall be concealed from

the view of neighboring lots, common areas and the streets.

26. OUTSIDE LIGHTING. Except as otherwise approved by the Developer in connection with a builder's model home sales center, all outside lighting contained in or with respect to the subdivision shall be of an ornamental nature compatible with the architecture of the project and shall provide for projection of light so as not to create a glare, distraction or nuisance to other property owners in the vicinity of or adjacent to the project.

27. SITE OBSTRUCTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and nine (9) feet above the street shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points twenty-five (25) feet from the intersection of said street lines, or in the case of a rounded property corner, from the intersection of the street lines extended. The same sight-line limitations shall apply to any lot within ten (10) feet from the intersection of a street line with the edge of a driveway pavement or alley line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at a sufficient height to prevent obstruction of such sight lines.

28. VIOLATION. Violation or threatened violation of these covenants and restrictions shall be grounds for an action by the Developer, the Association or any person or entity having any right, title or interest in the Real Estate, and all persons or entities claiming under them, against the person or entity violating or threatening to violate any such covenants or restrictions. Available relief in any such action shall include recovery of damages for such violation, injunctive relief against any such violation or threatened violation, declaratory relief and the recovery of costs and attorneys reasonable fees incurred by any party successfully enforcing these covenants and restrictions; provided, however, that neither the Developer nor the Association shall be liable for damages of any kind to any person for failing to enforce such covenants or restrictions.

29. FISHERS PLANNING COMMISSION. The Fishers Planning Commission, its successors and assigns shall have no right, power or authority to enforce any covenants, restrictions or other limitations contained herein other than those covenants, restrictions or limitations that expressly run in favor of the Planning Commission; provided that nothing herein shall be construed to prevent the Commission from enforcing any provisions of the Subdivision Control Ordinance, as amended, or any conditions attached to approval of the Plat by the Plat Committee.

30. AMENDMENT. These covenants and restrictions may be amended at any time by the then owners of at least sixty-seven percent (67%) of the lots in all subdivisions which are now or hereafter made subject to and annexed to the Declaration; provid-

ed, however, that until all of the Lots in such Subdivisions have been sold by Developer, any such amendment shall require the prior written approval of Developer. Each such amendment shall be evidenced by a written instrument, signed by the Owner or Owners concurring therein, which instrument shall set forth facts sufficient to indicate compliance with this paragraph and shall be recorded in the office of the Recorder of Hamilton County, Indiana. No amendment which adversely affects the rights of a public utility shall be effective with respect to such public utility without its written consent thereto. No amendment which is contrary to a zoning commitment shall be effective without the written approval of the affected adjacent homeowners associations designated by the Town of Fishers Department of Development.

31. TERM. The foregoing plat covenants and restrictions, as the same may be amended from time to time, shall run with the land and shall be binding upon all persons or entities from time to time having any right, title or interest in the Real Estate and on all persons or entities claiming under them, until December 31, 2012, and thereafter they shall continue automatically in effect unless terminated by a vote of a majority of the then Owners of the Lots in the Subdivision; provided, however, that no termination of said these covenants and restrictions shall affect any easement hereby created and reserved unless all persons entitled to the beneficial use of such easement shall have consented thereto in writing.

32. SEVERABILITY. Invalidation of any of the foregoing covenants or restrictions by judgment or court order shall in no way affect any of the other covenants and restrictions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Developer, as the owner of the Real Estate, has hereunto caused its name to be subscribed this 16th day of August, 1993.

By: Eller Run Development Corporation


By: 
C. Richard Davis
President

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for the State of Indiana, personally appeared C. Richard Davis, the President of Eller Run Development Corporation, an Indiana corporation, and acknowledged the execution of this instrument as his voluntary act and deed as such officer on behalf of such corporation for the uses and purposes hereinabove set forth.

Witness my signature and Notarial Seal this 16th day of August, 1993.

Li-Ching
Notary Public
Li-Ching
Printed



My commission expires:

4-21-96

I am a resident of
Marion County, Indiana.

This instrument was prepared by C. Richard Davis, President of Davis Development, Inc., 3755 East 82nd Street, Suite 120, Indianapolis, Indiana 46240.

-8-

9341778

7

This Instrument Recorded AUG 30 1998
Sharon K. Cherry, Recorder, Hamilton County, IN

EXHIBIT "A"

ELLER RUN
Section 2

A part of the Northeast Quarter of Section 10, Township 17 North, Range 4 East of the Second Principal Meridian, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northeast Quarter; thence North 89°15'25" East (assumed bearing) along the North line of said Northeast Quarter a distance of 349.34 feet to the POINT OF BEGINNING; thence South 00°44'35" East a distance of 243.50 feet; thence North 89°15'25" East parallel with said North line a distance of 25.00 feet; thence South 00°44'35" East a distance of 120.00 feet; thence South 11°20'53" West a distance of 83.88 feet; thence South 78°39'07" East a distance of 119.39 feet; thence South 72°52'25" East a distance of 87.77 feet; thence South 22°15'25" West a distance of 120.00 feet, said point being on a curve concave to the Southwest having a radius of 369.00 feet; thence Southeasterly along said curve through a central angle of 03°02'59" an arc distance of 19.64 feet, said arc being subtended by a chord bearing South 66°13'06" East a distance of 19.64 feet to the point of reverse curvature of a curve concave to the Northeast having a radius of 147.00 feet; thence Southeasterly along said curve through a central angle of 11°31'36" an arc distance of 29.57 feet, said arc being subtended by a chord bearing South 70°27'25" East a distance of 29.52 feet; thence South 13°46'47" West a distance of 170.00 feet; thence South 85°10'47" East a distance of 98.74 feet; thence North 88°33'09" East a distance of 257.55 feet; thence South 01°26'51" East a distance of 67.41 feet; thence South 39°57'09" West a distance of 180.00 feet; thence South 49°46'04" West a distance of 47.02 feet; thence South 27°30'55" East a distance of 155.00 feet, said point being on a curve concave to the Northwest having a radius of 260.00 feet; thence Northeasterly along said curve through a central angle of 02°28'10" an arc distance of 11.21 feet, said arc being subtended by a chord bearing North 61°15'00" East a distance of 11.21 feet; thence South 29°59'05" East a distance of 128.58 feet; thence North 39°57'09" East parallel with the centerline of the Noblesville and Allisonville Road, State Road 37A (old State Road 13) a distance of 1271.69 feet to the Southwesterly line of real estate conveyed to Indianapolis Airport Authority of Marion County by Trustee's Deed as recorded by Instrument No. 85-18853 in the Office of the Recorder of Hamilton County, Indiana; thence North 33°48'56" West by measurement (North 33°29'25" West by deed) along said Southwesterly line a distance of 372.57 feet to the North line of said Northeast Quarter, said point also being the Northwest corner of said real estate; thence South 89°15'25" West along said North line a distance of 1135.13 feet to the Point of Beginning. Containing 22.843 Acres (995,036 Square Feet) more or less, and subject to all easements and rights-of-way of record.

9341998