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DECLARATION OF
PROTECTIVE COVENANTS
FOR
HEARTLAND CROSSING BUSINESS PARK

Hendricks County, Indiana

1HEBPCOV 7/22/98

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ARTICLE I

INTRODUCTION

These Declarations of Protective Covenants for Heartland Crossing Business Park, Hendricks County, Indiana, declared on July 29, 1998, by Cedar Run Limited, Inc. (hereinafter referred to as the "Grantor" or "Declarant") shall run with the land and shall be binding upon all Property Owners, Lessees, Occupants and their successors and assigns with respect to the property located in Hendricks County, State of Indiana, more particularly described in Exhibit "A" attached hereto and incorporated by reference herein and shall hereinafter be referred to as Heartland Crossing Business Park ("HCBP"). Home and Community Care, Inc. ("Home") is the owner of a portion of HCBP. Home joins in the signing of the Declaration and subjects the real estate it owns in HCBP to these Declarations. Also, Phillip J. Baker ("Baker") is the owner of a portion of HCBP. Baker joins in the signing of the Declaration and subjects the real estate he owns in HCBP to these Declarations.

HCBP shall be subject to the reservations, covenants, conditions, easements, and restrictions hereby declared to ensure proper use and appropriate development and improvement of each building site thereon; to protect the environment; to prevent the erection thereon of structures built of improper or unsuitable materials; to require compliance with applicable zoning ordinances and building codes; to ensure the development of the land as a Business Park via a common plan of development for the mutual benefit and protection of the Grantor and the persons who may hereafter purchase said property or any portion

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thereof, including, but not limited to, proper setbacks from the street, adequate free space between structures, adequate parking and landscaping standards; and, to ensure that each building site will not adversely affect the health or safety of employees and/or visitors in HCBP.

ARTICLE II

DEFINITIONS

Unless the context otherwise specifies, or requires, each term defined in Article II shall, for all intents and purposes of this Declaration, have the meaning herein respectively specified.

2.1 Development Review Committee. The Development Review Committee ("DRC") shall mean that committee appointed by the Grantor. The DRC shall review the plans and specifications for all construction within HCBP for conformity with the Development Standards hereinafter set forth. The Grantor shall have the right to appoint additional members to the DRC but at no time will there be more than three (3) members of the DRC and the Grantor may fill vacancies of the DRC as necessary. The Grantor shall have the right to relinquish the responsibility of the DRC to the Property Owners Association at any time after the Grantor has conveyed one hundred (100) acres in HCBP to other parties. Once the Grantor has relinquished this responsibility to the Property Owners Association, then the Grantor must pass the duties of the DRC to the Property Owners Association.

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2.2 Building Setback Line. The term "Building Setback Line" shall mean an imaginary line or lines parallel to any street right-of-way and/or side and rear yard property lines specifying the closest point from each street right-of-way or property line that a building structure may be located.

2.3 Declarant. The term "Declarant" shall mean Cedar Rum Limited, Inc., and its successors and assigns.

2.4 Declaration. The term "Declaration" shall mean this Declaration of Protective Covenants for HCBP.

2.5 File. The term "File" shall mean, with reference to any subdivision map and/or any plat of survey, the filing for record of said map and/or plat, in the Office of the Recorder of Hendricks County, Indiana.

2.6 Grantor. The term "Grantor" shall mean Cedar Rum Limited, Inc., and its successors and assigns.

2.7 Lessee. The term "Lessee" shall mean the owner of a leasehold interest in a part of HCBP.

2.8 Lot. The term "Lot" shall mean a fractional part of HCBP which is divided and subdivided on recorded subdivision maps as they from time to time become current.

2.9 Occupant. The term "Occupant" shall mean any person or entity who occupies a part of HCBP and is not a Property Owner or Lessee.

2.10 Property Owner. The term "Property Owner" shall mean the holder of record to the fee simple title of a part of or all of HCBP.

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- 2.11 Property Owners Association. The term "Property Owners Association" shall mean the association of all Property Owners established in accordance with the Bylaws and rules now or hereafter adopted by said Association, which rules, regulations and assessments shall be binding upon all Property Owners. The Property Owners Association shall not come into being prior to the conveyance by the Grantor of at least 50 acres of property available in HCBP and, in such event, shall come into being upon adoption of the appropriate charter, bylaws and organizational documents.
- 2.12 Record and Recorded. The term "Record or Recorded" shall mean, with respect to any document, the recordation of any document in the Office of the Recorder of Hendricks County, Indiana.
- 2.13 Side, Front and Rear Yards of Lots. The term "Front of a Lot" shall mean the property line along a street frontage, except for corner lots that may, in effect, have two (2) front yards. The "Side of a Lot" shall mean all the property lines which are not the Front of a Lot and which are generally perpendicular to street frontage. The "Rear of a Lot" shall mean all property lines which are generally parallel to the streets on which the Lot fronts of HCBP.
- 2.14 Sign. The term "Sign" shall mean any structure and all parts thereof which are erected or used for advertising or display.
- 2.15 Tract. The term "Tract" shall mean those parcels as identified on the preliminary plat of HCBP.

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ARTICLE III

PROHIBITED USES AND VARIANCES

3.1 Prohibited Uses and Compliance.

- A. Prohibited Uses. The following operations and uses, together with all uses prohibited by law, shall not be permitted on any Lot subject to this

Declaration:

1. Trailer Courts.
2. Labor Camps.
3. Junk Yards.
4. Distillation of bones.
5. Dumping, disposal, incineration or reduction of garbage, sewage, dead animals or refuse.
6. Fat rendering.
7. Stockyard or slaughter of animals.
8. Smelting of iron, tin, zinc or other ores.
9. Refining of petroleum or of its products.
10. Cemeteries or mausoleums.
11. Jail, penal, detention or correction farms.
12. Gasoline service stations except at Lots specifically designated by the Grantor.
13. Any operation or use which is dangerous to others or which constitutes

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a nuisance.

14. Temporary or portable sawmill.
15. Commercial radio, television or commercial transmission tower.
16. Non-commercial club or lodge.
17. Privately operated sanitary landfill.
18. Boarding and breeding kennels.
19. Temporary religious meetings.

This list is not intended to be all inclusive but to act as a standard or reference for acceptable uses. The DRC reserves the right to deny any other use as it deems necessary to maintain the overall park standards, even if said use is allowed by the Hendricks County Zoning Ordinances. Such rejection will be in writing and will list all reasons for the denial.

B. Nuisances. No Property Owner, Lessee or Occupant shall create a nuisance as defined by Indiana Court decisions. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot and no odors shall be permitted to emanate so as to render any Lot or portion thereof unsanitary, unsightly, offensive or detrimental to any Lot in the vicinity of or to any Property Owner, Lessee or Occupant thereof. No portion of any Lot shall be used in such a manner as to create a nuisance to others, such as but not limited to; vibration, sound, electro-mechanical disturbance and/or radiation, electromagnetic disturbance, radiation, air or water pollution, dust

or emission of odorous, toxic and non-toxic matters.

C. Property Maintenance; Repair of Buildings. All Lots, whether occupied or unoccupied, and any buildings or other improvements placed thereon shall at all times be maintained in accordance with all health, fire, police and governmental requirements and in such a manner as to prevent their becoming unsightly, i.e., by reason of an unattractive lawn, weeds, and/or uncontrolled landscaping growth or the accumulation of rubbish or debris thereon. No building or structure shall be permitted by its Property Owner, Lessee or Occupant to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

D. Enforcement. In the event any Property Owner, Lessee or Occupant fails to comply with any or all of these Protective Covenants within thirty (30) days after written notice of said non-compliance is served on said Property Owner, Lessee or Occupant by either the Grantor or the Property Owners Association, then the Grantor, or the Property Owners Association, or its authorized representatives, shall have the right, privilege and license to enter upon any Lot or any portion thereof and make any and all corrections or improvements that may be reasonably necessary to comply with these Protective Covenants, all at the sole cost and reasonable expense of such Property Owner, Lessee or Occupant. Such cost shall be paid by such Property Owner, Lessee or

Occupant, to the Grantor or to the Property Owners Association, whichever entity is enforcing these Protective Covenants, within thirty (30) days after receipt of notice of the amount due. Any amounts not paid within said thirty (30) days shall become a lien upon such Lot, and shall be subject to legal foreclosure in the same manner as a mechanic's lien, including the recovery of attorney fees and court costs.

3.2 Variances, Other Operations and Uses.

- A. Variances. The Grantor shall approve all variances before they are submitted to the Hendricks County Planning Commission.
- B. Other Operations and Uses. Unless otherwise prohibited by applicable law, operations and uses which are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a specific case, if operation plans and specifications are submitted to and approved in writing by the Grantor. Approval or disapproval of such operation or use shall be at the sole discretion of the Grantor. If such approval is granted, all provisions of this Declaration including the provision hereof requiring submission of plans and specifications for the approval of the Grantor shall be applicable to such operation or use.
- C. Subdivision. No Lot or Lots shall be subdivided unless approvals are obtained from the Grantor and the Hendricks County Planning Commission.

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ARTICLE IV

DEVELOPMENT STANDARDS

4.1 Lot Coverage. Maximum building and structure footprint of fifty percent (50%) of a Lot is allowed. Buildings, structures, service areas for trucks, parking, outdoor storage (if allowed), required landscaping and other relevant requirements must be contained within the boundaries of any Lot.

4.2 Building Setback Lines.

- A. Buildings. Buildings or structures of any kind, or any part thereof, shall not be placed closer than fifty (50) feet to any street right-of-way line or closer than twenty (20) feet to a side or rear property line unless waived in writing by the DRC.
- B. Parking. All parking lots shall be either asphalt or concrete. Parking, paving and associated curbing (except driveways, steps and walkways) shall be set back no less than ten (10) feet from any street right-of-way line or property line and shall conform to the landscaping ratios and requirements set forth herein.

4.3 Buildings.

- A. Approval. Any building constructed by the Property Owner, Lessee, or Occupant shall require prior written approval of the DRC before submittal to appropriate government authorities to obtain needed permits for construction.

- B. Construction. After commencement of construction of any building or any

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improvements to any Lot, the Property Owner, Lessee or Occupant so commencing such construction shall diligently prosecute the work thereon, to the end that the buildings and improvements shall not remain in a partly finished condition any longer than reasonably necessary for completion thereof. The Property Owner, Lessee or Occupant of any Lot on which buildings or improvements are being constructed shall at all times keep all streets and rights-of-way contiguous to said Lot free from any dirt, mud, garbage, trash, or other debris which might be occasioned by construction of any buildings or improvements on such Lot.

C. Building Materials. The following guidelines will govern unless waived in writing by the DRC.

| <u>Retail Tract</u> | <u>Description</u> |
|---------------------|---|
| 1, 2 | 100% masonry, dryvit, glass, decorative block, stone. |
| 56, 57 | 100% masonry, dryvit, glass, decorative block, stone. |
| 83, 84 | 100% block or brick Metal allowed only as sheet metal canopy, roof, or mansard. |

| <u>Retail/Office Tract</u> | <u>Description</u> |
|----------------------------|---|
| 3 | 100% masonry, dryvit, glass, decorative block, stone. |
| 23-25 | 100% masonry, dryvit, glass, decorative block, stone. |
| 52-55 | 100% decorative block or brick. Metal allowed only as sheet metal canopy, roof, or mansard. |
| 58-61 | |

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Office/Flex

| <u>Lots</u> | <u>Description</u> |
|-------------|--|
| 4-12 | 60% masonry, dryvit, glass, decorative block, stone. 40% decorative metal. |
| 26-27 | 40% masonry, brick, decorative block, stone. 60% decorative metal. |
| 36 | 40% masonry, brick, decorative block, stone. 60% decorative metal. |
| 39-51 | 40% masonry, brick, decorative block, stone. 60% decorative metal. |
| 62-70 | 40% masonry, brick, decorative block, stone. 60% decorative metal. |

Flex/Warehouse

| <u>Tract</u> | <u>Description</u> |
|--------------|--|
| 71-72 | 40% masonry, brick, glass, decorative block, dryvit. 60% decorative metal. |
| 74-79 | 30% decorative block. 70% decorative sheet metal. |
| 81-82 | 30% decorative block. 70% decorative sheet metal. |

D. Building Height. Maximum building height shall not exceed 35 vertical feet from finished site elevation.

4.4 Landscaping.

A. Plans and Specifications. Every Lot on which a building is constructed shall be landscaped by the Property Owner, Lessee or Occupant in accordance with plans and specifications submitted to and approved by the DRC.

1. No less than twenty percent (20%) of the Lot area shall be devoted to green space, unless waived in writing by the DRC.
2. There shall be a minimum of one tree (minimum 3" caliper) specimen planted within 10 feet of the road right-of-way for each 50 feet of road frontage.

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B. Installation. Landscaping as approved by the DRC shall be installed within ninety (90) days from the date of occupancy (except for seasonal planting) or substantial completion of the building, whichever date first occurs, unless the Grantor shall approve in writing another final date of landscaping installation. For buildings built for speculative purposes, substantial completion shall mean the date on which the exterior walls and roof have been installed.

C. Maintenance. All landscaping shall be maintained in an attractive, slightly and well-kept condition and in accordance with the approved plans and specifications therefor. In the event such landscaping is not so maintained, the Grantor or the Property Owners Association shall notify the Property Owner, Lessee or Occupant in writing by certified mail that said landscaping is not being properly maintained. If such maintenance is not affected by the Property Owner, Occupant or Lessee within thirty (30) days from the date of such notice, then the Property Owners Association or the Grantor shall have the right (but not be obligated) through its agents or employees, to enter upon the property for the purpose of maintaining, restoring, or repairing said landscaping. The costs incurred by the Property Owners Association or the Grantor in restoring said landscaping, plus a twenty percent (20%) allowance for overhead, shall be borne by the Property Owner, Occupant or Lessee and shall be paid on demand to the Property Owners Association or the Grantor, or such other persons or entities designated by Grantor or Property Owners

Association. Until paid, the cost incurred plus twenty percent (20%) overhead allowance shall become a lien upon such Lot and the improvements thereon which may be foreclosed as a materialman's lien made on real property. Within fifteen (15) days following any request from any Property Owner or Lessee, the Property Owners Association or Grantor shall certify in writing whether any amounts are due and owing pursuant to this paragraph with respect to the real property of any such Property Owner or the leasehold interest of such Lessee.

4.5 Signs.

- A. Approval by DRC. No signs, billboards, flashing lights, advertising or identification of any type shall be erected, placed or maintained on any real property in HCBP prior to its specific approval by the DRC.
- B. Compliance with Law. No signs, billboards, flashing lights, advertising or identification of any type shall be erected, placed or maintained on any real property or any improvements on said real property in HCBP which are not in accordance with current provisions of the Hendricks County Planning Commission.
- C. Prohibited Signs. The following types of signs are specifically prohibited within HCBP.
1. Any sign that, by reason of its shape, position or color may be confused with a County-authorized traffic sign or signal;

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2. Any sign that contains the wording "stop", "look", "danger", or other similar wording that may confuse or mislead traffic;
3. Any animated sign or any sign with flashing lights;
4. Any temporary sign that is attached to a tree or utility pole or is attached to or painted on a building or any natural feature on the site;
and
5. Any sign that is located within a public right-of-way.

4.6 Parking.

A. Compliance with Law. Each Property Owner, Lessee or Occupant shall comply with all governmental requirements.

B. Off-Street Parking. Each Property Owner, Lessee or Occupant shall provide adequate off-street parking to accommodate all parking needs for the Lot. Parking shall not be permitted within street rights-of-way or on any street. Off-street parking facilities shall be so designated and so located that maneuvering within public rights-of-way will be unnecessary.

C. Minimum Requirements. The minimum off-street parking and loading requirements for facilities within HCBP shall be as per Chapter 28 of the Zoning Ordinance of Hendricks County, Indiana.

D. Lot Access. Each lot within the project shall have at least one (1) but no more than two (2) driveway(s) onto any public road. Additional access points may be approved on a case by case basis. The driveway shall have a minimum

width of twenty-four (24) feet and a maximum width of thirty (30) feet wide from back of curb to back of curb for an undivided entry. Divided entries shall be approved by the DRC on a case by case basis. Each driveway shall be a minimum of eighty (80) feet apart from center line to center line. Driveways shall be a minimum of fifteen (15) feet from side lot line to the edge of the driveway. All driveways shall have a minimum of fifteen (15) feet return radius. Concrete curb shall be required on all driveways from the public street curb to the end of the return radius. Hendricks County will not allow the existing public street curb to be removed.

4.7 Loading Areas, Storage and Mechanical Equipment

A. Loading.

1. There shall be no loading doors, docks, material hauling facilities or accessory structures fronting on any street. All must be toward rear of lots.
2. Loading doors, docks, facilities or service areas shall be located in accordance with the Building Setbacks stated herein.
3. Loading doors, docks, facilities, trash areas, and other service areas shall be screened by landscaping or other means as approved by the DRC, to minimize the effect of their appearance from any street, freeway, expressway and neighboring property.

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- B. Storage. No storage of any articles, goods, equipment, or material shall be permitted outside any building in the project unless approved in writing by the Grantor who shall have the right, as a condition to any such approval, to impose such limitations and requirements as it may deem to be in the best interest of the area; and any such approval may be revoked if at any time any of such limitations or requirements are not complied with.
- C. Mechanical Equipment. Any mechanical equipment at ground level shall be screened to minimize the effect of their appearance.

4.8 Utilities.

- A. All utilities, transmission lines, and conduits of any type shall be located beneath the ground provided that certain overhead lighting, transmission and switching devices may be above ground. Lights for parking lots shall be mounted on standards with pole height of 25 feet, and fixtures shall be a shoebox style pole and light type as manufactured by Gardco, "H" Series, SSA-25, Black in color, 400W HPS.
- B. All Lots are served by the Tri-County Conservancy District for sanitary sewer and the Indianapolis Water Company for water. All Lots shall connect to the public water and sanitary sewer systems. No building permit shall be issued until an EDU (Equivalent Dwelling Unit) Certificate has been issued by the Tri-County Conservancy District.

ARTICLE V

DEVELOPMENT REVIEW

- 5.1 Submission of Plans. Before commencing the construction or alteration of any and all buildings, enclosures, fences, loading docks, parking facilities, storage wards, or any other structures or permanent improvements on or to any Lot, the Property Owner, Lessee or Occupant of any Lot shall first submit three complete sets of plans and specifications, including landscape and lighting plans, to the DRC for its written approval prior to its submission to the Hendricks County Planning Commission.
- 5.2 Approval: Content of Plans. No improvement shall be erected, placed, altered, maintained or permitted on any Lot until plans and specifications showing plot layout and all exterior elevations, with materials and colors therefor and structural design, signs and landscaping, shall have been submitted to and approved in writing, by the DRC. In addition, such plans shall include the following:
- A. Site Plan. A site plan complete with dimensional locations of all proposed improvements. A site grading as shown on a topographic map with a minimum of one foot contour intervals shall be provided. However, please note that a Lot owner does not have to provide detention for storm drainage since HCBP is providing detention for said storm drainage, so long as the impervious cover percentage for the Lot is less than, or equal to that established in the Master Drainage Study on file in the Hendricks County

Surveyor's Office.

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- B. Landscape Plan. A landscape plan showing types, sizes, and locations of all trees, shrubs, ground covers and turfs to be planted, moved, or preserved.
- C. Description of Exterior Finish. A description of all proposed exterior finishes, materials, and colors, including those for walls, roofs, windows, doors, paving, fences, signs, and exterior lighting fixtures. Samples and/or manufacturer's identification data shall be supplied for all of the above.
- D. Procedure for Submission. Such plans and specifications shall be submitted in writing over the signature of the Property Owner, Lessee or Occupant of the Lot or his authorized agent and shall be accompanied by the request of such Property Owner, Lessee, Occupant or Agent specifying that part of the plans and specifications for which approval is sought.

5.3 Basis for Approval.

- A. Approval shall be based, among other things, on adequacy of site dimensions, storm drainage considerations, conformity and harmony of external design with neighboring structures, improvements, operations and uses; relations of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to streets; and conformity of the plans and specifications to the purpose and general plan and intent of these covenants.
- B. If the DRC fails either to approve or to disapprove such plans and specifications within thirty (30) days after the date of receipt by the DRC of

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final drawings and a request for approval, it shall be conclusively presumed that DRC has approved said plans and specifications, subject, however, to the covenants contained herein.

- C. Approval by the DRC shall be effective for a period of one (1) year from the date the approval is given, or one (1) year from the expiration of the thirty (30) day period specified in subsection (B) hereof where approval is not expressly granted or denied. If construction has not commenced within the said one (1) year period, the approval shall be deemed expired, and no construction shall thereafter commence without written renewal of such prior approval.
- D. Neither the DRC nor its successors or assigns shall be liable in damages to anyone submitting plans to it for approval nor to any owner or occupant of land affected by these restrictive covenants, by reason of a mistake in judgment, negligence, nonfeasance, or a difference of opinion arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans to the DRC for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or any interest therein, that he or she will not bring any action, proceeding or suit against the DRC to recover any such damages. In case of a conflict between the DRC and the covenants herein contained, these covenants shall govern the rights and obligations of the parties. The DRC's approval of any building plans, specifications, site or landscape plans

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or elevations, or any other approvals or consents given by the DRC pursuant hereto or otherwise, is given solely to protect the aesthetics of the adjoining properties and HCBP, and shall not be deemed a warranty, representation or covenant that such buildings, improvements, landscaping or other action taken pursuant thereto or in reliance thereon complies with, or is not in violation of any applicable ordinances, statutes or other laws, rules or regulations. Each Property Owner shall determine for himself or herself if he or she complies with the applicable Hendricks County ordinance, building code requirements, etc. on his or her respective Lot, and hereby releases and holds harmless and hereby agrees to indemnify the DRC from any and all obligations and/or liabilities in connection herewith, including any attorney fees and court costs incurred by said DRC.

ARTICLE VI

DURATION, MODIFICATION AND REPEAL

6.1 Duration of the Protective Covenants. These Protective Covenants shall continue and remain in full force and effect at all times with respect to HCBP, and each part hereof (subject, however, to the right to amend and repeal as provided for herein), for a period beginning with the recordation of this Declaration with the Office of the Recorder of Hendricks County, Indiana, and ending twenty (20) years hereafter. It is the intent of the Grantor that, at the end of said twenty (20) years, a new set of Protective Covenants shall be drafted and recorded by the then Property Owners

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Association or any association of the then Property Owners.

6.2 Termination and Modification. This Declaration, or any other provisions hereof, or any covenant contained herein, may be extended, modified, or amended by the Grantor at any time prior to the conveyance of 50 acres in HCBP. Thereafter, this Declaration or any provision hereof or any Protective Covenants contained herein may, with the prior written approval of the Grantor so long as the Grantor retains an ownership interest in HCBP, may be terminated, extended, modified, or amended with the written consent of a simple majority of the HCBP's Property Owners Association members present at the meeting called for this purpose, provided that any such termination, extension, modification, or amendment by the Property Owners Association shall apply uniformly to all property in HCBP. No such termination, extension, modification or amendment by the Property Owners Association shall be effective until a written instrument setting forth the terms thereof has been executed by the Property Owners Association. Any part of HCBP may be conveyed or dedicated by the Grantor, its successors and assigns, for use as a public roadway or other public purpose and may be conveyed or dedicated free and clear of this Declaration by the execution and delivery of a deed or plat by the Grantor, or its successors and assigns, to the appropriate governmental authority or body.

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ARTICLE VII

ENFORCEMENT

7.1 Abatement and Suit.

- A. Preventative Remedies. The Grantor, the DRC, or any Property Owner, Occupant or Lessee may proceed at law or in equity to prevent the violation of these Protective Covenants.
- B. Grantor's and/or the DRC's Rights. The Grantor and the DRC or their duly authorized agents shall have the right at any time and from time to time following any violation or breach of these Protective Covenants, without any liability to the Property Owner, Lessee or Occupant, for trespass or otherwise, to enter upon the real property upon or as to which said violation or breach exists and to summarily abate and remove, at the expense of the Property Owner, Lessee or Occupant thereof, any structure, thing, or condition that may be or exist thereon contrary to the intent and meaning of these protective covenants, or to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate any of these Protective Covenants or to enjoin or prevent them from doing so, or to cause said violation to be remedied or to recover damages from said violator, provided that said violator has been given at least thirty (30) days prior notice to correct said violation.

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C. Other Party's Rights. In addition, any other party to whose benefit the HCBP Protective Covenants inure to shall have the right in the event of a violation or breach of these Protective Covenants to prosecute a proceeding at law or in equity against the person or persons who have violated or are attempting to violate the HCBP's Protective Covenants, or to enjoin or to prevent them from doing so, or to cause said violation to be remedied or to recover damages for said violation.

D. Cumulative Remedies. The remedies hereby specified are cumulative, and this specification shall not be deemed to preclude any aggrieved person's resort to any other remedy at law, in equity, or under any statute.

7.2 Violation Deemed to Constitute a Nuisance. The result of an act or omission whereby the HCBP's Protective Covenants are violated in whole or in part is hereby declared to be a nuisance, and every remedy allowed by law or equity against any Property Owner, Lessee or Occupant shall be applicable in respect to every such result and may be exercised by the Grantor, the DRC or any Property Owner, Occupant or Lessee to whose benefit these Protective Covenants inure.

7.3 Attorney's Fees. In any legal or equitable proceeding to enforce or restrain the violation of the HCBP Protective Covenants, the losing party or parties shall pay the reasonable attorney's fees of the prevailing party or parties.

7.4 Unenforceability of any Protective Covenants. Invalidation of any of the foregoing covenants or portions thereof shall not affect the validity of the remainder of such

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covenant nor any other covenants and the remaining Protective Covenants shall remain in full force.

ARTICLE VIII

RESERVATION OF UTILITY EASEMENTS

The Grantor does hereby declare the following non-exclusive perpetual rights,

covenant nor any other covenants and the remaining Protective Covenants shall remain in full force.

ARTICLE VIII

RESERVATION OF UTILITY EASEMENTS

The Grantor does hereby declare the following non-exclusive perpetual rights, privileges, and easements shall exist for the benefit of, and shall be appurtenant to the ownership of, every Lot within HCBP, and with respect to, and as a burden upon, every other separately owned Lot, whichever the case may be: non-exclusive perpetual rights, privileges, and easements in and to, upon, over, under, and across all easements established by plat or plats of HCBP, for the installation, repair, replacement, maintenance, and use of sewers, utility facilities, distribution lines, including, without limitation, water, gas, electric, and telephone distribution lines, and storm swales and sanitary sewers. In conjunction with the foregoing rights and easements, the Grantor and all Property Owners, Occupants and Lessees shall have the right at all reasonable times to enter upon such easement of any Lot in order to install, repair, replace, or maintain any such sewers, storm swales, facilities, or distribution lines; provided, however, that (i) such rights shall be exercised in a reasonable manner so as to minimize the interference with the conduct and operation of any business conducted within any such Lot and (ii) during each instance of such installation, repair, replacement or maintenance, all soil, paving, and landscaping which is removed or disturbed shall be replaced and each Lot shall, as nearly as practicable, be restored to its condition prior to such installation, repair, replacement, or maintenance. The Grantor, its assigns, and successors-

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in-title to all Lots, shall have the right to assign the benefits of the foregoing easements to any electric company, gas company, telephone company, or public utility, or to the State of Indiana, or any subdivision or agency thereof, for the purpose of so installing, repairing, replacing maintaining, and operating such sewers, facilities, or distribution lines.

ARTICLE IX

LIMITATION OF LIABILITY

9.1 Plan Approval.

A. Neither the Grantor nor its successors or assigns nor the DRC nor any member thereof shall be liable in damages to anyone submitting plans for its approval, nor shall the Grantor, its successors or assigns nor the DRC, nor any member thereof shall be liable in damages to any Property Owner, Lessee, Occupant or their successors and assigns by reason of any mistake in judgment, negligence, act or omission arising out of or in connection with the approval or disapproval or failure to approve any such plans; the enforcement or non-enforcement, modification or waiver, or breach or default of any covenant, condition, restriction, or provision contained herein. Every Property Owner, Lessee, Occupant and their successors and assigns by acquiring any interest in any Lot in HCBP, hereby waives and releases the right to bring any action, proceeding, or suit against the Grantor, the DRC and all members thereof to recover damages.

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B. If in the review of any plans a violation of these covenants is overlooked and a building is completed with the violation, all reasonable action must be taken to correct the violation. If no reasonable action will correct the violation, such violation will be acknowledged by the DRC, and no further violation of the covenants will be allowed.

9.2 Construction. When plans are approved by the DRC (or any change or modification thereto), such approval shall be deemed to be strictly limited to an acknowledgment of the consent by the DRC to the improvements being constructed in accordance therewith, and shall not, in any way, be deemed to imply any warranty, representation or approval by the DRC, the Grantor, or its successors or assigns, that such improvements, if so constructed, will be structurally sound, will be fit for any particular purpose or will have market value of any particular magnitude.

ARTICLE X

MISCELLANEOUS BUILDING RESTRICTIONS

10.1 Restrictions. Without limiting the generality of any of the foregoing, the following restrictions shall be maintained and enforced with respect to the project.

A. No temporary buildings or other improvements of a temporary nature, including trailers, tents and shacks, shall be permitted in HCBP, without the written consent of the DRC. Temporary improvements used solely in connection with the construction of approved permanent improvements may be permitted, provided they are located as inconspicuously as possible and are

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removed immediately after completion of such construction.

- B. No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used or maintained on the project outside any building, whether attached to an improvement or otherwise, without the prior written approval of the DRC, except for 30" diameter or smaller dishes.
- C. Garbage and refuse containers shall be concealed and contained within buildings, or shall be concealed by means of a screening wall of material similar to and shall be integrated with the concept of the building plan, and shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.
- D. Subject to approval of the County of Hendricks, Indiana, streets, drives, curbs and walks shall be constructed or altered in accordance with plans and specifications submitted to and approved in writing by the DRC.
- E. No storage tanks, including, but not limited to, those used for storage of water, fuel or propane gas shall be permitted unless approved in writing by the DRC.
- F. No mail boxes shall be permitted except as approved in writing by the DRC.
- G. No fences shall be permitted except as approved in writing by the DRC.

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ARTICLE XI

COMMON AREA MAINTENANCE EXPENSES

Each Property Owner shall be responsible for a share of the Common Area Maintenance Expenses which will be assessed annually in advance by The Heartland Crossing Foundation, Inc. ("Foundation").

The total Lot acreage of HCBP shall be the denominator of a fraction, the numerator of which shall be the acreage owned by each Property Owner. This fraction shall then be multiplied against the total assessments to determine each Lot Owner's pro-rata share of the maintenance expenses. The initial annual assessment shall be \$600.00 per acre and shall stay at that level until the Foundation has accumulated historical data on the maintenance expenses. Then the Foundation shall adjust their annual assessment based on actual costs.

If any Property Owner shall fail to remit his or her pro-rata share of any maintenance expenses within thirty (30) days after the date a statement was sent to said Property Owner, then the Foundation shall have all rights of enforcement as set forth in Article VII herein. In addition, said pro-rata share of maintenance charges, if unpaid after thirty (30) days after a statement is issued to said Property Owner, shall then become a lien upon such Lot and the improvements thereon, which lien may be foreclosed in the same manner and in the same procedure as a materialman's lien made on real property. Fifteen (15) days following any request from a Property Owner, the Foundation shall certify in writing whether any maintenance expenses are due and owing pursuant this paragraph with respect to the Lot of any such Property Owner.

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ARTICLE XII

EASEMENTS AND COVENANTS RUNNING WITH THE LAND

It is the Grantor's intention that the rights, easements, and restrictive covenants herein established for the benefit of any Lot in HCBP shall run with, and be appurtenant to, the legal title to such Lot and shall be burdens upon every other Lot within HCBP, and shall run with the legal title to all such Lots, and shall bind the Grantor, the Grantor's assigns and successors-in-title with respect to each of such Lots, and all Property Owners, Lessees, and Occupants of each Lot located within HCBP.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the date first above written.

CEDAR RUN LIMITED, INC.

By: [Signature]
Timmy J. Shrout, Vice President/Secretary

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in and for said County and State, on this 29 day of July, 1998.

[Signature]
Notary Public - Signature

Notary Public - Printed Name

My Commission Expires: _____
My County of Residence: _____

 DOMINA L. WHEELER, Notary Public
My Commission Expires: 11-19-2001
Residing in Marion County

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HOME AND COMMUNITY CARE, INC.

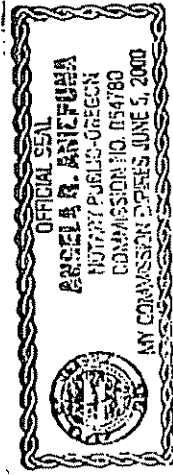
By: K. B. Wilson

Printed Name: Keren Brown Wilson

Title: President

STATE OF Oregon)
) SS:
COUNTY OF Multnomah)

Subscribed and sworn to before me, a Notary Public in and for said County and State,
on this 1st day of February, 1998.



Angela R. Arnefusa
Notary Public - Signature

Angela R. Arnefusa
Notary Public - Printed Name

My Commission Expires: June 5, 2000

My County of Residence: Multnomah

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Phillip J. Baker
Phillip J. Baker


STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in and for said County and State,
on this 23rd day of July, 1998.

Donna L. Wheeler
Notary Public - Signature

Notary Public - Printed Name

My Commission Expires:


DONNA L. WHEELER, Notary Public
My Commission Expires: 11-13-2001
Residing in Marion County

My County of Residence: _____

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**LEGAL DESCRIPTION
FOR
HEARTLAND CROSSING BUSINESS PARK**

Part of the Southwest, Southeast and Northeast Quarters of Section 20, Township 14 North, Range 2 East of the Second Principal Meridian, Guilford Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter of said Section 20; Thence North 88 degrees 38 minutes 59 seconds East along the south line of said Southwest Quarter a distance of 653.40 feet to the Point of Beginning of this description; Thence North 01 degrees 09 minutes 25 seconds East a distance of 978.31 feet; Thence South 88 degrees 21 minutes 37 seconds East a distance of 16.50 feet; Thence North 11 degrees 17 minutes 16 seconds East a distance of 50.72 feet to the west line of a tract of land conveyed to Herman V. & Tanyra Hamilton as described by deed recorded in Deed Record 337, Page 522 in the records of the Recorder of Hendricks County, Indiana; Thence South 01 degrees 38 minutes 23 seconds along the west line of said Hamilton tract a distance of 52.00 feet to the southwest corner thereof; Thence South 88 degrees 21 minutes 37 seconds East along the south line of said Hamilton tract a distance of 400.00 feet to the southeast corner thereof; Thence North 01 degrees 38 minutes 23 seconds East along the east line of said Hamilton tract a distance of 87.00 feet to the northeast corner thereof; Thence North 88 degrees 21 minutes 37 seconds West along the north line of said Hamilton tract a distance of 400.00 feet to the east right-of-way line of County Road 1025 East; Thence North 01 degrees 38 minutes 23 seconds East along said east right-of-way line a distance of 50.00 feet to the southwest corner of a tract of land conveyed to Dale Jessup, Inc. as described by deed recorded in Deed Record 308, Page 802-803 in the records of the Recorder of Hendricks County, Indiana; Thence South 88 degrees 21 minutes 37 seconds East along the south line of said Jessup tract a distance of 485.00 feet to the southeast corner thereof; Thence North 60 degrees 26 minutes 11 seconds East along the southeast line of said Jessup tract a distance of 348.40 feet to the south corner of a 5.06-acre tract of land conveyed to Richard A. & Joan E. Hendren as described by deed recorded in Deed Record 350, Page 373-374 in the records of the Recorder of Hendricks County, Indiana; Thence North 43 degrees 58 minutes 53 seconds East along the southeast line of said 5.06-acre tract a distance of 378.67 feet to the southwest corner of a 0.054-acre tract of land conveyed to Richard A. & Joan E. Hendren as described by quitclaim deed recorded in Deed Record 53, Pages 858-861 in the records of the Recorder of Hendricks County, Indiana; Thence North 88 degrees 40 minutes 24 seconds East along the south line of said 0.054-acre tract a distance of 164.71 feet to the southeast corner thereof, said point being in the west line of Union Mills Drive as established by plat of Heartland Business Park, Section 1, Parts One & Two, and recorded under Instrument Number 98-0008345 in the records of the Recorder of Hendricks County, Indiana; Thence North 01 degrees 19 minutes 36 seconds West along the said west line and the east line of said 0.054-acre tract a distance of 15.00 feet to the northeast corner thereof; Thence South 88 degrees 40 minutes 24 seconds West along the northwest line of said 0.054 acre tract a distance of 149.54 feet to the west corner thereof and the easterly corner of said 5.06-acre tract; Thence North 46 degrees 01 minutes 07 seconds West along the northeast line of said 5.06-acre tract a distance of 545.89 feet to a point in the southeast line of State Road 67; (the next twelve calls are along said southeast line) (1) Thence North 43 degrees 09 minutes 14 seconds East a distance of 305.28 feet; (2) Thence North 43 degrees 58 minutes 53 seconds East a distance of 250.00 feet; (3)

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Thence North 46 degrees 06 minutes 31 seconds East a distance of 350.24 feet; (4) Thence North 41 degrees 53 minutes 16 seconds East a distance of 136.87 feet; (5) Thence North 39 degrees 56 minutes 18 seconds East a distance of 113.50 feet; (6) Thence North 43 degrees 58 minutes 53 seconds East a distance of 1,409.60 feet to the point of curvature of a tangent curve concave Southeasterly, a radial from said point of curvature bears South 46 degrees 01 minutes 07 seconds East; (7) Thence Northeasterly 788.33 feet along an arc of said curve having a radius of 68,667.94 feet and a central angle of 00 degrees 39 minutes 28 seconds to a point on a non-tangent line; (8) Thence North 53 degrees 45 minutes 05 seconds East a distance of 50.63 feet to the point of curvature of a non-tangent curve concave Southeasterly, a radial from said point of curvature bears South 45 degrees 19 minutes 08 seconds East; (9) Thence Northeasterly 99.86 feet along an arc of said curve having a radius of 68,659.94 feet and a central angle of 00 degrees 05 minutes 00 seconds to a point on a non-tangent line; (10) Thence North 35 degrees 41 minutes 45 seconds East a distance of 50.64 feet to the point of curvature of a non-tangent curve concave Southeasterly, a radial from said point of curvature bears South 45 degrees 11 minutes 38 seconds East; (11) Thence Northeasterly 589.59 feet along an arc of said curve having a radius of 68,667.94 feet and a central angle of 00 degrees 29 minutes 31 seconds to a point on a non-tangent line; (12) Thence North 45 degrees 17 minutes 54 seconds East a distance of 336.74 feet to the south line of Joel Jessup's Plat of Friendswood as recorded in Plat Book 2, Page 11 in the records of the Recorder of Hendricks County, Indiana; Thence North 88 degrees 49 minutes 11 seconds East along said south line a distance of 704.26 feet to a point being 175.56 feet west of the east line of said Northeast Quarter, Thence South 00 degrees 14 minutes 23 seconds West parallel with the east line of said Northeast Quarter a distance of 246.88 feet; Thence North 88 degrees 48 minutes 12 seconds East, 175.56 feet to the east line of said Northeast Quarter; Thence South 00 degrees 14 minutes 23 seconds West along said east line a distance of 2,158.10 feet to the southeast corner of said Northeast Quarter and the northeast corner of said Southeast Quarter, Thence South 00 degrees 17 minutes 52 seconds West a distance of 980.59 feet to the south line of Heartland Boulevard as established by said plat of Heartland Business Park, Section I, Parts One & Two; (the next five calls are along said south line) (1) Thence North 65 degrees 14 minutes 58 seconds West a distance of 9.81 feet to the point of curvature of a non-tangent curve concave Southwesterly, a radial from said point of curvature bears North 72 degrees 09 minutes 35 seconds West; (2) Thence Northwesterly 38.31 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 87 degrees 48 minutes 35 seconds to the point of curvature of a reverse curve concave Northerly, a radial from said point of curvature bears North 20 degrees 01 minutes 50 seconds East; (3) Thence Westerly 253.08 feet along an arc of said curve having a radius of 1,545.00 feet and a central angle of 09 degrees 23 minutes 07 seconds to the point of tangency; (4) Thence North 60 degrees 35 minutes 03 seconds West a distance of 468.79 feet to the point of curvature of a tangent curve concave Southerly, a radial from said point of curvature bears South 29 degrees 24 minutes 57 seconds West; (5) Thence Westerly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency, said point being in the east line of Raceway Road as established by said plat of Heartland Business Park, Section I, Parts One & Two; Thence South 29 degrees 24 minutes 57 seconds West along said east line a distance of 640.00 feet; Thence North 60 degrees 35 minutes 03 seconds West a distance of 60.00 feet to the west line of said raceway Road and the south corner of Lot 62, Heartland Crossing Business Park, Section 1 as recorded under Instrument No. 98-13572 in the records of the Recorder of Hendricks County, Indiana; (the next three calls are along the southwest line of said Lot 62) (1) Thence North 60 degrees 35 minutes 03 seconds West a distance of 260.00 feet; (2) Thence North 69 degrees 41 minutes 29 seconds West a distance of

173.57 feet; (3) Thence North 52 degrees 30 minutes 22 seconds West a distance of 14.69 feet; Thence South 68 degrees 30 minutes 48 seconds West a distance of 244.26 feet; Thence North 29 degrees 06 minutes 55 seconds West a distance of 308.96 feet to the point of cusp of a non-tangent curve concave Northerly, a radial from said point of cusp bears North 43 degrees 54 minutes 08 seconds West, said point being in the southeast line of Prosperity Circle, as established by said plat of Heartland Business Park, Section I, Parts One & Two; (the next two calls are along the southeasterly and south line of said Prosperity Circle) (1) Thence Westerly 430.51 feet along an arc of said curve having a radius of 579.36 feet and a central angle of 42 degrees 34 minutes 32 seconds to the point of tangency; (2) Thence South 88 degrees 40 minutes 24 seconds West a distance of 179.90 feet; Thence South 00 degrees 45 minutes 36 seconds West a distance of 1,450.83 feet; Thence South 89 degrees 14 minutes 24 seconds East a distance of 25.00 feet; Thence South 00 degrees 45 minutes 36 seconds West a distance of 279.19 feet to the north line of County Line Road as established by said plat of Heartland Business Park, Section I, Parts One & Two; Thence South 01 degrees 05 minutes 34 seconds East a distance of 40.00 feet to the south line of said Southeast Quarter; Thence South 88 degrees 54 minutes 26 seconds West along said south line a distance of 281.99 feet to the southwest corner of said Southeast Quarter and the southeast corner of said Southwest Quarter; Thence South 88 degrees 38 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 2,023.80 feet to the Point of Beginning, containing 266.570 acres of land, more or less.

26707 DES

Requested By: kwd 03/15/2004

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AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS
FOR HEARTLAND CROSSING BUSINESS PARK

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HEARTLAND CROSSING BUSINESS PARK (the "Amendment") is made as of March 17, 2000, by CEDAR RUN LIMITED, INC., (the "Declarant"), an Indiana corporation, and by MEIJER STORES LIMITED PARTNERSHIP, a Michigan limited partnership.

Statement of Facts

By a Declaration of Protective Covenants for Heartland Crossing Business Park (the "Declaration"), dated July 29, 1998, recorded August 17, 1998, as Instrument No. 9800021816, Volume 73, Pages 395-432 in the office of the Hendricks County Recorder, Declarant imposed certain covenants, restrictions, easements and other encumbrances on approximately 266 acres of land ("HCBP") being subdivided and developed by Declarant as "Heartland Crossing Business Park". HCBP is described on Exhibit A attached.

In connection with a sale of what is commonly referred to as Tract 57A of HCBP to Meijer Stores Limited Partnership, and as a condition of Meijer's purchase of that land, Declarant has agreed to modify the Declaration as provided below, and Meijer joins in this Amendment.

Agreement

1. Right to Amend: Beneficiary: Recording. Declarant represents and warrants that less than fifty (50) acres of land within HCBP has been conveyed, and that therefore Declarant has the right, under Article VI, Section 6.2 of the Declaration, to amend the Declaration by this unilateral Amendment. Declarant further acknowledges and agrees that this Amendment is being executed and recorded as a condition of the sale of the land described on Exhibit B attached (the "Meijer Lot") to Meijer Stores Limited Partnership ("Meijer"), a Michigan limited partnership, and that Meijer shall be considered the third beneficiary of this Amendment entitled to enjoy and enforce all of the terms and conditions of the Amendment. Declarant and Meijer intend that this Amendment be recorded in conjunction with the recordation of the warranty deed conveying the Meijer Lot to Meijer.

200000006046
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 03-22-2000 At 10:29 am.
AMEND COVEN 48.00
OF Book 167 Page 672 - 690

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1913

Requested By: rwd 03/15/2004

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2. Inapplicable Provisions. The Declaration is hereby amended to provide that the Sections, or portions thereof, which are specified below shall not apply to the Meijer Lot, such that the Meijer Lot is exempt from complying with, and is not subject to any of the terms and conditions of, the referenced Sections, or portions thereof:

- a. Section 3.1(A). Subsection 12 of Section 3.1(A) shall not apply to the Meijer Lot. In addition the following provision of Section 3.1(A) shall not apply to the Meijer Lot:

"This list is not intended to be all inclusive but to act as a standard or reference for acceptable uses. The DRC reserves the right to deny any other use as it deems necessary to maintain the overall park standards, even if said use is allowed by the Hendricks County Zoning Ordinances. Such rejection will be in writing and will list all reasons for the denial.

- b. Section 3.1(B). Section 3.1(B) shall be modified with respect to the Meijer Lot, by adding the following additional sentence:

"Notwithstanding anything contained in this Section 3.1(B), activities conducted in the course of the construction and operation of commercial business(es) operating on the Meijer Lot, including but not limited to outdoor sales and outdoor advertising or promotions, shall not under any circumstances be construed to create or constitute a nuisance within the meaning of this Section, as long as commercially reasonable."

- c. Section 3.2. Section 3.2 in its entirety shall not apply to the Meijer Lot.

- d. Section 4.3(A). Section 4.3(A) shall be modified with respect to the Meijer Lot, by adding the following additional sentence:

"The approval required by this Section shall not be unreasonably withheld or delayed."

- e. Section 4.3(D). Section 4.3(D) in its entirety shall not apply to the Meijer Lot.

- f. Section 4.4(A). Section 4.4(A) in its entirety shall not apply to the Meijer Lot.

- g. Section 4.4(C). Section 4.4(C) in its entirety shall not apply to the Meijer Lot.

- h. Section 4.5(A). Section 4.5(A) shall be modified with respect to the Meijer Lot, to state in its entirety as follows:

Requested By: rwd 03/16/2004

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"Approval by DRC. No outdoor flashing lights, nor other outdoor promotional advertising or display which could be construed as garish or intrusive to other Lot owners, shall be allowed on the Meijer Lot without the prior approval by the DRC, which approval shall not be unreasonably withheld or delayed; provided, that this provision shall not apply to outdoor displays or advertising during grand opening celebrations."

- i. **Section 4.5(C).** Section 4.5(C) in its entirety shall not apply to the Meijer Lot.
- j. **Section 4.6.** Sections 4.6(B), 4.6(C), and 4.6(D) in their entirety shall not apply to the Meijer Lot. Section 4.6(A) shall be modified with respect to the Meijer Lot, by adding the following additional sentence:

"Notwithstanding anything contained in this Section 4.6(A) shall be construed to prohibit seeking or obtaining variances to existing governmental requirements with respect to parking."
- k. **Section 4.7.** Section 4.7 in its entirety shall not apply to the Meijer Lot.
- l. **Section 4.8(A).** Section 4.8(A) in its entirety shall not apply to the Meijer Lot.
- m. **Article V.** Article V in its entirety (including Sections 5.1, 5.2, and 5.3), shall not apply to the Meijer Lot.
- n. **Section 6.1.** The last sentence of Section 6.1 shall be modified to read in full as follows:

"It is the intent of the Grantor that, at the end of said twenty (20) years, a new set of Protective Covenants shall be drafted and recorded by the then Property Owners Association or any association of the then Property Owners; provided, however, that no term or provision of such new Protective Covenants shall apply to the Meijer Lot unless Meijer specifically consents to the new Protective Covenants as provided in paragraph 3 of this Amendment."
- o. **Section 6.2.** Section 6.2 in its entirety shall not apply to the Meijer Lot, it being the intention of Declarant and Meijer that the provisions of paragraph 3 of this Amendment shall govern modifications and amendments to the Declaration insofar as such modifications and amendments affect the Meijer Lot.
- p. **Section 7.1(B).** Section 7.1(B) in its entirety shall not apply to the Meijer Lot.
- q. **Section 7.1(C).** Section 7.1(C) in its entirety shall not apply to the Meijer Lot.

- r. Section 10.1(A). Section 10.1(A) in its entirety shall not apply to the Meijer Lot.
- s. Section 10.1(B). Section 10.1(B) shall be modified with respect to the Meijer Lot, by adding the following additional sentence:

"Notwithstanding anything contained in this Section 10.1(B), roof mounted antennas, satellite dishes and similar outdoor communication equipment, regardless of size, shall be permitted on buildings constructed on the Meijer Lot so long as they are used generally or in the ordinary course of business by the operator(s) of the business(es) conducted on the Meijer Lot."

- t. Section 10.1(D). Section 10.1(D) in its entirety shall not apply to the Meijer Lot.

3. Termination and Modifications. Declarant and Meijer agree that the Declaration shall not be amended or modified in any respect without the written consent of Meijer, which consent shall not be unreasonably withheld and which consent shall be incorporated into the amendment or modification. Declarant and Meijer further agree that, upon the expiration of the Declaration in accordance with Section 6.1, no new Protective Covenants shall be binding upon the Meijer Lot without the written consent of Meijer, which consent shall not be unreasonably withheld and which consent shall be incorporated into the new Declaration. Any amendment or modification of the Declaration, and any new or replacement Protective Covenants, shall not be binding upon or enforceable against the Meijer Lot unless the requirements of this paragraph 3 are met.

4. Additional Restrictions. The following additional restrictions are hereby imposed on those portions of HCBP which are described on Exhibit C (and which are shown shaded on Exhibit D) (the "Additionally Restricted Lots"), and no part of the Additionally Restricted Lots shall be used for any of the following:

- a. The operation of (i) a hypermarket or supercenter type of store, or (ii) a membership general merchandise discount store, or (iii) a general merchandise discount store, having a gross building floor area exceeding 70,000 square feet; provided that the foregoing restrictions shall not be construed to prohibit the operation of a specialty store, as defined below, of any size.
- b. The operation of a supermarket or grocery store having a gross building floor area exceeding 50,000 square feet.
- c. The operation of a store selling gasoline, or other vehicle fuel, of any size.

For the purpose of construing the foregoing restrictions, the following definitions shall apply: the term "operation" shall include not only the store building but also, the parking areas, drives, entries, truck docks, or any other improvements used in connection with or to support such a store or to support a shopping center of which such a store is a part; the term "gross building floor area" shall mean the gross interior dimensions of the main floor of the building, excluding

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shelving, racks, decks, mezzanines, basements, and second story areas; the term "hypermarket" or "supercenter" shall mean a retail store combining a supermarket and general merchandise discount store in which the sale of groceries and foodstuffs (including meat, produce, deli, bakery and the like, if offered) constitutes between 30% and 70% of total sales, an example of which would be the type of store currently operated by Meijer or its affiliates under the Meijer trade name; the term "membership general merchandise discount store" shall mean a retail store which sells a broad variety of general merchandise, including softgoods and hardgoods, which advertises having low prices, and which requires customers to have a membership (usually acquired for a fee) to purchase products at the marked price without paying an extra charge, this type of store being sometimes known as a "club" store, and examples of which would be Sam's Club or Price/Costco stores; and the term "general merchandise discount store" shall mean a retail store which is part of a national chain with at least 500 stores and which sells a broad variety of general merchandise, including softgoods, hardgoods and some food items (but where the food items constitute a smaller percentage of sales than for a supercenter type of store), which advertises having low prices, examples of which would be the standard (i.e. not supercenter, club, or specialty) WalMart, KMart, and Target stores. The term "specialty store" shall mean a retail store which sells primarily goods in a few specific product categories such as furniture, clothing, home improvements, appliances, electronics, and computers, whether or not such a store advertises having low prices, examples of which would be the current Home Depot, Lowes, Best Buy, Media Play, Circuit City, PetSmart, CompUSA, Toys "R" Us, Marshalls, and Kohl's stores.

5. **Term.** The additional restrictions set forth in paragraph 4 above shall continue for the remaining term of the Declaration, or so long as a hypermarket or supercenter type of store, as defined above, of more than 150,000 square feet of gross building floor area, is in operation on some or all of the Meijer Lot. Temporary cessation of operation upon the Meijer Lot due to fire or other casualty, acts of God, labor disputes or other causes beyond the reasonable control of the owner of the Meijer Lot and a temporary cessation of use for not more than three hundred sixty-five (365) consecutive days for the purpose of making alterations or for reletting shall not be deemed a cessation of operation within the meaning of this paragraph.

6. **Covenants Running with the Land: Benefited Property.** The representations, agreements, covenants set forth in this Amendment in shall be covenants running with all of HCBP described in Exhibit A (except the additional restrictions and term thereof set forth in paragraphs 4 and 5 above shall run only with the Additionally Restricted Lots described in Exhibit C), they shall be for the benefit of the Meijer Lot described in Exhibit B and they shall be enforceable by Meijer, or any other parent, subsidiary or affiliated company or entity owning or having an interest in the Meijer Lot or by any transferees, successors and/or assigns of or to all or any portion of the Meijer Lot or any interest therein against Declarant or any transferees, lessees, successors and/or assigns of or to all or any portion of HCBP (or the Additionally Restricted Lots, as the case may be) or any interest therein.

7. **Legal and Equitable Relief.** In addition to any other rights under the Declaration, Meijer and those having the right to enforce this Amendment as described in the preceding paragraph may prosecute any proceedings at law or in equity against HCBP and its successors

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and assigns, or any other person or entity violating, attempting to violate or defaulting upon any of the provisions contained in the Declaration or this Amendment, in order to prevent any violation, attempted violation or default upon the provisions of the Declaration or this Amendment and to recover damages for any such violation or default. The remedies available under this paragraph shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of the Declaration or this Amendment. Meijer's rights and remedies under the Declaration and this Amendment are cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which Meijer might otherwise have by virtue of a default under the Declaration or this Amendment, and the exercise of one such right or remedy by Meijer shall not impair its standing to exercise any other right or remedy.

8. Waiver of Default. No waiver of any default shall be implied from any omission by Meijer to take any action with respect to any such default if such default continues or is repeated. In addition, no express waiver of any default shall affect any other default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this the Declaration or this Amendment shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in the Declaration and this Amendment. The consent or approval by Meijer to or of any act or request requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests.

9. Severability. If any term, provision or condition contained in this Amendment shall, to any extent, be invalid or unenforceable, the remainder of this Amendment (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Amendment shall be valid and enforceable to the fullest extent provided by law.

10. Ratification; Controlling Terms; Existing Rights. All of the terms and conditions of the Declaration, as they may be modified by this Amendment, are hereby ratified by the parties hereto. The terms of this Amendment shall supersede and control any inconsistent terms in the Declaration. Except as modified by the Amendment, Declarant and Meijer, as the owner of the Meijer Lot, shall have all of the rights and obligations granted and imposed by the Declaration.

11. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Amendment.

Requested By: rwd 03/15/2004

END of AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR
HEARTLAND CROSSING BUSINESS PARK containing 11 paragraphs.

CEDAR RUN LIMITED, INC.,
an Indiana corporation

By: [Signature]

Printed Name: Tim J. Stewart

Its: President B

MEIJER STORES LIMITED
PARTNERSHIP, a Michigan
limited partnership

By: Meijer Group, Inc.,
General Partner

By: [Signature]

Its: [Signature]

Legal [Signature]
Bus. [Signature]

Requested By: fwd 03152004

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STATE OF Indiana)
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared Tim J. Shrodt the Vice President of Cedar Run Limited, Inc., an Indiana corporation, who acknowledged execution of the foregoing document for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 17th day of March, 2000.



JO E. ROACH, Notary Public
My Commission Expires: 8-3-07
Residing in Marion County

Joe E. Roach
Notary Public, _____ County, _____
My Commission Expires: _____

STATE OF MICHIGAN)
COUNTY OF KENT)

Before me, a Notary Public in and for said County and State, personally appeared John S. Stephenson the Vice President of Meijer Group, Inc., a Michigan corporation, on behalf of said corporation, for and as the act of the General Partner of Meijer Stores Limited Partnership, a Michigan limited partnership.

Witness my hand and Notarial Seal this 16th day of March, 2000.

Barbara J. Strayer
Notary Public, MI
Kent County, MI
My Commission Expires: 4-16-04

PREPARED BY AND WHEN
RECORDED RETURN TO:
Robert D Cook
Meijer Stores Limited Partnership
2929 Walker Ave., N.W.
Grand Rapids, MI 49544

Barbara J. Strayer
Notary Public, Ottawa Co., MI
Acting in Kent Co., MI

My Commission Expires April 16, 2004

Requested By: lwd_031152004

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EXHIBIT A

HEARTLAND CROSSING BUSINESS PARK LEGAL DESCRIPTION

Part of the Southwest, Southeast and Northeast Quarters of Section 20, Township 14 North, Range 2 East of the Second Principal Meridian, Guilford Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter of said Section 20; Thence North 88 degrees 38 minutes 59 seconds East along the south line of said Southwest Quarter a distance of 650.40 feet to the Point of Beginning of this description; Thence North 01 degrees 09 minutes 25 seconds East a distance of 978.31 feet; Thence South 88 degrees 21 minutes 37 seconds East a distance of 16.30 feet; Thence North 11 degrees 17 minutes 16 seconds East a distance of 50.72 feet to the west line of a tract of land conveyed to Herman V. & Tamara Hamilton as described by deed recorded in Deed Record 337, Page 322 in the records of the Recorder of Hendricks County, Indiana; Thence South 01 degrees 38 minutes 23 seconds along the west line of said Hamilton tract a distance of 52.00 feet to the southwest corner thereof; Thence South 88 degrees 21 minutes 37 seconds East along the south line of said Hamilton tract a distance of 400.00 feet to the southeast corner thereof; Thence North 01 degrees 38 minutes 23 seconds East along the east line of said Hamilton tract a distance of 87.00 feet to the northeast corner thereof; Thence North 88 degrees 21 minutes 37 seconds West along the north line of said Hamilton tract a distance of 400.00 feet to the east right-of-way line of County Road 1025 East; Thence North 01 degrees 38 minutes 23 seconds East along said east right-of-way line a distance of 50.00 feet to the southwest corner of a tract of land conveyed to Dale Jessup, Inc. as described by deed recorded in Deed Record 308, Page 802-803 in the records of the Recorder of Hendricks County, Indiana; Thence South 88 degrees 21 minutes 37 seconds East along the south line of said Jessup tract a distance of 485.00 feet to the southeast corner thereof; Thence North 60 degrees 26 minutes 11 seconds East along the southeast line of said Jessup tract a distance of 348.40 feet to the south corner of a 5.06-acre tract of land conveyed to Richard A. & Joan E. Hendren as described by deed recorded in Deed Record 350, Page 373-374 in the records of the Recorder of Hendricks County, Indiana; Thence North 40 degrees 58 minutes 53 seconds East along the southeast line of said 5.06-acre tract a distance of 378.67 feet to the southwest corner of a 0.054-acre tract of land conveyed to Richard A. & Joan E. Hendren as described by quitclaim deed recorded in Deed Record 53, Pages 858-861 in the records of the Recorder of Hendricks County, Indiana; Thence North 88 degrees 40 minutes 34 seconds East along the south line of said 0.054-acre tract a distance of 164.71 feet to the southeast corner thereof; said point being in the west line of Union Mills Drive as established by plat of Heartland Business Park, Section 1, Parts One & Two, and recorded under Instrument Number 93-0008345 in the records of the Recorder of Hendricks County, Indiana; Thence North 01 degrees 19 minutes 56 seconds West along the said west line and the east line of said 0.054-acre tract a distance of 15.00 feet to the northeast corner thereof; Thence South 88 degrees 40 minutes 24 seconds West along the northwest line of said 0.054 acre tract; distance of 149.54 feet to the west corner thereof; and the easterly corner of said 5.06-acre tract; Thence North 46 degrees 01 minutes 07 seconds West along the northeast line of said 5.06-acre tract a distance of 345.89 feet to a point in the southeast line of State Road 67; (the next twelve calls are along said southeast line) (1) Thence North 43 degrees 09 minutes 14 seconds East a distance of 305.28 feet; (2) Thence North 40 degrees 53 minutes 53 seconds East a distance of 250.00 feet; (3)

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Thence North 46 degrees 06 minutes 31 seconds East a distance of 350.24 feet; (4) Thence North 41 degrees 50 minutes 16 seconds East a distance of 136.37 feet; (5) Thence North 39 degrees 56 minutes 18 seconds East a distance of 113.50 feet; (6) Thence North 43 degrees 58 minutes 53 seconds East a distance of 1,409.60 feet to the point of curvature of a tangent curve concave Southeasterly, a radial from said point of curvature bears South 46 degrees 01 minutes 07 seconds East; (7) Thence Northeasterly 788.33 feet along an arc of said curve having a radius of 68,667.94 feet and a central angle of 00 degrees 39 minutes 23 seconds to a point on a non-tangent line; (8) Thence North 53 degrees 45 minutes 05 seconds East a distance of 50.63 feet to the point of curvature of a non-tangent curve concave Southeasterly, a radial from said point of curvature bears South 45 degrees 19 minutes 08 seconds East; (9) Thence Northeasterly 99.86 feet along an arc of said curve having a radius of 68,659.94 feet and a central angle of 00 degrees 05 minutes 00 seconds to a point on a non-tangent line; (10) Thence North 35 degrees 41 minutes 45 seconds East a distance of 50.64 feet to the point of curvature of a non-tangent curve concave Southeasterly, a radial from said point of curvature bears South 45 degrees 11 minutes 38 seconds East; (11) Thence Northeasterly 589.59 feet along an arc of said curve having a radius of 68,667.94 feet and a central angle of 00 degrees 29 minutes 31 seconds to a point on a non-tangent line; (12) Thence North 45 degrees 17 minutes 54 seconds East a distance of 336.74 feet to the south line of Joel Jessup's Plat of Friendswood as recorded in Plat Book 2, Page 11 in the records of the Recorder of Hendricks County, Indiana; Thence North 88 degrees 49 minutes 11 seconds East along said south line a distance of 704.26 feet to a point being 175.56 feet west of the east line of said Northeast Quarter; Thence South 00 degrees 14 minutes 23 seconds West parallel with the east line of said Northeast Quarter a distance of 246.88 feet; Thence North 88 degrees 48 minutes 12 seconds East, 175.56 feet to the east line of said Northeast Quarter; Thence South 00 degrees 14 minutes 23 seconds West along said east line a distance of 2,153.10 feet to the southeast corner of said Northeast Quarter and the northeast corner of said Southeast Quarter; Thence South 00 degrees 17 minutes 52 seconds West a distance of 980.59 feet to the south line of Heartland Boulevard as established by said plat of Heartland Business Park, Section 1, Parts One & Two; (the next five calls are along said south line) (1) Thence North 63 degrees 14 minutes 53 seconds West a distance of 9.81 feet to the point of curvature of a non-tangent curve concave Southwesterly, a radial from said point of curvature bears North 72 degrees 09 minutes 35 seconds West; (2) Thence Northwesterly 38.31 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 37 degrees 48 minutes 35 seconds to the point of curvature of a reverse curve concave Northerly, a radial from said point of curvature bears North 20 degrees 01 minutes 50 seconds East; (3) Thence Westerly 255.08 feet along an arc of said curve having a radius of 1,545.00 feet and a central angle of 09 degrees 25 minutes 07 seconds to the point of tangency; (4) Thence North 60 degrees 35 minutes 03 seconds West a distance of 468.79 feet to the point of curvature of a tangent curve concave Southerly, a radial from said point of curvature bears South 29 degrees 24 minutes 57 seconds West; (5) Thence Westerly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency, said point being in the east line of Raceway Road as established by said plat of Heartland Business Park, Section 1, Parts One & Two; Thence South 29 degrees 24 minutes 57 seconds West along said east line a distance of 640.00 feet; Thence North 60 degrees 35 minutes 03 seconds West a distance of 60.00 feet to the west line of said raceway Road and the south corner of Lot 62, Heartland Crossing Business Park; Section 1 as recorded under Instrument No. 98-15572 in the records of the Recorder of Hendricks County, Indiana; (the next three calls are along the southwest line of said Lot 62) (1) Thence North 60 degrees 35 minutes 03 seconds West a distance of 260.00 feet; (2) Thence North 69 degrees 41 minutes 29 seconds West a distance of

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173.57 feet; (3) Thence North 52 degrees 30 minutes 22 seconds West a distance of 14.69 feet; Thence South 68 degrees 30 minutes 48 seconds West a distance of 244.26 feet; Thence North 29 degrees 06 minutes 55 seconds West a distance of 308.96 feet to the point of cusp of a non-tangent curve concave Northerly, a radial from said point of cusp bears North 43 degrees 54 minutes 08 seconds West, said point being in the southeast line of Prosperity Circle, as established by said plat of Heartland Business Park, Section 1, Parts One & Two; (the next two calls are along the southeasterly and south line of said Prosperity Circle) (1) Thence Westerly 450.51 feet along an arc of said curve having a radius of 579.36 feet and a central angle of 42 degrees 34 minutes 32 seconds to the point of tangency; (2) Thence South 88 degrees 40 minutes 24 seconds West a distance of 179.90 feet; Thence South 00 degrees 45 minutes 36 seconds West a distance of 1,450.85 feet; Thence South 89 degrees 14 minutes 24 seconds East a distance of 25.00 feet; Thence South 00 degrees 45 minutes 36 seconds West a distance of 279.19 feet to the north line of County Line Road as established by said plat of Heartland Business Park, Section 1, Parts One & Two; Thence South 01 degrees 05 minutes 34 seconds East a distance of 40.00 feet to the south line of said Southeast Quarter; Thence South 88 degrees 54 minutes 26 seconds West along said south line a distance of 281.99 feet to the southwest corner of said Southeast Quarter and the southeast corner of said Southwest Quarter; Thence South 88 degrees 38 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 2,023.80 feet to the Point of Beginning, containing 266.570 acres of land, more or less.

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EXHIBIT B

MEIJER LOT DESCRIPTION

Part of the Northeast, Southeast, Southwest and Northwest Quarters of Section 20, Township 14 North, Range 2 East of the Second Principal Meridian, Guilford Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the northwest corner of said Southwest Quarter and the southwest corner of said Northwest Quarter of said Section 20; thence North 88 degrees 41 minutes 54 seconds East along the common line of said Southwest and Northwest Quarters a distance of 2,072.06 feet to the Point of Beginning of this description, said point being in the southeasterly right-of-way line of State Road 67 and located 95.00 feet southeast of, and at right angles to centerline station 197+36.65, as per construction plans of State Road 67; (the next two calls are along said southeasterly right-of-way line) (1) thence North 39 degrees 56 minutes 51 seconds East a distance of 113.71 feet; (2) thence North 43 degrees 58 minutes 53 seconds East a distance of 413.79 feet; thence South 46 degrees 01 minutes 07 seconds East a distance of 92.00 feet; thence North 43 degrees 58 minutes 53 seconds East a distance of 46.39 feet; thence North 88 degrees 58 minutes 53 seconds East a distance of 89.24 feet; thence South 46 degrees 01 minutes 07 seconds East a distance of 46.39 feet; thence North 43 degrees 58 minutes 53 seconds East a distance of 74.14 feet to the southeasterly right-of-way line of Heartland Boulevard, as established by plat of Heartland Crossing Business Park, Section One, Parts One and Two as recorded under Instrument No. 98-0000-3345 in the records of the Recorder of Hendricks County, Indiana; (the next five calls are along said southwesterly right-of-way line); (1) thence South 49 degrees 09 minutes 56 seconds East a distance of 15.62 feet; (2) thence South 46 degrees 01 minutes 07 seconds East a distance of 208.71 feet to the point of curvature of a tangent curve concave Northeasterly, a radial from said point of curvature bears North 43 degrees 58 minutes 53 seconds East; (3) thence Southeasterly 574.76 feet along an arc of said curve having a radius of 1,045.00 feet and a central angle of 31 degrees 30 minutes 47 seconds to the point of tangency; (4) thence South 77 degrees 31 minutes 54 seconds East a distance of 287.18 feet to the point of curvature of a tangent curve concave Southwesterly, a radial from said point of curvature bears South 12 degrees 28 minutes 06 seconds West; (5) thence Southeasterly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency, said point being in the westerly right-of-way line of Prosperity Circle, as established by said plat of Heartland Crossing Business Park, Section One, Parts One and Two; (the next six calls are along the westerly and northerly right-of-way line of said Prosperity Circle) (1) thence South 12 degrees 28 minutes 06 seconds West a distance of 260.00 feet to the point of curvature of a tangent curve concave Northwesterly, a radial from said point of curvature bears North 77 degrees 31 minutes 54 seconds West; (2) thence Southwesterly 704.06 feet along an arc of said curve having a radius of 529.36 feet and a central angle of 76 degrees 12 minutes 18 seconds to the point of tangency; (3) thence South 88 degrees 40 minutes 24 seconds West a distance of 953.39 feet to the point of curvature of a tangent curve concave Northerly, a radial from said point of curvature bears North 01 degrees 19 minutes 36 seconds West; (4) thence Westerly 375.62 feet along an arc of said curve having a

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radius of 475.00 feet and a central angle of 45 degrees 18 minutes 29 seconds to the point of tangency; (5) thence North 46 degrees 01 minutes 07 seconds West a distance of 136.23 feet; (6) thence North 42 degrees 12 minutes 15 seconds West a distance of 38.88 feet; thence North 01 degrees 01 minutes 07 seconds West a distance of 182.35 feet to said southeast right-of-way line of State Road 67; (the next three calls are along said southeast right-of-way line) (1) thence North 43 degrees 58 minutes 53 seconds East a distance of 63.55 feet; (2) thence North 46 degrees 06 minutes 31 seconds East a distance of 350.24 feet; (3) thence North 41 degrees 53 minutes 16 seconds East a distance of 136.66 feet to the Point of Beginning, containing 37.6432 acres of land, more or less.

Requested By: jwd 03152004

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EXHIBIT C

ADDITIONALLY RESTRICTED LOTS

PARCEL 1

Part of the Northwest, Southeast and Northeast Quarters of Section 20, Township 14 North, Range 2 East of the Second Principal Meridian, Guilford Township, Hendricks County, Indiana, and part of Northwest and Southwest Quarters of Section 21, Township 14 North Range 2 East, Decatur Township, Marion County, Indiana being more particularly described as follows:

BEGINNING at a point in the southeasterly right-of-way line of State Road 67 per plans (F PROJ. NO. 187[13]) at the intersection of said southeasterly right-of-way line and the northerly right-of-way line of Heartland Boulevard as established by amended plat of Heartland Crossing Business Park, Section 1, Parts One & Two and recorded under Instrument No. 199900030559 in Plat Cabinet 2, Slide 170, Pages 2A through 2I in the Office of the Recorder of Hendricks County, Indiana; (the next seven calls are along said southeasterly right-of-way line) (1) thence North 43 degrees 58 minutes 53 seconds East a distance of 672.88 feet to the point of curvature of a tangent curve concave Southeasterly, a radial from said point of curvature bears South 46 degrees 01 minutes 07 seconds East; (2) thence Northeasterly 788.31 feet along an arc of said curve having a radius of 68,667.94 feet and a central angle of 00 degrees 39 minutes 28 seconds to a point on a non-tangent line; (3) thence North 53 degrees 45 minutes 05 seconds East a distance of 50.63 feet to the point of curvature of a non-tangent curve concave Southeasterly, a radial from said point of curvature bears South 45 degrees 19 minutes 08 seconds East; (4) thence Northeasterly 100.00 feet along an arc of said curve having a radius of 68,659.94 feet and a central angle of 00 degrees 05 minutes 31 seconds to a point on a non-tangent line; (5) thence North 35 degrees 41 minutes 05 seconds East a distance of 50.64 feet to the point of curvature of a non-tangent curve concave Southeasterly, a radial from said point of curvature bears South 45 degrees 11 minutes 38 seconds East; (6) thence Northeasterly 589.60 feet along an arc of said curve having a radius of 68,667.94 feet and a central angle of 00 degrees 29 minutes 31 seconds to a point on a non-tangent line; (7) thence North 45 degrees 17 minutes 54 seconds East a distance of 336.74 feet to the south line of Joel Jessup's Plat of Friendswood as recorded in Plat Book 2, Page 11 in the records of the Recorder of Hendricks County; Thence North 88 degrees 49 minutes 11 seconds East along said south line a distance of 704.26 feet to a point being 175.56 feet west of the east line of said Northeast Quarter, Thence South 00 degrees 14 minutes 23 seconds West parallel with the east line of said Northeast Quarter a distance of 246.88 feet; Thence North 88 degrees 48 minutes 12 seconds East, 175.56 feet to the east line of said Northeast Quarter; Thence South 00 degrees 14 minutes 23 seconds West along said east line a distance of 250.00 feet; thence North 59 degrees 45 minutes 37 seconds West a distance of 318.43 feet to the point of curvature of a tangent curve concave Southerly, a radial from said point of curvature bears South 00 degrees 14 minutes 23 seconds West; thence Westerly 319.22 feet along an arc of said curve having a radius of 400.00 feet and a central angle of 45 degrees 43 minutes 29 seconds to the point of tangency; thence South 44 degrees 30 minutes 54 seconds

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West a distance of 1,040.30 feet; thence South 45 degrees 29 minutes 06 seconds East a distance of 397.66 feet; thence South 44 degrees 30 minutes 54 seconds West a distance of 429.22 feet to the point of curvature of a tangent curve concave Southeasterly, a radial from said point of curvature bears South 45 degrees 29 minutes 06 seconds East; thence Southwesterly 304.48 feet along an arc of said curve having a radius of 1000.00 feet and a central angle of 17 degrees 26 minutes 43 seconds to a point on a non-tangent line; thence South 76 degrees 37 minutes 02 seconds East a distance of 186.31 feet to the point of curvature of a tangent curve concave Southerly, a radial from said point of curvature bears South 13 degrees 22 minutes 58 seconds West; thence Easterly 526.08 feet along an arc of said curve having a radius of 1,880.00 feet and a central angle of 16 degrees 01 minutes 59 seconds to the point of tangency; thence South 60 degrees 35 minutes 03 seconds East a distance of 818.83 feet; thence North 29 degrees 24 minutes 57 seconds East a distance of 560.00 feet (crossing the Hendricks/Marion County line at 280.56 feet); thence South 60 degrees 35 minutes 03 seconds East a distance of 111.24 feet to the point of curvature of a tangent curve concave Northerly, a radial from said point of curvature bears North 29 degrees 24 minutes 57 seconds East; thence Easterly 489.88 feet along an arc of said curve having a radius of 1,260.00 feet and a central angle of 22 degrees 16 minutes 35 seconds to a point on a non-tangent line in the westerly line of The Colony at Heartland Crossing, Section 7 as established by plat recorded under Instrument No. 19990157973 in the Office of the Recorder of Marion County, Indiana; (the next six calls are along said westerly line) (1) thence South 01 degrees 04 minutes 55 seconds East a distance of 276.26 feet to the point of curvature of a tangent curve concave Westerly, a radial from said point of curvature bears South 88 degrees 55 minutes 05 seconds West; (2) thence Southerly 333.12 feet along an arc of said curve having a radius of 875.00 feet and a central angle of 21 degrees 48 minutes 46 seconds to the point of tangency; (3) thence South 20 degrees 43 minutes 51 seconds West a distance of 14.56 feet; (4) thence South 28 degrees 08 minutes 16 seconds West a distance of 201.68 feet; (5) thence South 20 degrees 43 minutes 51 seconds West a distance of 43.75 feet to the point of curvature of a tangent curve concave Northwesterly, a radial from said point of curvature bears North 69 degrees 16 minutes 09 seconds West; (6) thence Southwesterly 33.39 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 76 degrees 31 minutes 52 seconds to the point of tangency in the northerly right-of-way line of Heartland Boulevard as described by Grant of Right-of-way recorded under Instrument No. 1997-0079923 in the Office of the Recorder of Marion County, Indiana; (the next three calls are along said northerly right-of-way line) (1) thence North 82 degrees 44 minutes 17 seconds West a distance of 85.43 feet; (2) thence North 75 degrees 46 minutes 50 seconds West a distance of 284.55 feet to the point of curvature of a tangent curve concave Northerly, a radial from said point of curvature bears North 14 degrees 13 minutes 10 seconds East; (3) thence Westerly 152.74 feet along an arc of said curve having a radius of 1,460.00 feet and a central angle of 05 degrees 59 minutes 38 seconds to a point of curvature at the intersection of the Hendricks County and Marion County line, said point being in the northerly right-of-way line of Heartland Boulevard as established by said plat of Heartland Crossing Business Park, Section I, Parts One and Two; (the next nineteen calls are along said

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northerly right-of-way line) (1) thence continue westerly 234.50 feet along an arc of said curve having a radius of 1,460.00 feet and a central angle of 09 degrees 17 minutes 09 seconds to a point on a non-tangent line; (2) thence North 58 degrees 28 minutes 58 seconds West a distance of 368.16 feet; (3) thence North 60 degrees 35 minutes 03 seconds West a distance of 100.87 feet to the point of curvature of a tangent curve concave Easterly, a radial from said point of curvature bears North 29 degrees 24 minutes 57 seconds East; (4) thence Northerly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to a point on a non-tangent line; (5) thence North 68 degrees 38 minutes 51 seconds West a distance of 60.60 feet to the point of curvature of a non-tangent curve concave Northerly, a radial from said point of curvature bears North 60 degrees 35 minutes 03 seconds West; (6) thence Westerly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency; (7) thence North 60 degrees 35 minutes 03 seconds West a distance of 341.74 feet to the point of curvature of a tangent curve concave Southerly, a radial from said point of curvature bears South 29 degrees 24 minutes 57 seconds West; (8) thence Westerly 457.00 feet along an arc of said curve having a radius of 1,545.00 feet and a central angle of 16 degrees 56 minutes 51 seconds to the point of tangency; (9) thence North 77 degrees 31 minutes 54 seconds West a distance of 138.59 feet to the point of curvature of a tangent curve concave Northeasterly, a radial from said point of curvature bears North 12 degrees 28 minutes 06 seconds East; (10) thence Northwesterly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to a point on a non-tangent line; (11) thence North 77 degrees 31 minutes 54 seconds West a distance of 50.00 feet to the point of curvature of a non-tangent curve concave Northwesterly, a radial from said point of curvature bears North 77 degrees 31 minutes 54 seconds West; (12) thence Southwesterly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency; (13) thence North 77 degrees 31 minutes 54 seconds West a distance of 287.18 feet to the point of curvature of a tangent curve concave Northerly, a radial from said point of curvature bears North 12 degrees 28 minutes 06 seconds East; (14) thence Westerly 344.93 feet along an arc of said curve having a radius of 955.00 feet and a central angle of 20 degrees 41 minutes 39 seconds to a point on a non-tangent line; (15) thence North 45 degrees 50 minutes 22 seconds West a distance of 113.14 feet to the point of curvature of a non-tangent curve concave Northeasterly, a radial from said point of curvature bears North 39 degrees 56 minutes 52 seconds East; (16) thence Northwesterly 66.18 feet along an arc of said curve having a radius of 940.00 feet and a central angle of 04 degrees 02 minutes 01 seconds to the point of tangency; (17) thence North 46 degrees 01 minutes 07 seconds West a distance of 258.30 feet; (18) thence North 42 degrees 39 minutes 07 seconds West a distance of 144.22 feet to the point of curvature of a tangent curve concave Easterly, a radial from said point of curvature bears North 47 degrees 20 minutes 53 seconds East; (19) thence Northerly 37.80 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 86 degrees 38 minutes 00 seconds to the POINT OF BEGINNING, containing 83.640 acres of land, more or less.

Requested By: Jwd 03M152004

PARCEL 2

Part of the Southeast Quarter of Section 20, Township 14 North, Range 2 East of the Second Principal Meridian, Guilford Township, Hendricks County, Indiana, being more particularly described as follows:

BEGINNING at the intersection of the southwesterly right-of-way line of Heartland Boulevard as established by amended plat of Heartland Crossing Business Park, Section I, Parts One & Two and recorded under Instrument No. 199900030559 in Plat Cabinet 2, Slide 170, Pages 2A through 2I in the Office of the Recorder of Hendricks County, Indiana with the northwesterly right-of-way line of Raceway Road as established by said plat; said Point of Beginning being a point of curvature of a tangent curve concave Westward, a radial from said point of curvature bears South 29 degrees 24 minutes 57 seconds West; (the next two calls are along said northwesterly right-of-way line) (1) thence Southerly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency; (2) thence South 29 degrees 24 minutes 57 seconds West a distance of 260.00 feet to the northeasterly line of Alliance Drive as established by said plat, said point being the point of curvature of a tangent curve concave Northerly, a radial from said point of curvature bears North 60 degrees 35 minutes

03 seconds West; (the next three calls are along said northeasterly right-of-way line) (1) thence Westerly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency; (2) thence North 60 degrees 35 minutes 03 seconds West a distance of 341.74 feet to the point of curvature of a tangent curve concave Southerly, a radial from said point of curvature bears South 29 degrees 24 minutes 57 seconds West; (3) thence Westerly 251.62 feet along an arc of said curve having a radius of 1145.00 feet and a central angle of 12 degrees 35 minutes 28 seconds to a point on a non-tangent line; thence North 16 degrees 49 minutes 29 seconds East a distance of 310.00 feet to said southeasterly right-of-way line of Heartland Boulevard, said point being the point of curvature of a non-tangent curve concave Southerly, a radial from said point of curvature bears South 16 degrees 49 minutes 29 seconds West; (the next two calls are along said southeasterly right-of-way line) (1) thence Easterly 319.75 feet along an arc of said curve having a radius of 1,455.00 feet and a central angle of 12 degrees 35 minutes 28 seconds to the point of tangency; (2) thence South 60 degrees 35 minutes 03 seconds East a distance of 341.74 feet to the POINT OF BEGINNING, containing 4.637 acres of land, more or less.

PARCEL 3

Part of the Southwest Quarter of Section 20, Township 14 North, Range 2 East of the Second Principal Meridian, Guilford Township, Hendricks County, Indiana, being more particularly described as follows:

BEGINNING at a point in the southeasterly right-of-way line of State Road 67 per plans (F

Requested By: lrwd 03/15/2004

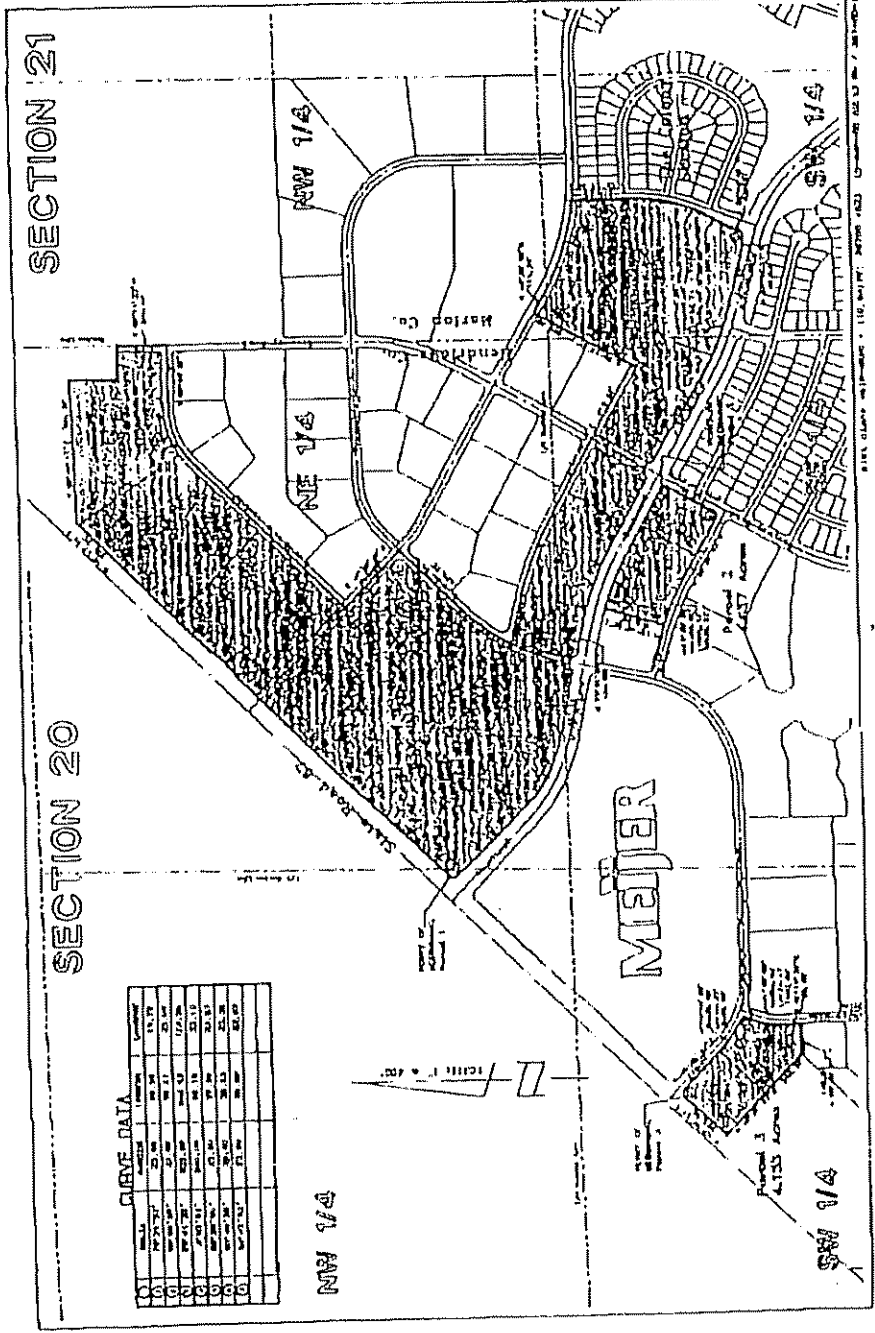
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PROJ. NO. 187[13]] at the intersection of said southeasterly right-of-way line and the southwesterly right-of-way line of Prosperity Circle as established by amended plat of Heardland Crossing Business Park, Section 1, Paris One & Two and recorded under Instrument No. 19990030559 in Plat Cabinet 2, Slide 170, Pages 2A through 2I in the Office of the Recorder of Hendricks County, Indiana, said Point of Beginning being the point of curvature of a tangent curve concave Southerly, a radial from said point of curvature bears South 46 degrees 50 minutes 46 seconds East; (the next three calls are along said southwesterly right-of-way line) (1) thence Easterly 39.63 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 49 minutes 39 seconds to the point of tangency; (2) thence South 46 degrees 01 minutes 07 seconds East a distance of 278.67 feet to the point of curvature of a tangent curve concave Northeasterly, a radial from said point of curvature bears North 43 degrees 58 minutes 53 seconds East; (3) thence Southeasterly 166.17 feet along an arc of said curve having a radius of 525.00 feet and a central angle of 18 degrees 09 minutes 26 seconds to the westerly right-of-way line of Union Mills Drive as established by said plat, said point being the point of curvature of a reverse curve concave Westerly, a radial from said point of curvature bears South 25 degrees 49 minutes 27 seconds West; (the next four calls are along said westerly right-of-way line) (1) thence Southerly 36.99 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 84 degrees 47 minutes 03 seconds to the point of tangency; (2) thence South 20 degrees 36 minutes 30 seconds West a distance of 52.51 feet to the point of curvature of a tangent curve concave Easterly, a radial from said point of curvature bears South 69 degrees 23 minutes 30 seconds East; (3) thence Southerly 124.42 feet along an arc of said curve having a radius of 325.00 feet and a central angle of 21 degrees 56 minutes 06 seconds to the point of tangency; (4) thence South 01 degrees 19 minutes 36 seconds East a distance of 93.65 feet; thence South 88 degrees 40 minutes 24 seconds West a distance of 149.54 feet; thence North 46 degrees 01 minutes 07 seconds West a distance of 545.89 feet to the southwesterly right-of-way line of said State Road 67; thence North 43 degrees 09 minutes 14 seconds East along said southeasterly right-of-way line a distance of 284.85 feet to the POINT OF BEGINNING, containing 4.153 acres of land, more or less.

Requested By: rwd 03152004

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EXHIBIT D
 ADDITIONALLY RESTRICTED LOTS (SHOWN SHADED)



200100020590
 Filed for Record in
 HENDRICKS COUNTY IN
 THERESA D LYNCH
 07-17-2001 12:31 pm
 AMEND COVEN 31.00
 DR Book 558 Page 1031 - 1041

**SECOND AMENDMENT TO
 DECLARATION OF PROTECTIVE COVENANTS FOR
 HEARTLAND CROSSING BUSINESS PARK**

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HEARTLAND CROSSING BUSINESS PARK (the "Amendment") is made as of July 10, 2001, by CEDAR RUN LIMITED, INC., (the "Declarant"), an Indiana corporation, and by MENARD, INC., a Wisconsin corporation, and the HCBP ASSOCIATION, INC.

Statement of Facts

By a Declaration of Protective Covenants for Heartland Crossing Business Park (the "Declaration"), dated July 29, 1998, recorded August 17, 1998, as Instrument No. 9800021816, Volume 73, Pages 395-432 in the office of the Hendricks County Recorder, Declarant imposed certain covenants, restrictions, easements and other encumbrances on approximately 266 acres of land ("HCBP") being subdivided and developed by Declarant as "Heartland Crossing Business Park." HCBP is described on Exhibit "A" attached.

In connection with a sale of what is commonly referred to as Tract 57A of HCBP to Meijer Stores Limited Partnership, and as a condition of Meijer's purchase of that land, Declarant agreed to modify the Declaration as provided in an Amendment to the Declaration which was dated March 17, 2000 and recorded March 22, 2000, as Instrument No. 20000006046, Volume 167, Pages 672-690, in the Office of the Hendricks County Recorder.

Under Article VI, Section 6.2 of the Declaration, the Declaration may be amended with the written consent of a simple majority of HCBP Association, Inc. members ("Members") present at the meeting called for this purpose.

The Members were notified of a meeting to amend the Declaration which was held on June 28, 2001 and four (4) out of the total of ten (10) members were present, one (1) by a proxy, at the meeting and after a discussion of the proposed amendment, a motion by the Declarant was made to

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approve the Second Amendment and all of the members present approved the Second Amendment which was the required majority.

Amendment

- 1. Declarant acknowledges and agrees that this Amendment is being executed and recorded as a condition of the sale of the land described on Exhibit "B" attached to Menard, Inc. ("Menard"), a Wisconsin corporation, and Menard shall be considered the third party beneficiary of this Amendment entitled to enjoy and enforce all the terms and conditions of the Amendment.
- 2. Inapplicable Provisions. The Declaration is hereby amended to provide that the Sections, or portions thereof, which are specified below shall not apply to the Menard Lot, such that the Menard Lot is exempt from complying with, and is not subject to any of the terms and conditions of the referenced Sections, or portions thereof:

A. Section 3.1.(A). Section 3.1.(A) shall be modified as follows:

"Prohibited use: 20. The operation of any business specializing in home improvements or as a home center business similar to Menard, Inc.'s business, including, for example, a Home Depot, Lowe's or Sear's Hardware on all lots Declarant controls as of the date of this Amendment."

B. Section 3.1.(B). Section 3.1.(B) shall be modified with respect to the Menard Lot, by adding the following additional sentence:

"Notwithstanding anything contained in this Section 3.1.(B), activities conducted in the course of the construction and operation of commercial business(es) operating on the Menard Lot, including but not limited to outdoor sales and outdoor advertising or promotions, shall not under any circumstances be construed to create or constitute a nuisance within the meaning of this Section, as long as commercially reasonable."

C. Section 3.2. Section 3.2. in its entirety shall not apply to the Menard Lot.

D. Section 4.1. Section 4.1. shall be modified as follows:

"No building shall have a linear dimension of more than fifty percent (50%) of the length of street frontage on the outlots 103, 104, 105, and 106 on State Road 67 nor shall the building constructed on said outlots have a Floor Area Ratio ("FAR") in excess of twelve point five percent (12.5%) of the total square footage of the said outlots directly in front of the Menard Parcel.

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E. **Section 4.2.(A).** Section 4.2.(A) in its entirety shall not apply to the Menard Lot.

F. **Section 4.3.(A).** Section 4.3.(A) shall be modified with respect to the Menard Lot, by adding the following additional sentence:

"The approval required by this Section shall not be unreasonably withheld or delayed." As of the date upon which this Second Amendment is executed, the DRC has approved the building proposed on the Menard Lot.

G. **Section 4.3.(C).** Section 4.3.(C) in its entirety shall not apply to the Menard Lot.

H. **Section 4.3.(D).** Section 4.3.(D) shall be modified as follows:

"No building shall exceed one (1) story building vertical feet from finished site elevation to the top of the roof unless otherwise approved by Menard on outlots 103, 104, 105, and 106 on State Road 67."

I. **Section 4.4.(A).** Section 4.4.(A) in its entirety shall not apply to the Menard Lot.

J. **Section 4.5.(A).** Section 4.5.(A) shall be modified with respect to the Menard Lot, by adding the following additional sentence:

"As of the date upon which this Second Amendment is executed, the DRC has approved the signage proposed on and appurtenant to the Menard Lot."

K. **Section 4.6.** Section 4.6.(D) in its entirety shall not apply to the Menard Lot. Section 4.6.(A) shall be modified with respect to the Menard Lot, by adding the following additional sentence:

"Nothing contained in this Section 4.6.(A) shall be construed to prohibit seeking or obtaining variances to existing governmental requirements with respect to parking."

L. **Section 4.8.(A).** Section 4.8.(A) in its entirety shall not apply to the Menard lot.

M. **Article V.** Article V in its entirety (including Sections 5.1., 5.2., and 5.3.) shall not apply to the Menard Lot.

N. **Section 6.2.** Section 6.2. in its entirety shall not apply to the Menard Lot, it being the intention of Declarant and Menard that the provisions of paragraph 3 of this Amendment shall govern modifications and amendments to the Declaration insofar as such modifications and amendments affect the Menard Lot.

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O. Section 7.1.(B). Section 7.1.(B) in its entirety shall not apply to the Menard Lot.

3. Termination and Modification. Declarant and Menard agree that the Declaration shall not be amended or modified in any respect without the written consent of Menard, which consent shall not be unreasonably withheld and which consent shall be incorporated into the amendment or modification. Declarant and Menard further agree that, upon the expiration of the Declaration in accordance with Section 6.1., no new Protective Covenants shall be binding upon the Menard Lot without the written consent of Menard, which consent shall not be unreasonably withheld and which consent shall be incorporated into the new Declaration. Any amendment or modification of the Declaration, and any new or replacement Protective Covenants, shall not be binding upon or enforceable against the Menard Lot unless the requirements of this paragraph 3 are met.

4. Legal and Equitable Relief. In addition to any other rights under the Declaration, Menard and those having the right to enforce this Amendment as described in the Amendment may prosecute any proceedings at law or in equity against HCBP Association, Inc. and its successors and assigns, or any other person or entity violating, attempting to violate or defaulting upon any of the provisions contained in the Declaration or this Amendment, in order to prevent any violation, attempted violation or default upon the provisions of the Declaration or this Amendment and to recover damages for any such violation or default. The remedies available under this paragraph shall include, by way of illustration but not limitation, ex parte applications for temporary restraining orders, preliminary injunctions and permanent injunctions enjoining any such violation or attempted violation or default, and actions for specific performance of the Declaration or this Amendment. Menard's rights and remedies under the Declaration and this Amendment are cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which Menard might otherwise have by virtue of a default under the Declaration or this Amendment, and the exercise of one such right or remedy by Menard shall not impair its standing to exercise any other right or remedy.

4. Waiver of Default. No waiver of any default shall be implied from any omission by Menard to take any action with respect to any such default if such default continues or is repeated. In addition, no express waiver of any default shall affect any other default or cover any period of time other than the default and period of time specified in such express waiver. One or more waivers of any default in the performance of any term, provision or covenant contained in this Declaration or this Amendment shall not be deemed to be a waiver of any subsequent default in the performance of the same term, provision or covenant or any other term, provision or covenant contained in the Declaration and this Amendment. The consent or approval by Menard to or of any act or request requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar acts or requests.

5. Severability. If any term, provision or condition contained in this Amendment shall, to any extent, be invalid or unenforceable, the remainder of this Amendment (or the application of such term, provision or condition to persons or circumstances other than those in respect of which

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it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Amendment shall be valid and enforceable to the fullest extent provided by law.

6. Ratification: Controlling Terms: Existing Rights. All of the terms and conditions of the Declaration, as they may be modified by this Amendment, are hereby ratified by the parties hereto. The terms of this Amendment shall supersede and control any inconsistent terms in the Declaration. Except as modified by the Amendment, Declarant and Menard, as the owner of the Menard Lot, shall have all of the rights and obligations granted and imposed by the Declaration.

7. Exhibits. All exhibits referred to herein and attached hereto shall be deemed part of this Amendment.

END OF SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS FOR HEARTLAND CROSSING BUSINESS PARK containing seven (7) paragraphs.

"DECLARANT"

CEDAR RUN LIMITED, INC.,
an Indiana corporation



By: _____
Printed Name: Timmy J. Shrout
Its: _____ President

MENARD, INC.
a Wisconsin corporation

HCBP ASSOCIATION, INC.

By: Marv Pucharski
Printed Name: Marv Pucharski
Its: _____ VP



By: _____
Printed Name: Timmy J. Shrout
Its: _____ President

Requested By: rwd 03/15/2004

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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 Timmy J. Shrout, the President of Cedar Run Limited, Inc., an Indiana corporation, who acknowledged execution of the foregoing document for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 10th day of JULY, 2001.

Donna L. Wheeler
Notary Public - Signature

Notary Public - Printed Name

My Commission Expires: _____
My County of Residence: _____


DONNA L. WHEELER, Notary Public
My Commission Expires: 11-19-2001
Residing in Marion County

STATE OF WISCONSIN)
) SS:
COUNTY OF EAU CLAIRE)

Before me, a Notary Public in and for said County and State, personally appeared MARY PROCHASKA, the VICE PRESIDENT of Menard, Inc., a Wisconsin corporation, who acknowledged execution of the foregoing document for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 10th day of JULY, 2001.

Thomas W. O'Neil
Notary Public - Signature

THOMAS W. O'NEIL
Notary Public - Printed Name

My Commission Expires: _____
IS PERMANENT
My County of Residence: _____
EAU CLAIRE

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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 Timmy J. ShROUT, the President of HCBP Association, Inc., who acknowledged execution of the foregoing document for and on behalf of said association, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 10TH day of JULY, 2001.

Donna L. Wheeler
Notary Public - Signature

Notary Public - Printed Name

My Commission Expires:

DOONNA L. WHEELER, Notary Public
My Commission Expires: 11-19-2001
Residing in Marion County



My County of Residence: _____

PREPARED BY AND WHEN RECORDED, RETURN TO: William T. Rees, 8355 Rockville Road,
Indianapolis, IN 46234

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**LEGAL DESCRIPTION
FOR
HEARTLAND CROSSING BUSINESS PARK**

Part of the Southwest, Southeast and Northeast Quarters of Section 20, Township 14 North, Range 2 East of the Second Principal Meridian, Guilford Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter of said Section 20; Thence North 88 degrees 38 minutes 59 seconds East along the south line of said Southwest Quarter a distance of 653.40 feet to the Point of Beginning of this description; Thence North 01 degrees 09 minutes 25 seconds East a distance of 978.31 feet; Thence South 88 degrees 21 minutes 37 seconds East a distance of 16.50 feet; Thence North 11 degrees 17 minutes 16 seconds East a distance of 50.72 feet to the west line of a tract of land conveyed to Herman V. & Tamyra Hamilton as described by deed recorded in Deed Record 337, Page 522 in the records of the Recorder of Hendricks County, Indiana; Thence South 01 degrees 38 minutes 23 seconds along the west line of said Hamilton tract a distance of 52.00 feet to the southwest corner thereof; Thence South 88 degrees 21 minutes 37 seconds East along the south line of said Hamilton tract a distance of 400.00 feet to the southeast corner thereof; Thence North 01 degrees 23 seconds East along the east line of said Hamilton tract a distance of 87.00 feet to the northeast corner thereof; Thence North 88 degrees 21 minutes 37 seconds West along the north line of said Hamilton tract a distance of 400.00 feet to the east right-of-way line of County Road 1025 East; Thence North 01 degrees 38 minutes 23 seconds East along said east right-of-way line a distance of 50.00 feet to the southwest corner of a tract of land conveyed to Dale Jessup, Inc. as described by deed recorded in Deed Record 308, Page 802-803 in the records of the Recorder of Hendricks County, Indiana; Thence South 88 degrees 21 minutes 37 seconds East along the south line of said Jessup tract a distance of 485.00 feet to the southeast corner thereof; Thence North 50 degrees 26 minutes 11 seconds East along the southeast line of said Jessup tract a distance of 348.40 feet to the south corner of a 5.06-acre tract of land conveyed to Richard A. & Joan E. Hendren as described by deed recorded in Deed Record 350, Page 373-374 in the records of the Recorder of Hendricks County, Indiana; Thence North 43 degrees 58 minutes 53 seconds East along the southeast line of said 5.06-acre tract a distance of 378.67 feet to the southwest corner of a 0.054-acre tract of land conveyed to Richard A. & Joan E. Hendren as described by deed recorded in Deed Record 53, Pages 853-861 in the records of the Recorder of Hendricks County, Indiana; Thence North 88 degrees 40 minutes 24 seconds East along the south line of said 0.054-acre tract a distance of 164.71 feet to the southeast corner thereof, said point being in the west line of Union Mills Drive as established by plat of Heartland Business Park, Section I, Parts One & Two, and recorded under Instrument Number 98-00008345 in the records of the Recorder of Hendricks County, Indiana; Thence North 01 degrees 19 minutes 36 seconds West along the said west line and the east line of said 0.054-acre tract a distance of 15.00 feet to the northeast corner thereof; Thence South 88 degrees 40 minutes 24 seconds West along the northwest line of said 0.054-acre tract a distance of 149.54 feet to the west corner thereof and the easterly corner of said 5.06-acre tract; Thence North 46 degrees 01 minutes 07 seconds West along the northeast line of said 5.06-acre tract a distance of 545.89 feet to a point in the southeast line of State Road 67; (the next twelve calls are along said southeast line) (1) Thence North 43 degrees 09 minutes 14 seconds East a distance of 305.28 feet; (2) Thence North 43 degrees 58 minutes 53 seconds East a distance of 250.00 feet; (3)

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Thence North 46 degrees 06 minutes 31 seconds East a distance of 350.24 feet; (4) Thence North 41 degrees 53 minutes 16 seconds East a distance of 136.87 feet; (5) Thence North 39 degrees 56 seconds 18 seconds East a distance of 113.50 feet; (6) Thence North 43 degrees 58 minutes 53 seconds East a distance of 1,409.60 feet to the point of curvature of a tangent curve concave Southeast, a radial from said point of curvature bears South 46 degrees 01 minutes 07 seconds East; (7) Thence Northeastly 788.33 feet along an arc of said curve having a radius of 68,667.94 feet and a central angle of 00 degrees 39 minutes 28 seconds to a point on a non-tangent line; (8) Thence North 53 degrees 45 minutes 05 seconds East a distance of 50.63 feet to the point of curvature of a non-tangent curve concave Southeast, a radial from said point of curvature bears South 45 degrees 19 minutes 08 seconds East; (9) Thence Northeastly 99.86 feet along an arc of said curve having a radius of 68,659.94 feet and a central angle of 00 degrees 05 minutes 00 seconds to a point on a non-tangent line; (10) Thence North 35 degrees 41 minutes 45 seconds East a distance of 50.64 feet to the point of curvature of a non-tangent curve concave Southeast, a radial from said point of curvature bears South 45 degrees 11 minutes 38 seconds East; (11) Thence Northeastly 589.59 feet along an arc of said curve having a radius of 68,667.94 feet and a central angle of 00 degrees 29 minutes 31 seconds to a point on a non-tangent line; (12) Thence North 45 degrees 17 minutes 54 seconds East a distance of 336.74 feet to the south line of Joel Jessup's Plat of Friendswood as recorded in Plat Book 2, Page 11 in the records of the Recorder of Hendricks County, Indiana; Thence North 38 degrees 49 minutes 11 seconds East along said south line a distance of 704.26 feet to a point being 175.56 feet west of the east line of said Northeast Quarter; Thence South 00 degrees 14 minutes 23 seconds West parallel with the east line of said Northeast Quarter a distance of 246.88 feet; Thence North 88 degrees 48 minutes 12 seconds East, 175.56 feet to the east line of said Northeast Quarter; Thence South 00 degrees 14 minutes 23 seconds West along said east line a distance of 2,158.10 feet to the southeast corner of said Northeast Quarter and the northeast corner of said Southeast Quarter; Thence South 00 degrees 17 minutes 52 seconds West a distance of 980.59 feet to the south line of Heartland Boulevard as established by said plat of Heartland Business Park, Section 1, Parts One & Two; (the next five calls are along said south line) (1) Thence North 65 degrees 14 minutes 58 seconds West a distance of 9.81 feet to the point of curvature of a non-tangent curve concave Southwesterly, a radial from said point of curvature bears North 72 degrees 09 minutes 35 seconds West; (2) Thence Northwesterly 38.31 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 37 degrees 48 minutes 35 seconds to the point of curvature of a reverse curve concave Northerly, a radial from said point of curvature bears North 20 degrees 01 minutes 50 seconds East; (3) Thence Westerly 253.08 feet along an arc of said curve having a radius of 1,545.00 feet and a central angle of 09 degrees 23 minutes 07 seconds to the point of tangency; (4) Thence North 50 degrees 35 minutes 03 seconds West a distance of 468.79 feet to the point of curvature of a tangent curve concave Southerly, a radial from said point of curvature bears South 29 degrees 24 minutes 57 seconds West; (5) Thence Westerly 39.27 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency, said point being in the east line of Raceway Road as established by said plat of Heartland Business Park, Section 1, Parts One & Two; Thence South 29 degrees 24 minutes 57 seconds West along said east line a distance of 640.00 feet; Thence North 60 degrees 35 minutes 03 seconds West a distance of 60.00 feet to the west line of said raceway Road and the south corner of Lot 62, Heartland Crossing Business Park, Section 1 as recorded under Instrument No. 98-13572 in the records of the Recorder of Hendricks County, Indiana; (the next three calls are along the southwest line of said Lot 62) (1) Thence North 60 degrees 35 minutes 03 seconds West a distance of 260.00 feet; (2) Thence North 59 degrees 41 minutes 29 seconds West a distance of

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173.57 feet; (3) Thence North 52 degrees 30 minutes 22 seconds West a distance of 14.69 feet; Thence South 68 degrees 30 minutes 48 seconds West a distance of 244.26 feet; Thence North 29 degrees 06 minutes 55 seconds West a distance of 308.96 feet to the point of cusp of a non-tangent curve concave Northerly, a radial from said point of cusp bears North 43 degrees 54 minutes 08 seconds West, said point being in the southeast line of Prosperity Circle, as established by said plat of Heartland Business Park, Section I, Parts One & Two; (the next two calls are along the southeasterly and south line of said Prosperity Circle) (1) Thence Westerly 430.51 feet along an arc of said curve having a radius of 579.36 feet and a central angle of 42 degrees 34 minutes 32 seconds to the point of tangency; (2) Thence South 88 degrees 40 minutes 24 seconds West a distance of 179.90 feet; Thence South 00 degrees 45 minutes 36 seconds West a distance of 1,450.83 feet; Thence South 89 degrees 14 minutes 24 seconds East a distance of 25.00 feet; Thence South 00 degrees 45 minutes 36 seconds West a distance of 279.19 feet to the north line of County Line Road as established by said plat of Heartland Business Park, Section I, Parts One & Two; Thence South 01 degrees 05 minutes 34 seconds East a distance of 40.00 feet to the south line of said Southeast Quarter; Thence South 88 degrees 54 minutes 26 seconds West along said south line a distance of 281.99 feet to the southwest corner of said Southeast Quarter and the southeast corner of said Southwest Quarter; Thence South 88 degrees 38 minutes 59 seconds West along the south line of said Southwest Quarter a distance of 2,023.80 feet to the Point of Beginning, containing 266.570 acres of land, more or less.

26707.DES

Requested By: rwd 03/15/2004

EXHIBIT "B"

Heartland Crossing Business Park

McNards, Inc.

Property Description
Tract 131

Part of the Northeast Quarter of Section 20, Township 14 North, Range 2 East of the Second Principal Meridian, Guilford Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter and the southwest corner of the Northwest Quarter of said Section 20; Thence North 88 degrees 41 minutes 54 seconds East along the common line of said Southwest and Northwest Quarters a distance of 2,072.06 feet to the southeasterly right-of-way line of State Road 67; said point being located 95.00 feet southeast of and at right angles to centerline station 197+36.65, as per construction plans of State Road 67; (the next two courses are along said southeasterly right-of-way line) (1) Thence North 39 degrees 56 minutes 31 seconds East a distance of 113.71 feet; (2) thence North 43 degrees 58 minutes 53 seconds East a distance of 736.72 feet to the point of cusp of a non-tangent curve concave Easterly, a radial from said point of cusp bears South 46 degrees 01 minutes 07 seconds East, said point being in the northeasterly right-of-way line of Heartland Boulevard, as established by amended plat of Heartland Crossing Business Park, Section One, Parts One and Two as recorded under Instrument No. 1999-00030559 in the records of the Recorder of Hendricks County, Indiana; (the next five courses are along said northeasterly right-of-way line); (1) thence Southerly 37.80 feet along an arc of said curve having a radius of 25.00 feet and a central angle of 86 degrees 38 minutes 01 seconds to the point of tangency; (2) thence South 42 degrees 39 minutes 07 seconds East a distance of 144.22 feet; (3) thence South 46 degrees 01 minutes 07 seconds East a distance of 258.30 feet to the point of curvature of a tangent curve concave Northeasterly, a radial from said point of curvature bears North 43 degrees 58 minutes 53 seconds East; (4) thence Southeasterly 66.18 feet along an arc of said curve having a radius of 940.00 feet and a central angle of 04 degrees 02 minutes 01 seconds to a point on a non-tangent line; (5) thence South 45 degrees 50 minutes 22 seconds East a distance of 104.26 feet to the point of cusp of a non-tangent curve concave Easterly, a radial from said point of cusp bears North 44 degrees 09 minutes 38 seconds East, said point being in the southeasterly right of way line of Windfall Lane, a proposed street within Heartland Crossing Business Park, Section Two; (the next six courses are along said proposed southeasterly right-of-way line); (1) thence Northerly 28.75 feet along an arc of said curve having a radius of 20.00 feet and a central angle of 82 degrees 22 minutes 21 seconds to the point of tangency; (2) thence North 36 degrees 31 minutes 59 seconds East a distance of 12.60 feet to the point of curvature of a tangent curve concave Westerly, a radial from said point of curvature bears North 53 degrees 28 minutes 01 seconds West; (3) thence Northerly 138.06 feet along an arc of said curve having a radius of 330.00 feet and a central angle of 23 degrees 58 minutes 14 seconds to the point of tangency; (4) thence North 12 degrees 33 minutes 45 seconds East a distance of 279.89 feet to the point of curvature of a tangent curve concave Southeasterly, a radial from said point of curvature bears South 77 degrees 26 minutes 15 seconds East; (5) thence Northeasterly 150.57 feet along an arc of said curve having a radius of 270.00 feet and a central angle of 31 degrees 57 minutes 09 seconds to the point of tangency; (6) thence North 44 degrees 30 minutes 54 seconds East a distance of 58.85 feet to the Point of Beginning of the herein described tract; (the next two courses continue along said proposed southeasterly right-of-way line); (1) thence North 44 degrees 30 minutes 54 seconds East a distance of 695.50 feet to the point of curvature of a tangent curve concave Southerly, a radial from said point of curvature bears South 45 degrees 29 minutes 06 seconds East; (2) thence Easterly 31.42 feet along an arc of said curve having a radius of 20.00 feet and a central angle of 90 degrees 00 minutes 00 seconds to the point of tangency in the southwesterly right-of-way line of Enterprise Drive, a proposed street within Heartland Crossing Business Park, Section Two; (the next three courses are along said proposed southwesterly right-of-way line); (1) thence South 45 degrees 29 minutes 06 seconds East a distance of 733.30 feet to the point of curvature of a tangent curve concave Northeasterly, a radial from said point of curvature bears North 44 degrees 30 minutes 54 seconds East; (2) thence Southeasterly 85.65 feet along an arc of said curve having a radius of 325.00 feet and a central angle of 15 degrees 05 minutes 57 seconds to the point of tangency; (3) thence South 60 degrees 35 minutes 03 seconds East a distance of 4.67 feet, thence South 44 degrees 30 minutes 54 seconds West a distance of 752.44 feet; thence North 45 degrees 29 minutes 06 seconds West a distance of 299.28 feet; thence North 44 degrees 30 minutes 54 seconds East a distance of 24.50 feet; thence North 45 degrees 29 minutes 06 seconds West a distance of 543.19 feet to the Point of Beginning, containing 14,012.9 acres (610,403 square feet) of land, more or less.

mcnards legal.vvpd
July 9, 2001

Request By: **WD 01222004**

200200013308
 Filed for Record in
 HENDRICKS COUNTY IN
 THERESA D LYNCH
 04-17-2002 At 10:47 AM.
 COVENANTS 13.00
 OR Book 330 Page 595 - 596

10
RESTRICTIVE COVENANT

Under a Contract dated August 24, 2001, Cedar Run Limited, Inc., an Indiana corporation ("Grantor") agreed to convey to the nominee of McDONALD'S CORPORATION, a Delaware corporation, which nominee is **SYSTEM CAPITAL REAL PROPERTY CORPORATION, a Delaware corporation** ("Grantee"), a parcel of real estate described as follows:

Lot 106 in Heartland Crossing Business Park, Section Two, a subdivision of Guilford Township in Hendricks County, Indiana, as per secondary plat thereof recorded on July 31, 2001 in Plat cabinet 4, Slide 76, Pages 1A, 1B, 1C, 1D and 1E under Instrument Number 200100022252 in the records of the Recorder of Hendricks County, Indiana, and as per Certificate of Correction thereof recorded in OR Book 293, Pages 1901-1908 under Instrument No. 200100035128 in the Office of the Recorder of Hendricks County, Indiana ("**Benefited Property**")

One of the terms of that Contract required Grantor to record a Restrictive Covenant affecting the use of Grantor's other property.

THEREFORE, in consideration of the terms and conditions contained in that Contract, Grantor promises and declares that the property described as follows:

Lots 101, 102, 107, 108, 109 and 112 in Heartland Crossing Business Park, Section Two, a subdivision of Guilford Township in Hendricks County, Indiana, as per secondary plat thereof recorded on July 31, 2001 in Plat cabinet 4, Slide 76, Pages 1A, 1B, 1C, 1D and 1E under Instrument Number 200100022252 in the records of the Recorder of Hendricks County, Indiana, and as per Certificate of Correction thereof recorded in OR Book 293, Pages 1901-1908 under Instrument No. 200100035128 in the Office of the Recorder of Hendricks County, Indiana

ALSO, Lots 104 and 105 in the Replat of Lots 103, 104, and 105 in Heartland Crossing Business Park, Section Two as per plat thereof dated March 22, 2002 and recorded on April 3, 2002 under Instrument No. 200200011594 in Plat Cabinet 5, Slide -, Page 1 in the records of the Recorder of Hendricks County, Indiana. ("**Burdened Property**")

will not be used as a Hardee's, Burger King, Wendy's or Rally's for a period of five (5) years from the date of the recording of this document. This restriction runs with the Benefited Property and Burdened Property and shall inure to the benefit of Grantee and be binding upon Grantor and Grantor's successors and assigns.

Grantor has executed this Restrictive Covenant, this 8th day of April 2002

GRANTOR:

CEDAR RUN LIMITED, INC.

By 
 Timmy J. Shroat, President


21-2

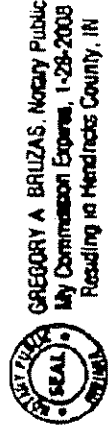
Request for RWD 012212004

2

State of Indiana)
County of Marion)
SS:

Before me, a Notary Public in and for said County and State, personally appeared Timmy J. Shrout, President of Cedar Run Limited, Inc., who acknowledged the execution of the foregoing Restrictive Covenant on behalf of said company as his own voluntary act and deed. Witness my hand and Notarial Seal, this 8th day of April, 2002.



Notary Public
Gregory A. Bruzas





State of Indiana)
County of Marion)
SS:

AFFIDAVIT OF OWNERSHIP

The undersigned, being first duly sworn on oath, deposes and states that the undersigned is an officer of the above named Grantor and as such has access to the records of the Grantor and knows of his personal knowledge that the Grantor has title to all of the property described as the Burdened Property above.


Timmy J. Shrout, Affiant

Subscribed and sworn to before me this 8th day of April, 2002.


Notary Public Gregory A. Bruzas


Prepared by and after recording,
Angela K. Villanueva
MCDONALD'S CORPORATION
U.S. Legal Dept., #091
One McDonald's Corporation
Oak Brook, IL 60523

CAMBY, INDIANA
Heartland Crossing
L/C: 013-1010

200200013000
 Filed for Record in
 HENDRICKS COUNTY IN
 THERESA D LYNCH
 04-15-2002 At 01:40 PM.
 RESTRICTION 18.00
 Book 329 Page 2328 - 2330

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 ③
DECLARATION OF RESTRICTION

THIS DECLARATION is made this 29th day of March 2002, by CEDAR RUN LIMITED, INC., an Indiana corporation ("Declarant"), whose address is 8355 Rockville Road, Indianapolis, Indiana 46234.

WITNESSETH:

WHEREAS, Declarant owns certain real estate located in the City of Camby, Hendricks County, Indiana and being more particularly described on Exhibit "A" attached hereto and made a part hereof ("Burdened Property"); and

WHEREAS, of even date herewith, Declarant has conveyed to BEF REIT, Inc., an Ohio corporation ("BEF"), certain real estate located in the City of Camby, Hendricks County, Indiana and being more particularly described on Exhibit "B" attached hereto and made a part hereof ("Benefited Property"); and

WHEREAS, as a material consideration for the purchase of the Benefited Property by BEF and in light of the benefit to Declarant derived therefrom, Declarant has agreed to impose a limitation on the permitted use of the Burdened Property.

NOW THEREFORE, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Declarant, Declarant, for itself, its successors and assigns as owners or lessees of the Burdened Property, hereby declares that the Burdened Property is held and shall be conveyed, leased, developed and used subject to the following restrictions:

1. The Burdened Property shall not be used for the construction or operation of a family-style restaurant. A family style restaurant shall be defined to be a sit down, waiter/waitress served restaurant similar to a Bob Evans, Bill Knapp's, Shoney's, Cracker Barrel, Denny's, IHOP, Friendly's, Big Boy, Perkins, Eat-N-Park, Silver Diner, Waffle House or Country Kitchen. This deed restriction shall not include a fast food restaurant or any other restaurant that caters to the lunch/dinner family style restaurant consumer similar to Friday's, Bennigan's, Chi-Chi's, Applebee's, Texas Roadhouse, O'Charley's, Pizza King, Carrabba's, Chill's, Donato's, Golden Corral, Lonestar, Outback Steakhouse, Red Lobster, Brava Cantina, Roadhouse Grill, Ruby Tuesday, Steak N Shake, Tony Roma's, Tim Horton's, Darmon's, Rio Pablo's, Pizzeria Uno, On the Border, Ryan's, Ponderosa, MCL, Max & Erma's, Olive Garden or Culver's.
2. This restriction shall be a covenant running with the Burdened Property for the benefit of the Benefited Property and shall be binding upon the Declarant and all persons claiming under Declarant. This restriction shall automatically terminate if (i) BEF has not commenced construction of a family style restaurant upon the Benefited Property for a period of five (5) years from the date hereof; (ii) BEF discontinues operation of a family style restaurant for more than 180 days (not including periods of time for remodeling or reconstructing after a casualty); or (iii) the Benefited Property is repurchased by Declarant pursuant to the repurchase terms set forth in the Corporate Warranty Deed delivered to BEF by Declarant dated of even date herewith.
3. This restriction shall be incorporated in any deed or lease or other conveyance of any interest in the Burdened Property, or any portion thereof, during the term of this Declaration.
4. The Declarant acknowledges that BEF shall be entitled to specific performance in the event that the Declarant or its successors or assigns breaches its obligations under this Declaration. Such remedy shall be cumulative with and in addition to any other remedy BEF may have against the Declarant as a result of a breach of this Declaration.

N4-410329

212

Requested By: FWD 01/22/2004

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IN WITNESS WHEREOF, Declarant has executed and delivered this Declaration as of the day and year first above written.

CEDAR RUN LIMITED INC., an Indiana corporation

By [Signature]
Timmy J. Shrout, President

STATE OF INDIANA)
) SS:
COUNTY OF HENDRICKS)

The foregoing instrument was acknowledged before me this 29th day of March 2002 by Timmy J. Shrout, President of Cedar Run Limited, Inc., an Indiana corporation, on behalf of the corporation.

[Signature]
Notary Public



GREGORY A. BRUZAS, Notary Public
My Commission Expires: 1-28-2008
Residing in Hendricks County, IN

THIS INSTRUMENT PREPARED BY:
John M. Kantner, Esq.
5 West Waterloo Street
Canal Winchester, Ohio 43110
In/camby/declaration of restriction
3/13/02

RETURN TO: KRISTIE HANSEN
METROPOLITAN TITLE COMPANY
622 E. GRAND RIVER
HOWELL, MI 48843

Requested By: RWD 01/22/2004

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Exhibit "A"
"Burdened Property"

Lots 101, 102, 107, 108, and 109 in Heartland Crossing Business Park, Section Two, as per secondary plat thereof dated June 13, 2001 and recorded on July 31, 2001 under Instrument No. 200100022252 in Plat Cabinet 4, Slide 76, Pages 1A, 1B, 1C, 1D, and 1E in the records of the Recorder of Hendricks County, Indiana.

ALSO,

Lots 104 and 105 in the Replat of Lots 103, 104, and 105 in Heartland Crossing Business Park, Section Two as per plat thereof dated March 22, 2002 and recorded on April 3, 2002 under Instrument No. 200200011594 in Plat Cabinet 5, Slide 1, Page 1, in the records of the Recorder of Hendricks County, Indiana.

Exhibit "B"
"Benefited Property"

Lot 103 in the Replat of Lots 103, 104, and 105 in Heartland Crossing Business Park, Section Two as per plat thereof dated March 22, 2002 and recorded on April 3, 2002 under Instrument No. 200200011594 in Plat Cabinet 5, Slide 1, Page 1, in the records of the Recorder of Hendricks County, Indiana.