

COVENANTS
FOR
HOLIDAY PINES
HENDRICKS COUNTY

DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
HOLIDAY PINES
HORIZONTAL PROPERTY REGIME

THIS DECLARATION, made this _____ day of _____, 1998, by the "Declarant", Holiday Park Homes, Inc., an Indiana corporation.

WITNESSETH:

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

See Exhibit "A"

B. Whereas Declarant is the owner in fee simple of certain real estate within the above described real estate described as Section 1, Holiday Pines Horizontal Property Regime, and more particularly described as follows:

See Exhibit "B"

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

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

1. The following definitions shall apply throughout this Declaration:
 - (a) "Act" means the Horizontal Property Act of the State of Indiana, Acts 1963, Chapter 349, Section 1 through 31, as amended. The Act is incorporated herein by reference.
 - (b) "Additional Sections" means the real estate referred to in paragraph 16, which may in part or in whole from time to time be annexed to and included within "the regime" as provided in paragraph 16, all of which will be a part of the proposed tract.
 - (c) "Association" means the incorporated association of Co-Owners of "the Regime", more particularly described in paragraph 13.
 - (d) "Board of Managers" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act.

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- (e) "Building", if and when used, shall mean and be the same as "Dwelling Unit".
 - (f) "By-Laws" mean the By-Laws of the Association providing for the administration and management of the Property as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference.
 - (g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.
 - (h) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, except as otherwise expressly provided in this Declaration or the By-Laws, and all sums lawfully assessed against the owners by the association or as declared by the act, this declaration or the by-laws.
 - (i) "Co-Owners" means the Owners of all the Dwelling Units.
 - (j) "Declarant" means the Owner of the real estate described at the time of the filing of this Declaration, its successors and assigns to its interest herein, other than those persons who purchase Dwelling Units by deed from the Declarant, unless the conveyance indicated an intent that grantee become the Declarant.
 - (k) "Dwelling Unit" means one of the individual units constituting "the Regime", each individual unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration.
 - (l) "Formula" means the method set forth in paragraph 8 of this Declaration for computing the Percentage Interest applicable to each Dwelling Unit.
 - (m) "The Regime" means the name by which the Property and Horizontal Property regime shall be known.
 - (n) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.
 - (o) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to the Dwelling Unit.
 - (p) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the common areas and limited areas appertaining to each dwelling unit as determined in accordance with paragraphs 8 and 17 of this declaration.

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- (q) "Percentage Vote" means an Owner's percentage vote and is the relationship of his vote to the total eligible votes expressed as a percentage as determined in accord with paragraph 8 and 16 of this Declaration.
- (r) "Section" means a part of the tract upon which dwelling units are constructed and annexed to "the regime" as provided in paragraph 16. Each particular section shall be identified by an Arabic numeral designation corresponding to the order of annexation.
- (s) "Plans" means a plat showing the location of the building, the elevations, the dwelling units within the building, Arabic identification numbers for each dwelling unit and the outside dimensions for each building, duly certified, all of which is incorporated herein by reference. "Plans" also shall include the supplemental plans which shall be prepared, verified and filed with each supplemental declaration, depicting the location of the buildings, the dwelling units within the buildings, Arabic identification numbers for each dwelling unit and the outside dimensions for buildings, which are constructed on the sections of the tract when and if annexed to and made a part of "the regime".
- (t) "Property" means the Tract and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Tract and used in connection with the operation, use and enjoyment of "the Regime".
- (u) "Tract" means the total real estate described in paragraph A above.

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

3. Description of Dwelling Units. Holiday Pines, Section One, consists of

The dwelling units in the additional section or sections, when annexed, shall be identified numerically, the exact number of dwelling units to be identified and referred to in the supplemental declaration and supplemental plans annexing such section or sections to "the regime".

4. Identification of the Dwelling Unit. Each Dwelling Unit is also identified by an Arabic number on the Plans, same referring to the individual Dwelling Unit. 4

The legal description for each Dwelling Unit shall consist of the Arabic number designation of the particular Dwelling Unit along with the Arabic number designation of the building containing the Dwelling Unit.

5. Further Description of Dwelling Units.

- (a) **Boundaries:** The dimensions required to determine the boundaries of each dwelling Unit shall be shown on the Plans and will include all the space bounded by the bottom of the concrete garage floor and any covered porch slab, and the top of the floor joists to the bottom of all ceiling joists including garage and covered porch ceiling joists in a horizontal plane and the inside surfaces of all perimeter stud walls extended to include any covered porch in a vertical plane. In the event any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside the actual boundary line of the Dwelling Unit, but within the appropriate areas of the Dwelling Unit.
- (b) **Appurtenances:** Each Dwelling Unit shall consist of all space within the Boundaries thereof and all portions of the structure thereof situated, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended for common use. All fixtures, equipment and appliances intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, even if they are located partly or completely outside the boundaries of said Dwelling Unit. Those may include but are not limited to air conditioner condensing units.

6. Common Area and Facilities. Common areas mean and include (1) the Tract, (2) the yards, planting areas, and drainage areas, (3) central electricity, gas, and sanitary sewer mains, (4) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit, (5) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as being part of the Dwelling Unit as described in paragraph 5(b).

7. Limited Common Area and Facilities. Limited Areas and those Dwellings for which the use thereof is limited are as follows:

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- (a) **Front Porch.** The Front Porch through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
 - (b) **Driveways.** The driveways, walkways, and similar areas used for access to particular individual Dwelling Units serving such Dwelling Units are limited to the use of the Dwelling Unit so served.
 - (c) **Back Yard.** A ten foot area of even width parallel to and across the back of each unit shall serve as a limited common area for the use of that unit owner.

8. Ownership of Common Areas, Percentage Interest, and Percentage Vote. Each Owner shall have an undivided interest in the Common Areas and Limited Areas as tenants in common with all other Owners equal to his Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accord with the Formula set forth in paragraph 16 of this Declaration.

If the regime consists only of Section One, each dwelling unit's percentage interest shall be that as each unit bears to all units in the section. As sections are annexed, as permitted and contemplated by paragraph 16 of this declaration, upon execution of the applicable supplemental declaration, the percentage interest of each dwelling unit in the section or sections which are a part of the regime prior to such annexation shall automatically reduce in accord with the formula. The owners of dwelling units in the section or sections which are a part of the regime prior to such annexation shall be granted and receive a percentage interest in the common area of such section of the additional tract being annexed, the precise percentage interest to be determined according to the formula and designated in the supplemental declaration.

Each Owner shall have an equal vote on any matter upon which the Co-Owners are entitled to vote. Each Owner is entitled to one vote. A multiple Owner, meaning an Owner of more than one Unit, is entitled to multiple votes, that is one vote for each Unit owned.

The Percentage Interest appertaining to each Dwelling Unit as determined by paragraph 16 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Regime and the Association upon which the Co-Owners are entitled to vote, but not limited to, the election of the Board of Managers.

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

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Each owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines, and other common facilities.

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the act. In the event that for any year real estate taxes are not assessed and taxed on the Tract, or a part thereof, as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be determined as follows:

- (a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be a sum equal to that Owner's Percentage Interest multiplied by the total real estate taxes assessed against the land. Declarant will pay for the taxes on the real estate until annexed.
- (b) With respect to the real estate taxes assessed against the improvements, the respective Owners will be fully obligated to pay the amounts assessed against the same.
- (c) All other taxes assessed against the real estate or improvements shall be calculated by the same formula as set forth in (a) above and paid for according to each Co-Owner's Percentage Interest.

11. Utilities. Each Owner shall pay for his own utilities, which are separately metered. Utilities which are not separately metered shall be treated as and be paid as part of the Common Expenses.

12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to, police, fire, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas, and Limited Areas of "the Regime" in performance of their duties. An easement is also granted for all areas of "the Regime" including privately owned units, to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of such utilities, including but not limited to, water, sewers, gas, telephones, and electricity on the property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-Owners of the Dwelling Units in "the Regime" to be known as the Holiday Pines Condominiums Co-

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Owners Association, Inc. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

The Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the property.

14. Maintenance, Decoration, Repairs and Replacements. The Co-Owners' Association shall be responsible for the maintenance, repairs, decoration and replacement of the exterior of each Dwelling Unit except the glass portions and doors and garage doors. The Board of Managers reserve the exclusive right to determine the outside decor of each Dwelling Unit inclusive, but not exclusive of, color and paint, and all decor appurtenant to the aesthetics of each individual unit. Exclusive of those aesthetics that are visible from the outside of the Dwelling Units, each Owner shall control and reserve the right of decoration of his or her Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit which, if not repaired, might adversely affect any Dwelling Unit, Common Areas, or Limited Areas. Maintenance, repairs, and replacements and upkeep of the Common Areas shall be furnished by the Association as part of the Common Expenses.

The Board of Managers shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee same.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintain same.

15. Alterations, Additions, and Improvements. No Owner shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Dwelling Unit or within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion by Sections. Declarant anticipates that it will construct additional dwelling units on additional sections by expansion within the tract, all or part of which may be expanded in the manner hereinafter set forth, and subject to the provisions of the act. The general plan of development shall not exceed 58 units total. A time limit, not exceeding twelve (12) years, shall be the limit where additional sections may be added.

At any time prior to January 1, 2006, Declarant, at his option, may, but is not obligated to cause all or part of the additional section or sections within the tract to be expanded, subject to the following conditions:

- (a) Another section or sections may be annexed if the dwelling units to be constructed in such section or sections have been completed to such an extent that the units' location may be accurately set and the supplemental plans to be filed with the supplemental declaration are completed and certified to by the engineer or architect as fully and accurately depicting the layout, location, and dimensions of the dwelling units. Declarant shall reserve the right to determine the developmental standards of each section.
- (b) The dwelling units on any section to be annexed shall be constructed with labor and material of comparable quality to the dwelling units previously constructed although not necessarily of similar type floor plan, design or exterior.
- (c) Declarant, or its assign, shall be the sole owner of the fee simple title to the section or sections to be annexed.

Declarant expressly reserves the right no to annex any or all of the tract in sections after Section One. No owner shall acquire any rights whatsoever in the tract except as to those sections which are annexed to and made a part of the horizontal property regime. After each section is annexed, those co-owners owning dwelling units in the section or sections being turned over shall then incur and pay all common expenses attendant with that section or sections according to the formula and their respective percentage interest. Units under construction, models, and unsold units and the common areas associated with such units shall not be assessed and shall be maintained by the Declarant until sold.

17. Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other Owners and there shall be no differentiation based upon the size of such Dwelling Unit. Each Owner shall be equal as to the Percentage Interest and Percentage Vote.

The percentage interest appurtenant to each unit shall be computed and, upon the annexation of an additional section or sections, same shall be recomputed dividing among the then-existing dwelling unit owners an equal share to the extent that the total shares at all times equal 100%. The percentage interest and percentage vote shall be expressed as a fraction if necessary when the number of units is not evenly divisible into 100 so that the total interest and vote equals 100% at all times.

As each section is developed, Declarant shall record a supplemental declaration annexing and adding such section to this declaration and making it a part of "the regime". Declarant reserves the right to annex additional sections thereof that are not necessarily in

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numerical order shown on the plans. Such supplemental declaration shall contain the following:

- (a) A description of the real estate to be annexed;
- (b) A description of the dwelling units described in a manner consistent with this declaration;
- (c) The percentage interest of all dwelling units upon annexation, computed in accordance with the formula.

Each owner, by acceptance of a deed to a dwelling unit, acknowledges, consents, and agrees that the following rights and conditions shall be applicable upon the recording of each supplemental declaration:

- (a) The section described in each supplemental declaration shall be governed in all applicable respects by the provisions of this declaration.
- (b) The percentage interest applicable to each dwelling unit shall be automatically reallocated in accordance with the schedule set forth in such supplemental declaration, which shall be based upon the formula. On recording of each supplemental declaration, the amount by which the percentage interest of a dwelling unit is reduced thereby shall be deemed to release and divest that amount from such dwelling unit owner and revert to the Declarant, its successors and assigns.
- (c) Each deed, mortgage, or other instrument affecting a dwelling unit shall be deemed given subject to the limitation that the percentage interest appurtenant to each dwelling unit shall be, upon the recording of each supplemental declaration, altered in accordance with the supplemental declaration based upon the formula.
- (d) The percentage interest in the common areas and limited areas appurtenant to each dwelling unit shall be deemed to include any additional common areas and limited areas annexed hereto by a supplemental declaration, which supplemental declaration shall grant and convey to the owners the appropriate percentage interest, and each deed, mortgage, or other instrument affecting a dwelling unit shall be deemed to include such additional common areas and limited areas, and the ownership of any dwelling unit and lien of any mortgage shall automatically include and attach to such additional common area and limited area upon recording of such supplemental declaration.
- (e) The recording of a supplemental declaration shall not alter the amount of the lien for common expenses assessed to a dwelling unit in

a section already a part of the regime prior to such recording. The lien for the prorata share of common expenses for the sections annexed upon such recording shall be assessed and paid as provided in the by-laws.

(f) Each owner agrees for himself and all those claiming under him, including mortgagees, that this declaration and each supplemental declaration is and shall be deemed to be in accordance with the act, and for the purpose of this declaration and act, any changes in percentage interest as set forth in any supplemental declaration which is in accordance with the formula expressed herein, shall be deemed to be made by agreement of all owners.

(g) Each owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the sections in the tract in accordance with the provisions and intent of this paragraph 17.

(h) Each owner, by acceptance of a deed to a dwelling unit, shall thereby appoint Declarant or its nominee as such owner's attorney-in-fact for the purpose of reallocating from time to time the percentage interest appurtenant to such owner's dwelling unit in accordance with the provisions of this paragraph 16, and, to the extent required by law to carry out the intent of this paragraph 16, on behalf of such owner to consent to or vote in favor of the amendment of this declaration, as well as to do all things as contained in such agreement allowing Declarant to act as attorney-in-fact, which agreement for a power of attorney and power of attorney are incorporated herein by reference. The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest in the common areas, and shall be irrevocable and binding upon the heirs, successors and assigns of such owner, but shall expire when all of the additional tract has been annexed, Declarant turns the project over to the co-owners, or on January 1, 2006 or 6 months after the last unit is sold whichever first occurs.

In the event Declarant does not elect to annex additional sections within the tract or any part thereof, as permitted by this paragraph 16, Declarant shall file a supplemental declaration which shall permanently remove that part of the tract that has not been annexed from any right to be made a part of "the regime"; provided, however, any section for which a supplemental declaration has not been filed by January 1, 2006, shall automatically be removed from the possibility of becoming a part of "the regime" in the manner provided in this declaration. Upon the filing of such supplemental declaration removing a part of the additional tract from the possibility of becoming a part of "the regime" in accordance with this declaration, the percentage interest designed in the

declaration or supplemental declaration last filed shall not be altered without the consent of all owners. //

18. Easements to and From Additional Sections. In the event all or any part of the additional sections of the tract are not annexed, Declarant reserves unto itself, its successors and assigns, for the use and benefit of that part of the tract not annexed, the right and easement to enter upon the streets and common areas to provide ingress and egress to the additional sections. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadway and sidewalks for the owners and residents of the additional sections, their guests, invitees, and all public and quasi-public vehicles.

The easements granted and reserved in this paragraph 18 shall be easements and covenants running with the land and accruing to the benefit of the additional sections.

19. Insurance.

(a) The Co-Owners, through the association of Co-Owners, shall provide insurance that shall:

1) Provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the owners do not elect to restore pursuant to paragraph 18 below; and,

2) Contain a "replacement cost endorsement". Such insurance coverage shall be for the benefit of each owner and the association and, if applicable, the owner's mortgagee. The proceeds shall be payable to the association who shall hold such proceeds as trustee for the individual owners and mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this paragraph 17 and paragraph 18 of the declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of "the Regime" as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

Such insurance shall inure to the benefit of each individual owner, the association, the Board of Managers, and any managing agent or company acting on behalf of the association, as their interests may appear. The Owners, as well as the Lessees, if any, shall be able to recover losses insured where applicable.

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his owner dwelling unit, however caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored

elsewhere on the property. Each owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

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- (b) The Co-Owners through the association of Co-Owners shall purchase and pay for as part of the common Expenses, a master casualty policy affording fire and extended coverage insurance in an amount equal to the full replacement costs of the improvements that in whole, or in part, comprise the Common Areas and facilities. The Co-Owners through the Association of Co-Owners shall also purchase and pay for as part of the Common Expenses a master liability policy in an amount required by the By-Laws or Declaration as revised from time to time by a decision of the Board of Managers of the association, which policy shall cover the association of Co-Owners, the executive body, if any, the managing agent, if any, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to the condominiums, all condominium unit owners and all other persons entitled to occupy any unit or other portions of the condominium. Such other policies as may be required may be obtained and paid for as part of the common Expenses and in amounts as determined by the Board of Managers, by the Co-Owners through the association, including, without limitation, workmen's compensation insurance, liability insurance on motor vehicles owned by the association, specialized policies covering lands or improvements on which the association has or shares ownership or other rights, and officers' and managers' liability policies.
- (c) When any policy of insurance has been obtained by or on behalf of the association of Co-Owners, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Co-Owner or Mortgagee whose interest may be affected thereby by the officer required to send notices of meetings of the association of Co-Owners.

20. Disaster, Casualty and Restoration.

- (a) In case of fire or any other casualty or disaster, other than complete destruction of all buildings containing the condominium units, the improvements shall be reconstructed and the insurance proceeds applied to reconstruct the improvements.
- (b) In the event of complete destruction of all of the buildings containing condominium units, the building(s) shall not be reconstructed, except as otherwise provided, and the insurance proceeds, if any, shall be divided among the Co-Owner(s) proportioned according to the fair market value of all other condominiums and the property considered as to be removed from the condominium under section 28 of the Act unless by vote of two-thirds (2/3) of all of the Co-Owners a decision is made to rebuild the buildings, in which case the insurance proceeds shall be applied and any excess of construction costs over insurance proceeds shall be contributed as provided herein in the event of less than total destruction of the buildings.

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- (c) A determination of total destruction of the buildings containing condominium units shall be determined by a vote of two-thirds (2/3) of all Co-Owners at a special meeting of the association of Co-Owners called for that purpose.
- (d) Where the improvements are not insured or where the insurance proceeds are not sufficient to cover the cost of repair or reconstruction and the property is not to be removed from the horizontal property regime, the Co-Owners shall contribute the balance of any such costs in the percentage by which a condominium unit owner owns an undivided interest in the Common Areas and facilities as expressed in the Declaration. Such amount shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided in Section 24 of the Act.
- (e) If, pursuant to (a), (b) and (c) above, it is not determined by the Co-Owners to rebuild after a casualty or disaster has occurred, then in that event;
- 1) The property shall be deemed to be owned in common by the condominium unit owners;
 - 2) The undivided interest in the property owned in common which shall appertain to each condominium unit owner shall be the percentage of undivided interest previously owned by such owner in the Common Areas and facilities;
 - 3) Any liens affecting any of the condominium units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the condominium unit owner in property; and
 - 4) The property shall be subject to an action for partition at the suit of any condominium unit owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the condominium unit owners in a percentage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the condominium unit owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each condominium unit owner.

21. Sale of Dwelling by Declarant. For the purpose of maintaining the residential character of the Regime, and for the protection of the Co-Owners, Declarant specifically reserves the mode and method of the original sale of each Unit until the last unit in the Regime is sold.

22. Membership in the Co-Owners Association. The Tract is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration, all the rights and obligations accruing to a Dwelling Unit

shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Dwelling Unit, and the necessity and right to become a member of the Co-Owners Association, and to have a vote for each Dwelling Unit owned, pursuant to the formula heretofore set out.

23. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the Code of By-Laws of the Co-Owners Association. These Covenants and Restrictions are for the mutual benefit and protection of the present Owners and shall run with the land and inure to the benefit of and be enforceable by the Owner, Co-Owners or by the Association. Present Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions, but there shall be no right to reversion or forfeiture of title resulting from such violation.

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

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered. The amendments to declaration dealing with the additional sections and reassignment of percentage interest in the respective sections, however, are not subject to the conditions of this sections and may be adopted by the Board of Managers without notice.

The restrictions and prohibitions against amendments are further qualified by any right or grant given to the Declarant by virtue of the Agreement of Power of Attorney and Power of Attorney executed by the respective Owners in favor of the Declarant or its assigns, which Agreement and Power of Attorney are again incorporated herein by reference.

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

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

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than a majority of the Percentage Vote.

(e) Amendments. No amendment to this Declaration shall be adopted which changes:

1) The Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner's Liability for the Common Expense without approval of all of the Co-Owners, except as otherwise provided relating to annexation;

2) The provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein;

3) The provisions of paragraph 17 of this Declaration without the consent of the Declarant.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the Office of the Recorder of Hendricks County, Indiana, and such amendment shall not become effective until so recorded.

25. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants, and occupants of the Dwelling Unit shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Managers as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any dwelling unit shall constitute an agreement that the provisions of this Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length with in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy, or control a Dwelling Unit or Dwelling Units, or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the Rules and Regulations applicable thereto as each may be amended from time to time.

26. Rights of Mortgage Purchaser. In the event Federal Home Loan Mortgage Corp., or other purchaser of a mortgage of any property in this Regime should request or require it, the Declarant or Board of Managers may fully satisfy such requirements and the right to act for and on behalf of such Co-Owners with regard to same is hereby conferred, among other things in the Agreement for Power of Attorney and Power of Attorney executed herewith by each Co-Owner.

27. Negligence. Each Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, to the extent

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that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy, or abandonment of his Dwelling Unit or its appurtenances or of the common Areas or Limited Areas.

28. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners until six (6) months after the last Dwelling Unit is sold, the project is turned over to the Co-Owners Association, or January 1, 2006, whichever occurs first. In the event there is an annexation or annexations of an additional section or sections, the same rule will apply to amendments and supplements to this declaration as pertains to each individual section. Declarant also reserves the right to determine the mode and method of sale of the Dwelling Units until the last such unit is sold.

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

30. Waiver. No owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas or limited areas or by abandonment of his dwelling unit. Nor does the association waive the right to place a lien on the dwelling unit and foreclose same by failing to do so when payment is not timely made of the common expenses by the owner when due.

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

32. Plans. The Plans, as described in paragraph 1(q) of this Declaration, are incorporated into this Declaration by reference and have been filed in the Office of the Recorder of Hendricks County, Indiana, in Book _____, Page _____, as of _____, 199_____, and amended plans as may, from time to time, be so filed pursuant to this declaration, are also incorporated into this declaration.

33. Drainage and Sewer Easements. Declarant hereby reserves the open areas of the Tract as an undefined Drainage and Sewer Easement (D. & S. Easement). In doing so, it is the intention of Declarant to provide the needed flexibility to itself to properly install and allow to be maintained all sewer and drainage services, to the dwelling units constructed. The D. & S. Easement shall include all common areas. No other improvements or permanent structures (excluding walkways, pavement or driveways and fences) shall be placed within the D. & S. Easements and any fences so installed shall be and are expressly subject to the rights (including the right to remove where reasonably

necessary without duty of replacement or reimbursement) of any public or private utility to construct, maintain, repair or remove any necessary facilities and the right of Declarant (while he develops the tract) and the Association to provide for and maintain appropriate drainage.

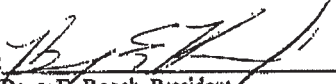
M

34. Additional Easement Rights. Declarant further reserves unto itself an easement and the full right, title and authority to relocate, alter or otherwise change the location of any drainage, utility, and sewer easement and to grant such further easements, licenses and right-of-way, temporary or permanent, exclusive or non-exclusive, surface or otherwise, as Declarant may deem necessary or appropriate, for ingress, egress, utility and similar purposes on or within the Tract or any portion of the Tract.

Declarant further reserves the right to more specifically describe or to change the description of any such drainage, utility and sewer easement, or other easement Plat or amendment to the Plat recorded in the Office of the Recorder of Hendricks County, Indiana and any Owner of any Dwelling Unit shall take title subject to the rights and easements reserved herein; provided, however, the rights reserved in this Section shall not be exercised in a manner which unreasonably and adversely affects any building or portion thereof or which unreasonably restricts the rights of ingress and egress to any Dwelling Unit. The rights and easements reserved by Declarant in this Section shall run with the land and Declarant's right to further alter or grant easements shall automatically terminate one (1) year after Declarant shall have conveyed the last dwelling unit within the property or on January 1, 2006, whichever first occurs.

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

HOLIDAY PARK HOMES, INC.

BY: 
Barry E. Roach, President

9800031123
Filed for Record in
HENDRICKS COUNTY IN
JOY BRADLEY
On 11-17-1998 At 03:16 pm.
DECLARATION 50.00
Vol. 89 Pg. 182 - 202

STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me, a Notary Public in and for said County and State, personally appeared Barry E. Roach, President of Holiday Park Homes, Inc., who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership.

Witness my hand and seal this 21 day of October, 1998.

My commission expires:

8-4-2000

Toni L. McGhee
(Signature)

Printed: Toni L. McGhee
County of Residence: Hendricks



THIS INSTRUMENT PREPARED BY:
CHARLES E. HOSTETTER, ATTORNEY AT LAW
HOSTETTER & O'HARA
515 NORTH GREEN STREET, SUITE 200
BROWNSBURG, IN 46112

nw9809/holpines.fpr

Exhibit "A"

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That portion of the Southwest quarter of the Northwest quarter of Section 24, Township 16 North, Range 1 East of the Second Principal Meridian, Hendricks County, Indiana, described as follows:

Considering the West line of said Northwest quarter as bearing North 00 degrees 00 minutes 00 seconds East with all bearings contained herein being relative thereto.

Commencing at a railroad spike found per county ties marking the Southwest corner of said Northwest quarter; thence North 00 degrees 00 minutes 00 seconds East along the West line of said Northwest quarter 590.20 feet to the Northwest corner of Capps' and Redman's land as described in deed recorded in Deed Book 295, page 352, in the Office of the Recorder of said county, said point being the POINT OF BEGINNING; thence North 88 degrees 38 minutes 00 seconds East along the north line of said land 266.40 feet; thence South 00 degrees 00 minutes 00 seconds West along the east line of said land 147.50 feet; thence North 88 degrees 38 minutes 00 seconds East along the North line of said land and its easterly extension 1070.32 feet to the East line of the Southwest quarter of said Northwest quarter; thence North 00 degrees 04 minutes 44 seconds East along said East line 854.99 feet to the Northeast corner of said Southwest quarter quarter section; thence North 89 degrees 39 minutes 10 seconds West along the North line of said Southwest quarter quarter section 1337.54 feet to the Northwest corner thereof; thence South 00 degrees 00 minutes 00 seconds West along the West line of said Southwest quarter quarter section 747.48 feet to the POINT OF BEGINNING.

The above described parcel contains 25.95 acres, more or less, subject to all easements and rights of way of record.

EXHIBIT "B"

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LAND DESCRIPTION
Holiday Pines Horizontal Property Regime, Section One

That portion of Block "A", Holiday Pines, the Plat of which is recorded as Instrument No. 98-30575 in Plat Cabinet 1, Slide 186, Pages 1A & 1B in the Office of the Recorder of Hendricks County, Indiana, described as follows:

Commencing at the Northwest corner of said Holiday Pines, thence South 00 degrees 00 minutes 00 seconds West along the west line of said Holiday Pines 185.05 feet to the westerly extension of the north line of Block "A" of said plat; thence South 89 degrees 47 minutes 00 seconds East along said westerly extension 59.85 feet to the **Point of Beginning**, being on said north line of Block "A"; thence continue South 89 degrees 47 minutes 00 seconds East along said north line 101.89 feet to the beginning of a tangent curve to the right having a radius of 15.00 feet, and a central angle of 89 degrees 47 minutes 00 seconds; thence southeasterly along the arc of said curve and said north line 23.50 feet to the east line of Block "A"; thence tangent with said curve South 00 degrees 00 minutes 00 seconds West along said east line 76.71 feet; thence North 89 degrees 47 minutes 00 seconds West 131.69 feet to the west line of Block "A"; thence North 00 degrees 00 minutes 00 seconds East along said west line 76.81 feet to the intersection with the northwesterly line of Block "A"; thence North 45 degrees 06 minutes 30 seconds East along said northwesterly line 20.96 feet to the **Point of Beginning**. Containing 11,912 square feet, more or less, subject to all easements and rights-of-way of record.

The above described parcel contains Unit 34.

ALSO:

That portion of Block "C", Holiday Pines, the Plat of which is recorded as Instrument No. 98-30575 in Plat Cabinet 1, Slide 186, Pages 1A & 1B in the Office of the Recorder of Hendricks County, Indiana, described as follows:

Commencing at the Northwest corner of said Holiday Pines, thence South 00 degrees 00 minutes 00 seconds West along the west line of said Holiday Pines 460.45 feet to the westerly extension of the north line of Block "C" of said plat; thence South 89 degrees 47 minutes 00 seconds East along said westerly extension 236.73 feet to the **Point of Beginning**, being on said north line of Block "C"; thence continue South 89 degrees 47 minutes 00 seconds East along said north line 103.51 feet; thence South 00 degrees 13 minutes 00 seconds West 85.85 feet; thence South 70 degrees 12 minutes 55 seconds West 107.46 feet to the westerly line of Block "C" and the beginning of a non-tangent curve to the right having a radius of 205.00 feet, a central angle of 19 degrees 47 minutes 05 seconds, and a radial line passing through said point which bears South 70 degrees 12 minutes 55 seconds West; thence northerly along said westerly line and the arc of said curve 70.79 feet; thence tangent with said curve North 00 degrees 00 minutes 00 seconds East along the west line of Block "C" 43.23 feet to the beginning of a tangent curve to the right having a radius of 10.00 feet and a central angle of 90 degrees 13 minutes 00 seconds; thence northeasterly along said west line and the arc of said curve 15.75 feet to the **Point of Beginning**. Containing 11,740 square feet, more or less, subject to all easements and rights-of-way of record.

The above described parcel contains Unit 35

ALSO:

That portion of Block "C", Holiday Pines, the Plat of which is recorded as Instrument No. 98-30575 in Plat Cabinet 1, Slide 186, Pages 1A & 1B in the Office of the Recorder of Hendricks County, Indiana, described as follows:

Commencing at the Northwest corner of said Holiday Pines, thence South 00 degrees 00 minutes 00 seconds West along the west line of said Holiday Pines 460.45 feet to the westerly extension of the north line of Block "C" of said plat; thence South 89 degrees 47 minutes 00 seconds East along said westerly extension and the north line of Block "C" 991.22 feet to the **Point of Beginning**; thence continue South 89 degrees 47 minutes 00 seconds East along said north line 81.62 feet; thence South 00 degrees 13 minutes 00 seconds West 118.81 feet; thence North 89 degrees 47 minutes 00 seconds West parallel with said north line 81.62 feet; thence North 00 degrees 13 minutes 00 seconds East 118.81 feet to the **Point of Beginning**. Containing 9,697 square feet, more or less, subject to all easements and rights-of-way of record.

The above described parcel contains Unit 44.

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Page 2 of 2

EXHIBIT "B" cont.

ALSO:

That portion of Block "C", Holiday Pines, the Plat of which is recorded as Instrument No. 98-30575 in Plat Cabinet 1, Slide 186, Pages 1A & 1B in the Office of the Recorder of Hendricks County, Indiana, described as follows:

Commencing at the Northwest corner of said Holiday Pines, thence South 00 degrees 00 minutes 00 seconds West along the west line of said Holiday Pines 460.45 feet to the westerly extension of the north line of Block "C" of said plat; thence South 89 degrees 47 minutes 00 seconds East along said westerly extension and the north line of Block "C" 506.50 feet; thence South 00 degrees 13 minutes 00 seconds West 118.81 feet to the **Point of Beginning**; thence South 89 degrees 47 minutes 00 seconds East parallel with said north line 163.94 feet; thence South 01 degrees 22 minutes 00 seconds East 132.11 feet to the south line of Block "C"; thence South 88 degrees 38 minutes 00 seconds West along said south line 163.88 feet; thence North 01 degrees 22 minutes 00 seconds West 136.64 feet to the **Point of Beginning**. Containing 22,022 square feet, more or less, subject to all easements and rights-of-way of record.

The above described parcel contains Units 52 and 53.

ALSO:

That portion of Block "D", Holiday Pines, the Plat of which is recorded as Instrument No. 98-30575 in Plat Cabinet 1, Slide 186, Pages 1A & 1B in the Office of the Recorder of Hendricks County, Indiana, described as follows:

Commencing at the Northwest corner of said Holiday Pines (the following four courses being along the west and south lines of said Holiday Pines); 1) thence South 00 degrees 00 minutes 00 seconds West 747.48 feet; 2) thence North 88 degrees 38 minutes 00 seconds East 266.40 feet to the **Point of Beginning**; 3) thence South 00 degrees 00 minutes 00 seconds West 147.50 feet; 4) thence North 88 degrees 38 minutes 00 seconds East 186.48 feet; thence North 01 degrees 22 minutes 00 seconds West 115.00 feet to the north line of Block "D" of said plat; thence South 88 degrees 38 minutes 00 seconds West along said north line 12.24 feet to the beginning of a tangent curve to the right having a radius of 255.00 feet and a central angle of 37 degrees 29 minutes 34 seconds; thence northwesterly along said north line and the arc of said curve 166.87 feet; thence South 36 degrees 07 minutes 34 seconds West 25.48 feet to the **Point of Beginning**. Containing 24,561 square feet, more or less, subject to all easements and rights-of-way of record.

The above described parcel contains Units 27 and 28.

**EIGHTH SUPPLEMENTAL DECLARATION OF COVENANTS
AND RESTRICTIONS OF HORIZONTAL PROPERTY OWNERSHIP
HOLIDAY PINES HORIZONTAL PROPERTY REGIME**

This Eighth Supplemental Declaration, made this 29th day of ~~SEPTEMBER~~ 1999, by Holiday Park Homes, Inc., an Indiana Corporation ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

See "Attachment A" for legal description

(hereinafter referred to as "Holiday Pines Horizontal Property Regime Section Nine".)

B. On the 2nd day of November, 1998, Declarant executed a Declaration of Horizontal Property Ownership, Holiday Pines Horizontal Property Regime, which Declaration was recorded in the office of the Recorder of Hendricks County, Indiana on the 17th day of November, 1998, as Instrument No. 9800031123, in Book No. 89, pages 182-202 (the "Declaration"). Incorporated into the Declaration by reference are the Articles of Incorporation and Code of By-Laws of Holiday Pines Co-Owners Association, Inc. The Declaration, the Articles of Incorporation, and By-Laws of Holiday Pines Co-Owners Association, Inc. are incorporated herein by reference and all the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Holiday Pines Horizontal Property Regime, Section Nine, is part of the tract described in Paragraph A and Paragraph 16 of the Declaration. Paragraph 16 of the Declaration provides that all or part of the tract may be annexed to Holiday Pines Horizontal Property Regime, Section One, incorporated into the Declaration, and the Owners thereof become members of Holiday Pines Co-Owners Association, Inc. in accordance with the conditions in Paragraphs 16 and 17 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Holiday Pines Horizontal Property Regime, Section Eight, to the tract of Holiday Pines Horizontal Property Regime have been met and Declarant, by execution of this Supplemental Declaration, hereby incorporates Holiday Pines Horizontal Property Regime, Section Nine, into the Declaration and as annexed to Holiday Pines Horizontal Property Regime.

199900028492
Filed for Record in
HENDRICKS COUNTY IN
THERESA D LYNCH
On 09-30-1999 At 02:47 pm.
COVENANTS 20.00
OR Book 144 Page 80 - 84

23

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NOW THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby declares that Holiday Pines Section Nine, and other appurtenant easements, dwelling units, buildings, improvements and property of every kind and nature whatsoever, real, personal or mixed located thereon, is hereby annexed to Holiday Pines Horizontal Property Regime and made part of the Declaration as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Articles, the By-Laws and the rules and regulations as adopted by the Board of Directors as each may be amended from time to time. Holiday Pines Horizontal Property Regime, Section Nine, hereafter and for all purposes shall be included in the definition of Tract as defined in Paragraph 1(u) of the Declaration.

2. Description of Holiday Pines Horizontal Property Regime, Section Nine. Holiday Pines Horizontal Property Regime, Section Nine, consists of two buildings, numbered Building 20 with one unit included in the building numbered unit 20, and Building 55 with one unit included in the building numbered unit 55, together with the Common Area as designated on the Plat. The Common Area and the size of the units are as designated on the Plat.

3. Percentage Interest. The Owner of each dwelling unit, including the owners of Section One, Section Two, Section Three, Section Four, Section Five, Section Six, Section Seven, Section Eight, and Section Nine annexed by this Supplement, shall each have a percentage interest in the Common Areas and Limited Areas and a corresponding percentage vote of 4 %.

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

5. Supplemental Plat. The plat of Section Nine of Holiday Pines Horizontal Property Regime, has been recorded in the office of the Recorder of Hendricks County, Indiana on the _____ day of _____, 1999, and is incorporated herein by reference.

EXECUTED the day and year hereinabove written.

HOLIDAY PARK HOMES, INC.

BY: 
Harry E. Roach, President

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STATE OF INDIANA)
)SS:
COUNTY OF HENDRICKS)

Before me a Notary Public in and for said County and State, personally appeared Barry E. Roach, an officer of Holiday Park Homes, Inc., who acknowledged the execution of the above and foregoing Eighth Supplemental Declaration of Covenants and Restrictions for Holiday Pines, Section Nine, Horizontal Property Ownership, of and on behalf of said Corporation.

Witness my hand and Notarial Seal this 28 day of September, 1999.

My Commission Expires: 11/15/06
County of Residence: Hendricks

Amy M. Morris
Notary Public
Amy M. Morris
Printed Name of Notary Public

*This instrument prepared by
Charles E. Hostetter
HOSTETTER & O'HARA
515 North Green Street, Suite 200
Brownsburg, IN 46112
(317) 852-2422*

Sep-24-99 12:48P

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P.02

ATTACHMENT "A"

BANNING ENGINEERING, P.C.
 698 TOWER ROAD, SUITE 100
 PLAINFIELD, IN 46168
 Phone 317-839-2581 / Fax 838-9171
 E-mail banning@banning-eng.com

Job No.: 97-3-130
 0112

LAND DESCRIPTION

Holiday Pines Horizontal Property Regime, Section Nine

That portion of Block "D", Holiday Pines, the Plat of which is recorded as Instrument No. 9800030575 in Plat Cabinet 1, Slide 186, Page 1 A and 1 B, and Certificate of Correction recorded as Instrument No. 9800031376 in Volume 89, Page 1052 in the Office of the Recorder of Hendricks County, Indiana, described as follows:

Commencing at the Northwest corner of said Holiday Pines with the following five (5) courses being along the west and south lines of said Holiday Pines; 1) thence South 00 degrees 00 minutes 00 seconds West 747.48 feet; 2) thence North 88 degrees 38 minutes 00 seconds East 266.40 feet; 3) thence South 00 degrees 00 minutes 00 seconds West 147.50 feet; 4) thence North 88 degrees 38 minutes 00 seconds East 667.73 feet to the Point of Beginning; 5) thence continue North 88 degrees 38 minutes 00 seconds East 80.00 feet to the southwest corner of that land platted around Unit 19 of Holiday Pines Horizontal Property Regime, Section 6 as per plat thereof recorded as Instrument No. 9900016784 in Plat Cabinet 2, Slide 100, Pages 2 A, B, and C in said county records; thence North 01 degree 22 minutes 00 seconds West along the west line of said land 115.00 feet to the northwest corner thereof and the north line of said Block "D"; thence South 88 degrees 38 minutes 00 seconds West along said north line 80.00 feet; thence South 01 degree 22 minutes 00 seconds East 115.00 feet to the Point of Beginning. Containing 9,200 square feet, more or less, subject to all easements and rights-of-way of record.

The above described parcel contains Unit 20.

ALSO:

That portion of Block "C", Holiday Pines, the Plat of which is recorded as Instrument No. 9800030575 in Plat Cabinet 1, Slide 186, Page 1 A and 1 B, and Certificate of Correction recorded as Instrument No. 9800031376 in Volume 89, Page 1052 in the Office of the Recorder of Hendricks County, Indiana, described as follows:

Commencing at the Northwest corner of said Holiday Pines, thence South 00 degrees 00 minutes 00 seconds West along the west line of said Holiday Pines 460.45 feet to the westerly extension of the north line of Block "C" of said plat; thence South 89 degrees 47 minutes 00 seconds East along said westerly extension and the north line of Block "C" 340.24 feet to the northwest corner of that land platted around Unit 36 of Holiday Pines Horizontal Property Regime, Section 7 as per plat thereof recorded in Instrument No. 9900022213 in Plat Cabinet 2, Slide 120, Pages 2A, B, and C in said county records; thence South 00 degrees 13 minutes 00 seconds West along the west line of said land 85.85 feet to the westerly corner thereof; thence South 32 degrees 41 minutes 20 seconds East along the southeasterly line of said land 39.26 feet to the southwest corner thereof, said point being the Point of Beginning; thence South 89 degrees 47 minutes 00 seconds East along the south line of said land and the easterly extension thereof 68.84 feet; thence South 01 degree 29 minutes 47 seconds West on a line being radial

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Sep-24-99 12:48P

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P.03

ATTACHMENT "A" (Continued)

with the following curve 138.66 feet to the south line of said Block "C" and the beginning of a non-tangent curve to the right having a radius of 205.00 feet and a central angle of 22 degrees 27 minutes 44 seconds; thence westerly and northwesterly along the arc of said curve 80.37 feet to the southeast corner of that land platted around Unit 56 of Holiday Pines Horizontal Property Regime, Section 5 as per plat thereof recorded as Instrument No. 9900011116 in Plat Cabinet 2, Slide 73, Pages 2A, B, and C in said county records; thence North 05 degrees 57 minutes 50 seconds East along the east line of said land 121.94 feet to the Point of Beginning. Containing 9,816 square feet, more or less, subject to all easements and rights-of-way of record.

The above described parcel contains Unit 55.