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Instrument
9909904781

BY-LAWS
OF
STONE HARBOUR MASTER ASSOCIATION, INC.

9909904781
Filed for record in
HAMILTON COUNTY, INDIANA
MARY L. CLARK
On 01-22-1999 at 03:36 pm.
MISC 35.00

ARTICLE I

NAME AND LOCATION

The name of the corporation is Stone Harbour Master Association, Inc., hereinafter referred to as "Association." The principal office of the Association shall be located at 11350 North Meridian Street, Suite 150, Carmel, Indiana 46032, but meetings of Member and Directors may be held at such places within the State of Indiana, as may be designated by the Board of Directors.

Article II

DEFINITIONS

Section 1. "Association" shall mean and refer to Stone Harbour Master Association, Inc., an Indiana not-for-profit corporation, its successors and assigns.

Section 2. "Easements" shall mean and refer to the easements contained in the Declaration of Covenants, Conditions, Easements and Restrictions applicable to the Properties recorded in the Office of the Hamilton County Recorder, Hamilton County, Indiana (the "Declaration").

Section 3. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map or plat of the Properties which is intended to be sold as a separate unit or any unit shown upon any recorded condominium plat.

Section 4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered to be the Owner of the Lot if: (1) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (2) the vendee shall furnish proof of such delegation to the Association.

Section 5. "Declarant" shall mean and refer to Rottlund Homes of Indiana, L.P., a Minnesota Limited Partnership.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, Easements and Restrictions of

the Stone Harbour Master Association, Inc. recorded in the Office of the Hamilton County Recorder, Hamilton County, Indiana.

Section 7. "Property" or "Properties" shall have the meaning set forth in the Declaration.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. Any other terms used in these By-Laws shall have the definition set forth in the Declaration.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings.

The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock p.m., or such other date and time as is designated by the Association by written notice to the Members. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

An annual report shall be prepared by the Association and shall be provided to each Member at or prior to the annual meeting. The annual report shall include:

- a. a statement of any capital expenditures in excess of two percent (2%) of the current budget, or \$5,000.00, whichever is greater, approved by the Association for the current fiscal year or succeeding two (2) fiscal years;
- b. a statement of the balance in any reserve or replacement fund;
- c. a copy of the statement of revenues and expenses for the Association's last fiscal year and a balance sheet as of the end of said fiscal year;
- d. a statement of the status of any pending litigation or judgments to which the Association is a party;
- e. a statement of the insurance coverage provided by the Association;

- f. a statement of the total past due assessments on all units, current as of not more than sixty (60) days prior to the date of the meeting.

Section 2. Special Meetings.

Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote twenty percent (20%) of all of the votes of the Association.

Section 3. Notice of Meetings.

Except as provided in the Declaration, written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than twenty-one (21) days nor more than thirty (30) days before each annual meeting and not less than seven (7) nor more than thirty (30) days before each special meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum.

The presence at the meeting of Members entitled to cast, or of proxies entitled to cast twenty percent (20%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of the Member's Lot.

ARTICLE IV

VOTING RIGHTS

Section 1. Classes of Membership.

The Association shall have three (3) classes of voting membership:

Class A. Class A members shall be all Owner Members with the exception of the Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote of any Owners be split with respect to any Lot. In the event that the Owners fail to determine how to cast any vote, no vote shall be cast.

Class B. Class B members shall be all Member Associations. Each Member Association shall have a number of votes equal to the number of the Lots which are part of the Member Association. The vote of each Member Association shall be exercised by the duly authorized representative of the Member Association. The vote of the Member Association shall be cast as a single vote without division based upon the number of votes of the Member Association.

Class C. The Class C members shall be the Declarant and shall be entitled to three (3) votes for each Lot which is not part of a Member Association. The Class C membership shall cease and be converted to Class A membership sixty (60) days after Declarant has conveyed the last Lot subject to Class C membership.

ARTICLE V

SELECTION OF BOARD OF DIRECTORS AND TERM OF OFFICE

Section 1. Number.

The affairs of the Association shall be managed by a Board of three (3) Directors (the "Initial Board"), who need not be Members of the Association, until sixty (60) days after there are no Class C members, at which time a special meeting will be held and a Board of nine (9) Directors shall be elected, according to the procedures outlined in Section 2 of this Article.

The Initial Board shall consist of Patrick K. Duggan, President; Diane Norman, Vice President; and Kim Kirch, Secretary/Treasurer.

Section 2. Term of Office.

At the special meeting to be held pursuant to Section 1 of this Article, the Members shall elect three (3) Directors for a term of one (1) year, three (3) Directors for a term of two (2) years, and three (3) Directors for a term of three (3) years. At each annual meeting thereafter the Members shall elect three (3) Directors for a term of three (3) years. At such time, all Directors shall be Owners. Further, at such time, not more than one (1) Director shall be from the same Member Association or from any subdivision without a Member Association.

Section 3. Removal.

Any Director may be removed from the Board, with or without cause, by a majority vote of each class of Members of the Association. In the event of death, resignation or removal of a Director, a successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation.

No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of the Director's duties.

Section 5. Action Taken Without a Meeting.

The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination

Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association or Members of the Board of Directors. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting

until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election.

Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETINGS OF DIRECTORS

Section 1. Regular Meetings.

Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board of Directors. Should such meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings.

Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum.

A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the Act of the Board.

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers.

The Board of Directors shall have power to:

- a. suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any levied assessment. Such rights may also be suspended after notice and hearing, for a period no to exceed sixty (60) days for infraction of published rules and regulations;
- b. exercise all powers, duties and authority vested in or delegated to the Board of Directors and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- c. declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;
- d. employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- e. maintain easements in favor of the Association;
- f. perform such other duties as are set forth in the Declaration;
- g. adopt, amend and revoke rules and regulations and, after notice and an opportunity to be heard, impose sanctions, including reasonable fines, for violations of rules and regulations, the Articles of Incorporation, the Declaration and these By-Laws;
- h. join in any plats or declarations of any property subject to the Declaration, including additions and annexation, and to release from the Declaration any portion of the property which is dedicated or otherwise committed by public purposes.

Section 2. Duties.

It shall be the duty of the Board of Directors to:

- a. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members of each class or Members who are entitled to vote;
- b. supervise all officers, agents and employees of the

Association, and to see that their duties are properly performed.

- c. as more fully provided in the Declaration, to:
- (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and,
 - (3) foreclose the lien against any Property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same;
- d. issue, or to cause an appropriate authorized representative of the Association to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- e. procure and maintain adequate liability and hazard insurance on Property owned by the Association;
- f. cause all officers or employees having fiscal responsibility to be bonded, as it may deem appropriate.

ARTICLE IX

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers.

The officers of the Association shall be a president and vice president, who shall at all times be Members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers.

The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term.

The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointment.

The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, having such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal.

Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President and the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies.

A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer being replaced.

Section 7. Multiple Offices.

The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties.

The duties of the officers are as follows:

President. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Vice President. The Vice President shall act in the place of the President in the event of the absence of the President or the President's inability or refusal to act, and shall exercise and discharge such other duties as may be required of the Vice President by the Board.

Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; and shall perform such other duties as required by the Board.

Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual review of the Association's books to be made by a public accountant at the completion of each year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Membership at its regular meeting, and deliver a copy of each to the Members.

ARTICLE X

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the Property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the date, the assessment shall bear interest from the due date at the rate of eight percent (8%) per annum, and

the Association may bring an action at law against the Owners personally obligated to pay the same or foreclose the lien against the Property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein.

ARTICLE XIII

CORPORATE SEAL

The Association shall not have a corporate seal.

ARTICLE XIV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV

FHA/VA

As long as there is a Class C membership, the following actions require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties, dedication of Common Area or amendment of the By-Laws.

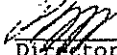
ARTICLE XVI

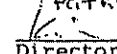
MISCELLANEOUS


The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of the Association have hereunto set our hands on this the 29th day of December, 1998.

STONE HARBOUR MASTER ASSOCIATION, INC.

By: 
Director
Patrick K. Duggan

By: 
Director
Kim Kirch

By: 
Director
Diane Norman

CFC\doc\stone harbour-bylaws

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Patrick K. Duggan, Director of Stone Harbour Master Association, Inc. who acknowledged the execution of the foregoing, and who have been duly sworn upon his oath, stated that the representations therein contained are true.

~~~~~  
Angela L. Locascio  
Notary Public, State of Indiana  
Boone County  
My Commission Exp. 08/15/2000  
~~~~~

Patrick K. Duggan

NOTARY PUBLIC

Resident of _____ County
Commission Expires: _____



STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Kim Kirch, Director of Stone Harbour Master Association, Inc., who acknowledged the execution of the foregoing, and who have been duly sworn upon her oath, stated that the representations therein contained are true.

~~~~~  
Angela L. Locascio  
Notary Public, State of Indiana  
Boone County  
My Commission Exp. 08/15/2000  
~~~~~

Kim Kirch

NOTARY PUBLIC

Resident of _____ County
Commission Expires: _____



STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Kim Kirch, Director of Stone Harbour Master Association, Inc. who acknowledged the execution of the foregoing, and who have been duly sworn upon her oath, stated that the representations therein contained are true

~~~~~  
Angela L. Locascio  
Notary Public, State of Indiana  
Boone County  
My Commission Exp. 08/18/2000  
~~~~~

Angela L. Locascio

NOTARY PUBLIC

Resident of _____ County
Commission Expires: _____



This instrument prepared by Cameron F. Clark, Attorney at Law, Clark, Quinn, Moses & Clark, One Indiana Square, Suite 2200, Indianapolis, Indiana 46204-2011. (317) 637-1321

Instrument
9909904783

DECLARATION OF COVENANTS, CONDITIONS,
EASEMENTS AND RESTRICTIONS

9909904783
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 01-22-1999 At 03:36 pm.
DEC COV RES 38.00

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STONE HARBOUR MASTER ASSOCIATION, INC.

THIS DECLARATION, made on the date hereinafter set forth by Rottlund Homes of Indiana Limited Partnership, a Minnesota Limited Partnership, hereinafter referred to as "Declarant,"

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the City of Noblesville, County of Hamilton, State of Indiana, which is more particularly described as:

See Exhibit "A" attached hereto

(the "Property"), which Declarant intends to develop as a residential planned unit development; and

WHEREAS, Declarant desires that all of the Property shall be subject to certain uniform covenants, conditions, easements and restrictions.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold, and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Stone Harbour Master Association, Inc., a not-for-profit corporation formed pursuant to Indiana Corporation Law, its successors and assigns, which Association is a planned community and which shall be a master association under the provision of any applicable law of the State of Indiana.

Section 2. "Common Area", "Limited Common Area" and "Limited Area" shall mean and refer to those areas within Stone Harbour and more particularly described in Section 5 of the Declaration of Horizontal Property Ownership for The Gardens of Stone Harbour and in Article II, Section 5, of the Declaration of Covenants, Conditions and Restrictions for The Cottages of Stone

Harbour Phase I, Phase II, and Phase III. "Common Area" shall also include any other lots, or Common Area(s) conveyed to the Association after the date heretof.

Section 3. "Declarant" shall mean and refer to Rottlund Homes of Indiana, L.P., a Minnesota Limited Partnership, its successors and assigns.

Section 4. "Lot" shall mean and refer to any plat of land shown upon any recorded subdivision map or plat of the Properties which is intended to be sold as a separate unit or any unit shown upon any recorded condominium plant.

Section 5. "Members" or "Member" shall refer to any Member Association or to any Owners who are not participants in any Member Association.

Section 6. "Member Association" shall mean and refer to any association of Owners of Lots located in a specific and separately identified subdivision or plat of a part of the Properties.

Section 7. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Where any such Lot is being sold by the fee owner to a contract vendee who is entitled to possession of the Lot, the contract vendee shall be considered to be the owner of the Lot if: (1) the rights of the contract vendor hereunder are delegated to the vendee under such contract for deed; and (2) the vendee shall furnish proof of such delegation to the Association.

Section 8. "Owner Members" shall mean and refer to any owner who is not a part of any Member Association.

Section 9. "Properties" shall mean and refer to that certain real property hereinabove described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 10. "Public Rights-of-Way" shall mean and refer to the rights-of-way as recorded in the Hamilton County Recorders Office as Instrument No. 9841529, on July 29, 1998.

ARTICLE II

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Member Association and every Owner Member shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have three classes of voting membership:

Class A. Class A Members shall be all Owner Members with the exception of the Declarant and shall be entitled to one (1) vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall the vote of any Owners be split with respect to any Lot. In the event that the Owners fail to determine how to cast any vote, no vote shall be cast.

Class B. Class B Members shall be all Member Associations. Each Member Association shall have a number of votes equal to the number of the Lots which are part of the Member Association. The vote of each Member Association shall be exercised by the duly authorized representative of the Member Association. The votes of an Member Association shall be cast as a single vote without division based upon the number of votes of the Member Association.

Class C. The Class C Members shall be the Declarant and shall be entitled to three (3) votes for each Lot which is not part of a Member Association. The Class C membership shall cease and be converted to Class A membership sixty (60) days after Declarant has conveyed the last lot subject to Class C membership.

ARTICLE III

COVENANT FOR MAINTENANCE AND INSURANCE PREMIUM ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed or contract for deed therefor, whether or not it shall be so expressed in such deed or contract, is deemed to

covenant and agree to pay to the Association:

- (1) general annual assessments or charges,
- (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The general annual, master insurance premiums and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the purposes of the Association as set forth in Article IV hereof.

Section 3. Assessments for Member Associations. Any assessments for Lots which may be a part of a Member Association shall be assessed to the appropriate Member Association and shall be a lien against the Lot of each Owner who is a member of the Member Association. If such assessment is not paid by the Member Association, the assessment shall be a personal obligation of the Owner of each Lot which is part of a Member Association on a per lot basis.

Section 4. Special Assessment for Capital Improvements. In addition to the general annual assessments, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for any Action Authorized under Sections 4 and 8. Written notice of any meeting called for the purpose of taking any action authorized under Sections 4 and 8 herein shall be sent to all Owner Members and Member Association not less than twenty-one (21) days nor more than thirty (30) days in advance of an annual meeting or not less than seven (7) days nor more than thirty (30) days in advance of a special meeting. At the

first such meeting called, the presence of Members or of proxies entitled to cast more than fifty percent (50%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment; Alternative Assessment Program. Both general annual and special assessments on all Lots must be fixed at a uniform rate, except:

- (a) certain expenses which are expended for the benefit of both The Cottages and The Gardens of Stone Harbour which can be apportioned as to the amount of the particular expense benefitting the individual Member Association Real Estate. The apportionment therefore shall be determined in a manner that is equitable and reasonable for the separate Member Associations and the individual Owners within each Association. Such expense may include but shall not be limited to landscape maintenance (i.e., lawn mowing), snow removal and insurance. In such case, the assessment may not be uniform as to all Owners within Stone Harbour but may be uniform among the Lots within an individual Member Association.
- (b) no assessments shall be made against any Lot which is a parcel of real estate which is not intended for separate ownership or occupancy.
- (c) any Lot owned by Declarant is exempt from assessment until such time as said Lot has been improved, developed, and/or built upon such that same has become suitable for occupancy.
- (d) this alternative assessment program shall have no effect on the level of services for items set forth in the Association's budget.

Annual and/or special assessments may be collected on a monthly or less frequent basis.

Section 7. Date of Commencement of Assessments; Due Dates. The general annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance by the Declarant of a Lot, including any Lot which is a part of a Member Association. Notwithstanding the foregoing to the contrary, a Lot owned by Declarant shall be assessed amounts equal to the amounts assessed against Lots owned by other than Declarant, which

assessment shall commence as to each Lot as of the first day of the month after the time that said Lot has been improved, developed, and/or built upon such that same has become suitable for occupancy.

The annual budget and general annual assessments and special assessments shall be established by the Initial Board without meetings with or the concurrence of the Member Associations or Owner Members. Thereafter, once the Initial Board has been replaced pursuant to Article V, Section 1, of the By-Laws of Stone Harbour Master Association, Inc. the annual budget, general annual assessments and special assessments shall be established by the Board of Directors pursuant to Article III, Section 5 herein. The first general annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of such assessments against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of such assessments shall be sent to every Member Association and Owner Member subject thereto. The due dates shall be established by the Board of Directors of the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an authorized representative of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment to a Member Association or Owner Member not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of eight percent (8%) per annum. The Association may bring an action at law against the Member Association or the Owner personally obligated to pay the same or foreclose the Lien against the property. Such Lien may be foreclosed in the same manner as a mortgage, and the Association shall be entitled to recover interest at the rate of eight percent (8%) per annum and its costs, expenses and disbursements, including reasonable attorney's fees, incurred in such foreclosure. No Owner Member or Member Association may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot.

Section 9. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. In the event that the holder of a first mortgage forecloses the first mortgage or receives a transfer of the Lot in lieu of the foreclosure, the lien for unpaid assessments

shall be extinguished as of the date of foreclosure or transfer in lieu of foreclosure. Any assessments so extinguished shall become a common expense of the Association.

ARTICLE IV

ASSOCIATION DUTIES

Section 1. Association Duties.

- (a) With respect to any Common Area listed in Article I, Section 9, which in its discretion the Master Association takes responsibility for and thus relieving a Member Association of such responsibility, the Master Association shall:
 - (1) Maintain all landscaping and irrigation located within a Common Area including maintenance of all turf, trees and other vegetation located within a Common Area.
 - (2) Establish, repair, replace and maintain any monumentation of any entries to any portions of the Property which may be located in a Common Area so long as said monumentation serves both The Cottages and The Gardens of Stone Harbour.
- (b) With respect to any Public Rights-of-Way listed in Article I, Section 10, which in its discretion the Master Association takes responsibility for and thus relieving a Member Association of such responsibility, the Master Association shall:
 - (1) Maintain all landscaping and irrigation located within the landscaped portions of the Public Rights-of-Way as may be required by any authorized public agency, including the maintenance of all turf, trees and other vegetation located within the landscaped portions of the Public Rights-of-Way.
- (c) With respect to any Utility Easements or Accesses which are or hereafter may be conveyed to the City of Noblesville, which in its discretion the Master Association takes responsibility for and thus relieving a Member Association of such responsibility, the Master Association shall:
 - (1) Maintain all landscaping and irrigation located within the landscaped portions of the said Easements or Accesses as may be required by the

City of Noblesville, including the maintenance of all turf, trees and other vegetation located within the landscaped portions of the said Easements or Accesses.

- (d) With respect to any other item of obligation such as but not necessarily limited to other maintenance landscape or otherwise, management, operation, repair, improvement, replacement and/or drainage the cost for which may be expended for the benefit of both Member Associations, the Master Association has the authority to exercise its discretion in taking responsibility for such obligation(s) and thus relieving a Member Association of such responsibility. The apportionment of the expenses associated with carrying out these obligations shall be made pursuant to Article III Section 6(a) herein.
- (e) The Association shall enforce the covenants, conditions and restrictions set forth herein and any amendments hereto and any rules and regulations adopted by the Association or any Member Association for which it has assumed the responsibilities, obligations and duties.
- (f) The Association shall undertake, at its discretion, such further duties as determined by the Board of Directors.

The obligations and duties of the Association shall include irrigation of the Common Areas and Public Rights-of-Way, and the architectural control of the Properties as herein provided.

In the event that the need for maintenance or repair of any entry way, monumentation or landscaping is caused through the willful or negligent acts of the family, guests, employees, agents or invitees of any Owner, the cost of such maintenance or repair shall be added to and become a part of the assessment against such Owner and any Lot owned by such Owner.

Section 2. Assumption of Duties. In the event of the dissolution or termination of any Member Association, the Association shall assume and perform all of the duties of such Member Association and any charges, costs or fees relating to the duties of such Member Association shall be assessed to the Members of such Member Association.

ARTICLE V

ARCHITECTURAL CONTROL COMMITTEE

Section 1. Controls. In the event of the dissolution or termination of any Member Association, the Board of Directors shall

assume the duties of the Architectural Control Committee for the properties which were subject to the dissolved or terminated Member Association. Alternatively, the Board of Directors may appoint an Architectural Control Committee composed of three (3) or more representatives.

Section 2. Approval. In the event said Board of Directors, or its designated Architectural Control Committee, or the Declarant, fails to approve or disapprove such design and location, or planting, of any item within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

USES

Section 1. Residential Uses. All Lots within the Properties described in Exhibit "A" attached hereto shall be restricted to residential use as more particularly described in Section 18 of The Declaration of Horizontal Property Ownership The Gardens of Stone Harbour Horizontal Property Regime, Article VI of The Code of By-Laws of The Gardens of Stone Harbour Horizontal Property Regime And Of The Gardens of Stone Harbour Co-Owners Association, Inc., and Article III of the Declaration of Covenants, Conditions, And Restrictions For The Cottages of Stone Harbour Phase I, Phase II And Phase III.

ARTICLE VII

ADDITIONAL RESTRICTIONS, RULES AND REGULATIONS

Section 1. Additional Restrictions.

- (a) No Lot shall be used except for residential purposes, except that Declarant shall be entitled to maintain model homes and other sales facilities upon the Lots.
- (b) No sign of any kind shall be displayed to the public view of any Lot except one professional sign of no more than one (1) square foot, one sign of not more than five (5) square feet advertising the property for sale, except that Declarant shall be permitted to erect and maintain upon the Property such signs as it deems appropriate to advertise the Property until the Declarant conveys the last Lot.
- (c) No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or

other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. No more than two (2) adult cats or two (2) adult dogs or one (1) adult cat and one (1) adult dog shall be kept on any Lot at any one time. Fenced dog runs shall be permitted only if prior approval of an Architectural Control Committee has been obtained.

- (d) No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. Garbage, rubbish and trash shall not be kept on said premises except in sanitary containers. All incinerators or other equipment used or kept for the storage or disposal of such material shall be kept in a clean and sanitary condition.
- (e) No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other building shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 2. Rules and Regulations. The Association may adopt, amend and revoke rules and regulations not inconsistent with the Articles of Incorporation, By-Laws or Declarations of the Association, as follows:

- (a) regulating the use of the Common Areas;
- (b) regulating the use of residential units which may jeopardize the health, safety or welfare or other occupants, which involve noise or other disturbing activity, or which may damage the Common Areas or other units;
- (c) regulating or prohibiting animals on residential Lots;
- (d) regulating changes in the appearance of the Common Areas;
- (e) regulating changes in the appearance of the Lots, including, by way of illustration and not limitation, balconies and patios, window treatments, and signs and other displays, regardless of whether inside a unit;
- (f) implementing the Articles of Incorporation, By-Laws, or Declarations of the Association; and
- (g) other rules facilitating the operation of the common interest of the community.

After notice and an opportunity to be heard, the Association

may impose reasonable sanctions, including the levying of reasonable fines, for violations of the Declaration, By-Laws and rules and regulations of the Association.

ARTICLE VIII

EASEMENTS

Section 1. In addition to the easements, covenants, restrictions and conditions herein, all Lots shall be subject to easements and covenants hereinafter specifically described for the benefit of the Properties or for the limited benefit of specified adjoining Lots, all as more fully set forth hereinafter in this Article. Within such easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of any utilities or access or which may change the flow or drainage channels within the easements or which may obstruct, retard or change the flow of water through drainage easements. The easement area of each Lot of all improvements therein shall be maintained continuously by the Owner of the Lot, except for improvements which are the responsibility of a public authority or utility company.

Section 2. Utility Easements. The Declarant has, or will, provide easements for utility purposes to and from all Lots in the Properties. In addition each Lot over which a utility is in fact installed or constructed as part of the original utility system shall be subject to an easement for utility purposes over the portion of the Lot upon which such utility system is constructed. The Association or its proper representatives shall have the right of free access to any Lot or living unit for the purpose of maintaining any utility service to any Lot on the Properties.

Section 3. Easements for Encroachments. In the event that any buildings, structures, including but not limited to monuments, landscaping and fences, and utilities originally constructed by the Declarant or constructed or erected thereafter on any Lot in accordance with this document encroaches upon any other Lot, or, if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, an exclusive easement appurtenant to said encroaching Lot for such encroachment and the maintenance thereof shall exist.

Section 4. Easement for Maintenance. Declarant hereby grants an easement in favor of the Association over and across each Lot for the purposes of the Association performing its duties under Article IV hereof.

ARTICLE IX

INSURANCE AND RECONSTRUCTION

Section 1. Liability Insurance; Fidelity Bonds. The Board of Directors of the Association, or its duly authorized agent, shall obtain a broad form of public liability insurance insuring the Association, with such limits of liabilities as the Association shall determine to be necessary, against all acts, omissions to act and negligence of the Association, its employees or agents. To the extent available, the Association's Board of Directors shall also provide fidelity bonds providing protection to the Association against loss by reason of acts of fraud or dishonesty on the part of the Association's Directors, managers, officers, employees or volunteers who are responsible for the handling of funds of the Association in an amount sufficient to provide no less protection than 110% times the estimated annual operating expenses and reserves of the Association

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner Member or Member Association shall have the right to enforce, by any proceeding by law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land and to the extent permitted by the laws of the State of Indiana shall be perpetual. If a perpetual term is not permitted by the laws of the State of Indiana, these covenants and restrictions shall be for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by the Owners representing Lots to which not less than sixty-seven percent (67%) of votes have been allocated. Any amendment must be recorded. No amendment which would reduce the duties of the Association under Article IV or which would reduce the term of the covenants and restrictions shall be effective without the written approval of the City of Noblesville, Indiana.

So long as Declarant is the owner of any Lot subject to this Declaration, no amendment to Article III shall be effective unless approved by the Declarant.

Section 4. Annexation. Additional residential or Common Area may be annexed to the Property with the consent of the Declarant or two-thirds (2/3) of each class of Members.

Section 5. FHA/VA. As long as there is a Class C membership, the following actions will require the prior approval of the Federal Housing Administration or the Department of Veterans Affairs: annexation of additional properties, dedication of Common Areas and amendment of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed on this the 29th day of December, 1998.

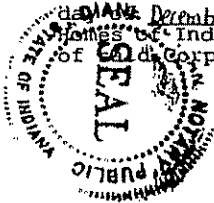
ROTLUND HOMES OF INDIANA, L.P.

By: [Signature]

Patrick K. Duggan, President

STATE OF INDIANA)
) SS:
COUNTY OF Hamilton)

The foregoing instrument was acknowledged before me this 29th day of December, 1998, by Patrick K. Duggan, President of Rotlund Homes of Indiana, L.P., a Minnesota Limited Partnership, on behalf of said Corporation.



Diane Norman
Notary Public, Diane Norman
Resident Shelby County, IN
Commission Expires: 4/21/01

This instrument was drafted by:

Cameron F. Clark
CLARK, QUINN, MOSES & CLARK
One Indiana Square, Suite 2200
Indianapolis, IN 46204-2011
(317) 637-1321

G:\WPDATA\cfel\DOC\rotlund.declaration covenants - 2001\1998 - 201

EXHIBIT A

Commencing at the Northwest corner of the West Half of the Northwest Quarter of Section 35, Township 19 North, Range 4 East in Hamilton County, Indiana; thence South 00 degrees 06 minutes 20 seconds East; (assumed bearing) on the West line of said West Half 1175.00 feet to the Southeast corner of LOT #44 in MILL CREEK SUBDIVISION, SEVENTH SECTION, PART A, as per plat thereof recorded in Plat Book 4, pages 33 and 34 in the Office of the Recorder of Hamilton County, Indiana, said corner being also on the Northerly line of LOT #54 in MILL CREEK SUBDIVISION, SECTION EIGHT, as per plat thereof recorded in Plat Book 11, pages 162 through 166 in said Recorder's Office; thence North 89 degrees 51 minutes 17 seconds East on the Northerly line of said Lot #54, measured parallel with the South line of the Northwest Quarter of said Section 35, a distance of 8 feet, more or less, to the center line of Sly Run; (the following twelve courses are chord bearings and lengths along the approximate center line of Sly Run and are included for closure computation purposes only, the actual boundary follows the meandering of said centerline and the Easterly line of said subdivision of Mill Creek, Section Eight) 1.) thence South 27 degrees 14 minutes 06 seconds East, (plat, South 21 degrees 00 minutes 48 seconds East, measured) 91.31 feet; 2.) thence South 38 degrees 30 minutes 35 seconds East 64.03 feet; 3.) thence South 39 degrees 28 minutes 06 seconds East 61.32 feet; 4.) thence South 40 degrees 52 minutes 08 seconds East 69.94 feet; 5.) thence South 52 degrees 16 minutes 53 seconds East 82.01 feet; 6.) thence South 87 degrees 01 minute 55 seconds East 45.00 feet; 7.) thence South 59 degrees 49 minutes 00 seconds East 115.00 feet; 8.) thence South 22 degrees 26 minutes 50 seconds East 27.00 feet; 9.) thence South 67 degrees 55 minutes 55 seconds East 72.00 feet; 10.) thence South 85 degrees 17 minutes 45 seconds East 88.50 feet; 11.) thence South 60 degrees 27 minutes 15 seconds East 114.00 feet; 12.) thence South 34 degrees 01 minute 37 seconds East 29.25 feet to a point on the South line of a parcel of real estate described on pages 449 through 451 of Deed Record 347 in said Recorder's Office; thence North 89 degrees 33 minutes 58 seconds East on said line a distance of 668.85 feet to the Southeast corner of said real estate, said corner being located on the East line of the West Half of said Northwest Quarter at a point 1658.75 feet South of the Northeast corner of said West Half; thence North 00 degrees 02 minutes 52 seconds West on the East line of said West Half 1373.09 feet to a point located 285.66 feet Southerly of the Northeast corner of said West Half; thence North 77 degrees 30 minutes 31 seconds West 292.18 feet; thence North 12 degrees 32 minutes 02 seconds East 227.02 feet to the North line of said West Half; thence South 89 degrees 47 minutes 33 seconds West on said North line 1089.26 feet to the point of commencement, containing 46.194 acres, more or less.

Subject to the Statutory Easement for the right-of-way of Sly Run Legal Drain.

Subject to an Easement for pipeline purposes granted to Shell Petroleum Corporation recorded on pages 221 and 222 of Miscellaneous Record 33 and the receipt for additional consideration for a second pipe line, per a document recorded on pages 94 and 95 of Miscellaneous Record 105 and the release of a portion of said easement, per a document titled Agreement Partially Releasing and Amending Pipeline Easement, recorded as Instrument Number 8513975 on pages 148 through 150 of Easement Book 3, all as found recorded in the Office of the Recorder of Hamilton County, Indiana.

Subject to a 30 foot wide Permanent Sewer Easement as dedicated to the City of Noblesville, Indiana, per a document recorded as Instrument Number 9557670 in the Office of the Recorder of Hamilton County, Indiana.

Subject to all other legal easements and rights-of-way.

Instrument
9909905266

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AMENDMENT TO THE CODE OF BY-LAWS OF THE
COTTAGES OF STONE HARBOUR HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT made this 26th day of January, 1999 by The Board of Directors of the Cottages of Stone Harbour Homeowners Association, Inc.

9909905266
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 01-26-1999 At 11:26 am.
AMEND DECL 18.00

W I T N E S S E T H:

WHEREAS, the following facts are true;

A. Declarant is a Minnesota Limited Partnership and the agent and subsidiary of the Rottlund Company, Inc., a Minnesota Corporation, and Declarant is the owner of certain Real Estate located in Hamilton County, Indiana, more particularly described in the attached Exhibit "A" ("Real Estate").

B. The Real Estate is subject to the Declaration of Covenants, Conditions and Restrictions for the Cottages of Stone Harbour Phase I, Phase II and Phase III executed on December 29, 1998 and recorded in the Hamilton County Recorder's Office on January 22, 1999 and identified therein as Instrument Number 9904782 (hereinafter referred to as "Declaration"). Said Declaration is incorporated herein by reference and all of the terms and definitions described therein are hereby adopted and shall have the same meaning in this Amendment.

C. The Real Estate is also subject to the Code of By-Laws of the Cottages of Stone Harbour Homeowners Association, Inc. executed on December 29, 1998 and recorded in the Hamilton County Recorder's Office on January 22, 1999 and identified therein as Instrument Number 9904780 (hereinafter referred to as

"Code of By-Laws) which is appended to the Declaration and incorporated herein by reference and all of the terms and definitions described therein are adopted and shall have the same meaning in this Amendment.

D. Article 9 of the Code of By-Laws provides for the amendment of said Code of By-Laws, which amendment may be done with the assent two-thirds (2/3) of the Directors.

E. Declarant, being Owner of the one hundred percent (100%) of the Real Estate proposes to amend Article 8, Sections 8.04 and 8.05 of the Code of By-Laws.

F. The Directors, being the Initial Board, have voted unanimously on the date first above written to approve the Declarant's proposal and amend the Code of By-Laws.

NOW, THEREFORE, the Directors hereby amend the Code Of By-Laws Of The Cottages Of Stone Harbour Homeowners Association, Inc., Article 8, Section 8.04 and Section 8.05 as follows (that portion in bold face type indicates the Amendment to the existing language):

Section 8.04. Reserve for Replacements. The Board of Directors shall establish and maintain a reserve fund for replacements by the allocation and payment to such reserve fund of an amount determined annually by the Board to be sufficient to meet the cost of periodic maintenance, repairs, renewal and replacement of the buildings and improvements located on the Common Areas and of equipment and Property, including but not limited to maintenance and repair of buildings, if any, and resurfacing of streets. In determining the amount, the Board shall take into consideration the expected useful life of such improvements, projected increases in the cost of materials and labor, interest to be earned by such fund and the advice of the managing agent or any

consultants the Board may employ. An amount of \$200.00 shall be collected at the time the sale of a Lot is closed to fund that Lot's initial share of the replacement fund. Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of or fully guaranteed as to principal by, the United States of America. The reserve for replacements may be expended only for the purposes of effecting the maintenance, repair, renewal or replacement of the buildings and improvements located upon the Common Areas and the equipment. The Board shall annually review the adequacy of the Replacement Reserve Fund.

Section 8.05. General Operating Reserve. The Board of Directors shall establish and maintain a reserve fund for general operating expenses of a non-recurring nature by the allocation and payment to such reserve fund not less frequently than annually of an amount described as follows:

- (i) 3% of the amount of the General Assessment until the reserve fund is equal to 30% of the amount of the General Assessment;
- (ii) thereafter, 2% of the amount of the General Assessment until the reserve fund is equal to 50% of the amount of the General Assessment, when payments to the serve shall terminate.

Such fund shall be deposited in a special account with a lending institution the accounts of which are insured by an agency of the United States of America or may, in the discretion of the Board, be invested in obligations of or fully guaranteed as to principal by the United States of America. Each Lot's initial payment to the general operating reserve will be collected at the time the sale of that Lot is closed. The general operating reserve may be expended for operating contingencies of a non-recurring nature or for capital improvement or capital replacement or repair purposes, provided that a method for replenishment of the fund is simultaneously adopted by the Board.

This Amendment has been duly adopted as of this 20th day of January, 1999, by vote of the Initial Board of Directors.

EXHIBIT A

Lots numbered 1 through 74 inclusive in Stone Harbour, a subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Cabinet 2, Slide 141 as Instrument No. 9841527 in the Office of the Recorder of Hamilton County, Indiana.

Instrument
9909909546

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SUPPLEMENTAL DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP

THE GARDENS OF STONE HARBOUR
HORIZONTAL PROPERTY REGIME

9909909546
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 02-12-1999 At 02:46 pm.
DEC COV RES 24.00

THIS SUPPLEMENTAL DECLARATION made this 12th day of February,
19 99 by Rottlund Homes of Indiana Limited Partnership, a Minnesota
Limited Partnership, an agent and subsidiary of The Rottlund
Company, Incorporated, a Minnesota Corporation (the "Declarant").

W I T N E S S E T H:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to
the following described real estate located in Hamilton County,
Indiana, to-wit: Sec attached Exhibit "A" for Legal Description

B. On the 29th day of December, 1998
Declarant executed a Declaration of Horizontal Property Ownership
for The Gardens of Stone Harbour Horizontal Property Regime which
was recorded in the Office of the Recorder of Hamilton County,
Indiana on the 22nd day of January, 1999, as Instrument No.
9904784 (the "Declaration"). Attached to the Declaration is the
Code of By-Laws of The Gardens of Stone Harbour Horizontal Property
Regime. The Declaration and By-Laws are incorporated herein by
reference and all of the terms and definitions as described therein
are hereby adopted and shall have the same meaning in this
Supplemental Declaration.

C. Phase 1 is part of the Real Estate described in Exhibit "A" of the recitals of the Declaration. The Declaration provides that all or part of the Real Estate may be annexed to The Gardens of Stone Harbour Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Gardens of Stone Harbour Horizontal Property Regime and the filing of the Supplemental Declaration by execution of this Supplemental Declaration, hereby incorporates Phase 1 into The Gardens of Stone Harbour Horizontal Property Regime.

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

1. Declaration. Declarant hereby expressly declares that Phase 1 and all appurtenant easements, Condominium Units, Buildings, Improvements and property every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of The Gardens of Stone Harbour Horizontal Property Regime as if such originally has 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 Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Phase 1 hereafter and for all purposes shall be included in the definition of "Tract" as defined in Section 1.(r) of the Declaration.

2. Description of Buildings. There shall be 1 Building(s) containing Four (4) Condominium Units in each Building in Phase 1 as shown on the Supplemental Plans for Phase 1. The Building(s) is/are identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building(s) Lot A (Bldg 1). The Gardens of Stone Harbour Horizontal Property Regime or the Tract now has 1 Building(s).

3. Percentage Interest. The Percentage interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit "B" attached hereto and made a part hereof. Exhibit "C" as attached hereto is the correct listing of the Building(s) and Units in The Gardens of Stone Harbour Horizontal Property Regime, such Building(s) being Building(s) (1) Lot A.

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

5. Supplemental Plans. The Supplemental Plans, prepared by

Benchmark Surveying, Inc including floor and building plans and elevations of the buildings and condominium units certified by David W. Talbot, registered professional engineer, and a site plan of Phase L and the buildings thereon certified by William E. Johnson, a registered professional surveyor under date of February 2 19 99 are incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium. Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana in Horizontal Property Plan File, as of February 5, 1999 as Instrument No. 99-07907916.

EXECUTED the day and year first above written.

ROTLUND HOMES OF INDIANA LIMITED
PARTNERSHIP, A MINNESOTA LIMITED
PARTNERSHIP

By: Dennis Youanouch
Printed: DENNIS YOUANOUCHE
Its: PRESIDENT

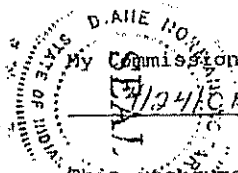
STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Dennis Younauich, as ~~Vice~~ President, and acknowledged the execution of the foregoing "Supplemental Declaration" for The Gardens of Stone Harbour as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 12th day of February, 1999.

Diane Norman
Notary Public

Diane Norman
Printed Signature



My Commissions Expires: My County of Residence:
Shelby

This instrument prepared by Cameron F. Clark, Attorney at Law, Clark, Quinn, Moses & Clark, One Indiana Square, Suite 2200, Indianapolis, IN 46204.

G:\WP67A1\fr\DOC\stoneharbour\supplementaldec

EXHIBIT A

Lots numbered A through W inclusive in Stone Harbour, a subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Cabinet 2. Slide 141 as Instrument No 9841527 in the Office of the Recorder of Hamilton County, Indiana

EXHIBIT B

Each unit has a 1/4th percentage interest

EXHIBIT C

<u>LOT</u>	<u>BLDG.</u>	<u>UNIT</u>	<u>ADDRESS</u>
A	1	1	18473 Piers End Drive
		2	18471 Piers End Drive
		3	18463 Piers End Drive
		4	18465 Piers End Drive

25.00
②
10
none

Instrument
9909912625

SUPPLEMENTAL DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
THE GARDENS OF STONE HARBOUR
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 12th day of February,
19 99 by Rottlund Homes of Indiana Limited Partnership, a Minnesota
Limited Partnership, an agent and subsidiary of The Rottlund
Company, Incorporated, a Minnesota Corporation (the "Declarant").

W I T N E S S E T H:
9909912625
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 02-26-1999 At 04:04 pm.
DEC COV RES 25.00

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 Hamilton County, Indiana, to-wit: See attached Exhibit "A" for Legal Description
- B. On the 21st day of December, 1998 Declarant executed a Declaration of Horizontal Property Ownership for The Gardens of Stone Harbour Horizontal Property Regime which was recorded in the Office of the Recorder of Hamilton County, Indiana on the 22nd day of January, 1999, as Instrument No. 9904784 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of The Gardens of Stone Harbour Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase 2 is part of the Real Estate described in Exhibit "A" of the recitals of the Declaration. The Declaration provides that all or part of the Real Estate may be annexed to The Gardens of Stone Harbour Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Gardens of Stone Harbour Horizontal Property Regime and the filing of the Supplemental Declaration by execution of this Supplemental Declaration, hereby incorporates Phase 2 into The Gardens of Stone Harbour Horizontal Property Regime.

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

1. Declaration. Declarant hereby expressly declares that Phase 2 and all appurtenant easements, Condominium Units, Buildings, Improvements and property every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of The Gardens of Stone Harbour Horizontal Property Regime as if such originally has 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 Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Phase 2 hereafter and for all purposes shall be included in the definition of "Tract" as defined in Section 1.(r) of the Declaration.

2. Description of Buildings. There shall be 1 Building(s) containing Four (4) Condominium Units in each Building in Phase 2 as shown on the Supplemental Plans for Phase 2. The Building(s) is/are identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building(s) Lot I (Bldg 9) The Gardens of Stone Harbour Horizontal Property Regime or the Tract now has 2 Building(s).

3. Percentage Interest. The Percentage interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit "B" attached hereto and made a part hereof. Exhibit "C" as attached hereto is the correct listing of the Building(s) and Units in The Gardens of Stone Harbour Horizontal Property Regime, such Building(s) being Building(s) Lot A (Bldg 1) + Lot L (Bldg 9).

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

5. Supplemental Plans. The Supplemental Plans, prepared by

Benchmark Surveying, Inc. including floor and building plans and elevations of the buildings and condominium units certified by David W. Talbot, registered professional engineer, and a site plan of Phase 2 and the buildings thereon certified by Willard E. Johnson, a registered professional surveyor under date of February 3, 19 99 are incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium. Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana in Horizontal Property Plan File, as of February 24, 19 99 as Instrument No. 99-09912598

EXECUTED the day and year first above written.

ROTLUND HOMES OF INDIANA LIMITED
PARTNERSHIP, A MINNESOTA LIMITED
PARTNERSHIP

By: Dennis Younovich
Printed: DENNIS YOUNOVICH
Its: PRESIDENT

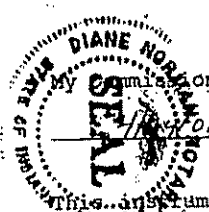
STATE OF Indiana)
) SS:
COUNTY OF Hamilton)

Before me, a Notary Public in and for said County and State, personally appeared Diane Y. Norman, as ~~was~~ President, and acknowledged the execution of the foregoing "Supplemental Declaration" for The Gardens of Stone Harbour as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 16th day of February, 19 99.

Diane Y. Norman
Notary Public

Diane Norman
Printed Signature



My Commission Expires: My County of Residence: Shelby

This instrument prepared by Cameron F. Clark, Attorney at Law, Quinn, Moses & Clark, One Indiana Square, Suite 2200, Indianapolis, IN 46204.

G:\WPDATA\cfc\DOC\stoneharbour\supplementaldec

EXHIBIT A

Lots numbered A through W inclusive in Stone Harbour, a subdivision in Hamilton County, Indiana, as per plat thereof recorded in Plat Cabinet 2, Slide 141 as Instrument No. 9841527 in the Office of the Recorder of Hamilton County, Indiana.

EXHIBIT B

Each unit has a 1/8th percentage interest

EXHIBIT C

<u>LOT</u>	<u>BLDG.</u>	<u>UNIT</u>	<u>ADDRESS</u>
A	1	1	18473 Piers End Drive
		2	18471 Piers End Drive
		3	18463 Piers End Drive
		4	18465 Piers End Drive
I	9	33	18452 Piers End Drive
		34	18454 Piers End Drive
		35	18444 Piers End Drive
		36	18442 Piers End Drive

~~Instrument~~
9909937498

840.)
⑦
20711 E
SUPPLEMENTAL DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP

THE GARDENS OF STONE HARBOUR 9909937498

HORIZONTAL PROPERTY REGIME

Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 06-23-1999 At 02:36:55 pm.
DEC COV RES 24.00

THIS SUPPLEMENTAL DECLARATION made this 27th day of June,
1999 by Rottlund Homes of Indiana Limited Partnership, a Minnesota
Limited Partnership, an agent and subsidiary of The Rottlund
Company, Incorporated, a Minnesota Corporation (the "Declarant").

W I T N E S S E T H:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to
the following described real estate located in Hamilton County,
Indiana, to-wit: See attached Exhibit "A" for Legal Description

B. On the 29th day of December, 1999
Declarant executed a Declaration of Horizontal Property Ownership
for The Gardens of Stone Harbour Horizontal Property Regime which
was recorded in the Office of the Recorder of Hamilton County,
Indiana on the 22nd day of January, 1999, as
Instrument No. 9904784 (the "Declaration"). Attached to the
Declaration is the Code of By-Laws of The Gardens of Stone Harbour
Horizontal Property Regime. The Declaration and By-Laws are
incorporated herein by reference and all of the terms and
definitions as described therein are hereby adopted and shall have
the same meaning in this Supplemental Declaration.

C. Phase 5 as described in Exhibit "A" attached hereto is part of the Real Estate described in Exhibit "A" of the recitals of the Declaration. The Declaration provides that all or part of the Real Estate may be annexed to The Gardens of Stone Harbour Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Gardens of Stone Harbour Horizontal Property Regime and the filing of the Supplemental Declaration by execution of this Supplemental Declaration, hereby incorporates Phase 5 into The Gardens of Stone Harbour Horizontal Property Regime.

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

1. Declaration. Declarant hereby expressly declares that Phase 5 and all appurtenant easements, Condominium Units, Buildings, Improvements and property every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of The Gardens of Stone Harbour Horizontal Property Regime as if such originally has 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 Act, the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time. Phase 5 hereafter and for all purposes shall be included in the definition of "Tract" as defined in Section 1.(r) of the Declaration.

2. Description of Buildings. There shall be 1 Building(s) containing Four (4) Condominium Units in each Building in Phase 5 as shown on the Supplemental Plans for Phase 5. The Building(s) is/are identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building(s) (Lot D (Bldg 4)). The Gardens of Stone Harbour Horizontal Property Regime or the Tract now has 5 Building(s).

3. Percentage Interest. The Percentage interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit "B" attached hereto and made a part hereof. Exhibit "C" as attached hereto is the correct listing of the Building(s) and Units in The Gardens of Stone Harbour Horizontal Property Regime, such Building(s) being Building(s) 1-49.

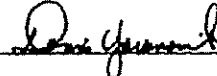
4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each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

5. Supplemental Plans. The Supplemental Plans, prepared by

Benchmark Surveying, Inc. including floor and building plans and elevations of the buildings and condominium units certified by David W. Talbot, registered professional engineer, and a site plan of Phase 5 and the buildings thereon certified by Willard G. Johnson, a registered professional surveyor under date of May 13, 1999 are incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium. Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Hamilton County, Indiana in Horizontal Property Plan File, as of June 16, 1999 as Instrument No. 9909936122.

EXECUTED the day and year first above written.

ROTLUND HOMES OF INDIANA LIMITED
PARTNERSHIP, A MINNESOTA LIMITED
PARTNERSHIP

By: 
Printed: Dennis Yovanovich
Its: President

STATE OF Indiana)
) SS:
COUNTY OF Hamilton

Before me, a Notary Public in and for said County and State, personally appeared Dennis Yovanovich, as President (Title), and acknowledged the execution of the foregoing "Supplemental Declaration" for The Gardens of Stone Harbour as his/her voluntary act and deed.

WITNESS my hand and Notarial Seal this 22nd day of June, 1999.



Janice P. Vollmer
Notary Public

Janice P. Vollmer
Printed Signature

My Commission Expires: February 9, 2008 My County of Residence: Marion

This instrument prepared by Cameron F. Clark, Attorney at Law, Clark, Quinn, Moses & Clark, One Indiana Square, Suite 2200, Indianapolis, IN 46204.

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EXHIBIT A

LEGAL DESCRIPTION, PHASE #5, TRACT "D", BUILDING #4

Lot "D" according to the Plat of STONE HARBOUR, a subdivision in Hamilton County, Indiana, recorded July 29, 1998, in Plat Cabinet 2, Slide 141, in the Office of the Recorder, Hamilton County, Indiana.

Containing 0.49 acres, more or less.

EXHIBIT B

Note: Each unit has a 1/20th percentage interest

EXHIBIT C

<u>LOT</u>	<u>BLDG.</u>	<u>UNIT</u>	<u>ADDRESS</u>
A	1	1	18473 Piers End Drive
		2	18471 Piers End Drive
		3	18463 Piers End Drive
		4	18465 Piers End Drive
I	9	33	18452 Piers End Drive
		34	18454 Piers End Drive
		35	18444 Piers End Drive
		36	18442 Piers End Drive
C	3	9	18453 Piers End Drive
		10	18451 Piers End Drive
		11	18443 Piers End Drive
		12	18445 Piers End Drive
B	2	5	18457 Piers End Drive
		6	18455 Piers End Drive
		7	18447 Piers End Drive
		8	18449 Piers End Drive
D	4	13	18437 Piers End Drive
		14	18435 Piers End Drive
		15	18427 Piers End Drive
		16	18429 Piers End Drive

200000043866
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 09-01-2000 At 03:09 PM.
AMENDMENT 22.00

22 00
⑤
2 of none

AMENDMENT TO THE BY-LAWS OF STONE
HARBOUR MASTER ASSOCIATION, INC.

THIS AMENDMENT made this 12th day of July, 2000 by Rottlund Homes of Indiana Limited Partnership, a Minnesota Limited Partnership, (the "Declarant").

W I T N E S S E T H:

WHEREAS, the following facts are true;

A. Declarant is a Minnesota Limited Partnership and the agent and subsidiary of the Rottlund Company, Inc., a Minnesota Corporation, and Declarant is the owner of certain Real Estate located in Hamilton County, Indiana, more particularly described in the attached Exhibit "A" ("Real Estate").

B. The Real Estate is subject to the "Declaration of Covenants, Conditions, Easements and Restrictions Stone Harbour Master Association, Inc." executed on December 29, 1998 and recorded in the Hamilton County Recorder's Office on January 22, 1999 and identified therein as Instrument Number 99-04783, the "Declaration of Horizontal Property Ownership The Gardens of Stone Harbour Horizontal Property Regime" recorded in the Hamilton County Recorder's Office on January 22, 1999 and identified therein as Instrument Number 99-04784, and the "Declaration of Covenants, Conditions, and Restrictions For The Cottages Of Stone Harbour Phase I, Phase II And Phase III" recorded in the Hamilton County Recorder's Office on January 22, 1999 and identified therein as Instrument Number 99-04782. The "Declaration of Covenants, Conditions, Easements and Restrictions Stone Harbour Master

Association, Inc." (hereinafter referred to as "Declaration") is incorporated herein by reference and all of the terms and definitions described therein are hereby adopted and shall have the same meaning in this Amendment.

C. The Real Estate is also subject to the Code of By-Laws of the Gardens of Stone Harbour Horizontal Property Regime and of the Gardens of Stone Harbour Co-Owners Association, Inc. executed on January 26, 1999 and recorded in the Hamilton County Recorder's Office on January 26, 1999 and identified therein as Instrument Number 99-04779 (hereinafter referred to as "Code of By-Laws) which is appended to the Declaration and incorporated herein by reference and all of the terms and definitions described therein are adopted and shall have the same meaning in this Amendment. The Real Estate is also subject to the Amendment to The Code of By-Laws of The Gardens of Stone Harbour Horizontal Property Regime and of The Gardens of Stone Harbour Co-Owners Association, Inc. and was executed and recorded in the Hamilton County Recorder's Office on January 26, 1999 and identified therein as Instrument Number 99-09905265.

D. Article XIV, Section 1 of the Code of By-Laws provides for the amendment of said Code of By-Laws "by a vote of a majority of a quorum of Members present in person or by proxy."

E. Rottlund Homes of Indiana, L.P. currently owns sixteen (16) of seventy-four (74) Cottages of Stone Harbour lots and Langston Development Company, Inc. currently owns fifty-three (53)

of the seventy-four (74) Cottages of Stone Harbour lots. Rottlund Homes of Indiana, L.P. currently owns six (6) of the ninety-two (92) Gardens of Stone Harbour lots and Langston Development Company, Inc. currently owns sixty-four (64) of the ninety-two (92) Gardens of Stone Harbour lots. This being so, Declarant proposes to amend Article II, Section 5 of the Code of By-Laws.

NOW, THEREFORE, Declarant hereby amends the Code Of By-Laws Of Stone Harbour Master Association, Inc., Article II, Section 5 as follows (that portion in bold face type indicates the Amendment to the existing language):

Section 5. "Declarant" shall mean and refer to Rottlund Homes of Indiana, L.P., a Minnesota Limited Partnership and any successors and assigns of Rottlund Homes of Indiana, L.P., whom it designates in one or more recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Property pursuant to the exercise of the rights under or foreclosure of, a mortgage executed by Declarant.

EXECUTED the day and year first above written.

DECLARANT

ROTTLUND HOMES OF INDIANA LIMITED PARTNERSHIP,
a Minnesota Limited Partnership

By: Dennis Younanich

Printed: Dennis Younanich

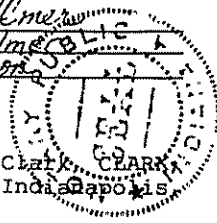
Title: President

STATE OF INDIANA)
) SS
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Rottlund Homes of Indiana, LP by Dennis Yovanovich who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representation therein contained are true.

Witness my hand and Notarial Seal this 12th day of July, 2000.

Signature: Janice P. Vollmer
Printed: Janice P. Vollmer
County of Residence: Marion



My Commission Expires: 2-9-02

This Instrument was prepared by Cameron F. Clark, CLARK, QUINN, MOSES & CLARK, One Indiana Square, Ste. 2200, Indianapolis, Indiana 46204.

G:\NEDATA\cfc\DOC\rottlund-amendment of master declarant.wpd

EXHIBIT A

Commencing at the Northwest corner of the West Half of the Northwest Quarter of Section 35, Township 19 North, Range 4 East in Hamilton County, Indiana; thence South 00 degrees 06 minutes 20 seconds East (assumed bearing) on the West line of said West Half 1175 00 feet to the Southeast corner of LOT #44 in MILL CREEK SUBDIVISION, SEVENTH SECTION, PART A. as per plat thereof recorded in Plat Book 4, pages 33 and 34 in the Office of the Recorder of Hamilton County, Indiana, said corner being also on the Northerly line of LOT #54 in MILL CREEK SUBDIVISION, SECTION EIGHT, as per plat thereof recorded in Plat Book 11, pages 162 through 166 in said Recorder's Office; thence North 89 degrees 51 minutes 17 seconds East on the Northerly line of said Lot #54, measured parallel with the South line of the Northwest Quarter of said Section 35, a distance of 8 feet, more or less, to the center line of Sly Run; (the following twelve courses are chord bearings and lengths along the approximate center line of Sly Run and are included for closure computation purposes only, the actual boundary follows the meandering of said centerline and the Easterly line of said subdivision of Mill Creek, Section Eight) 1.) thence South 27 degrees 14 minutes 06 seconds East, (plat, South 21 degrees 00 minutes 48 seconds East, measured) 91.31 feet; 2.) thence South 38 degrees 30 minutes 35 seconds East 64.03 feet; 3.) thence South 39 degrees 28 minutes 06 seconds East 61.32 feet; 4.) thence South 40 degrees 52 minutes 08 seconds East 69.94 feet; 5.) thence South 52 degrees 16 minutes 53 seconds East 82.01 feet; 6.) thence South 87 degrees 01 minute 55 seconds East 45.00 feet; 7.) thence South 59 degrees 49 minutes 00 seconds East 115.00 feet; 8.) thence South 22 degrees 26 minutes 50 seconds East 27.00 feet; 9.) thence South 67 degrees 55 minutes 55 seconds East 72.00 feet; 10.) thence South 85 degrees 17 minutes 45 seconds East 88.50 feet; 11.) thence South 60 degrees 27 minutes 15 seconds East 114.00 feet; 12.) thence South 34 degrees 01 minute 37 seconds East 29.25 feet to a point on the South line of a parcel of real estate described on pages 449 through 451 of Deed Record 347 in said Recorder's Office; thence North 89 degrees 33 minutes 58 seconds East on said line a distance of 568.85 feet to the Southeast corner of said real estate, said corner being located on the East line of the West Half of said Northwest Quarter at a point 1658.75 feet South of the Northeast corner of said West Half; thence North 00 degrees 02 minutes 52 seconds West on the East line of said West Half 1373.09 feet to a point located 285.66 feet Southerly of the Northeast corner of said West Half; thence North 77 degrees 30 minutes 31 seconds West 292.18 feet; thence North 12 degrees 32 minutes 02 seconds East 227.02 feet to the North line of said West Half; thence South 89 degrees 47 minutes 33 seconds West on said North line 1089.26 feet to the point of commencement, containing 46.194 acres, more or less.

Subject to the Statutory Easement for the right-of-way of Sly Run Legal Drain:

Subject to an Easement for pipeline purposes granted to Shell Petroleum Corporation recorded on pages 221 and 222 of Miscellaneous Record 33, and the receipt for additional consideration for a second pipe line, per a document recorded on pages 94 and 95 of Miscellaneous Record 105 and the release of a portion of said easement, per a document titled Agreement Partially Releasing and Amending Pipeline Easement, recorded as Instrument Number 8513975 on pages 148 through 150 of Easement Book 3, all as found recorded in the Office of the Recorder of Hamilton County, Indiana.

Subject to a 30 foot wide Permanent Sewer Easement as dedicated to the City of Noblesville, Indiana, per a document recorded as Instrument Number 9557670 in the Office of the Recorder of Hamilton County, Indiana.

Subject to all other legal easements and rights-of-way

200000043867
Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 09-01-2000 At 03:09 PM.
ASSIGNMENT 12.00

1800
②
2 as none

ASSIGNMENT OF DECLARANT FOR THE STONE
HARBOUR MASTER ASSOCIATION, INC.

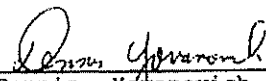
Rottlund Homes of Indiana, Limited Partnership ("Assignor"), for good and valuable consideration, does hereby assign to Langston Development Company, Inc. ("Assignee"), their right, title, and interest of "Declarant" for The Stone Harbour Master Association.

Article I, section 3 of the Declaration of Covenants, Conditions, Easements and Restrictions Stone Harbour Master Association, Inc. ("Declaration") defines the "Declarant" to mean and refer to "Rottlund Homes of Indiana, L.P., a Minnesota Limited Partnership, its successors and assigns." The Declaration was recorded in the Hamilton County Recorder's Office on January 22, 1999 and identified therein as Instrument Number 99-04783.

Rottlund Homes of Indiana, Limited Partnership designates Langston Development Company, Inc. as Declarant as permitted by article I, section 3 of the Declaration of Covenants, Conditions, Easements and Restrictions Stone Harbour Master Association, Inc.

NOW TRANSFERS, ASSIGNS AND GRANTS all of the rights and interests of Declarant of Stone Harbour Master Association, Inc. to Langston Development Company, Inc., Assignee.

IN WITNESS WHEREOF, the Assignor, Rottlund Homes of Indiana Limited Partnership has executed this Assignment this 21st day of July, 2000.



Dennis Yonovich, President of
Rottlund Homes of Indiana, L.P.

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Langston
ASSIGNMENT OF DECLARANT FOR THE STONE
HARBOUR MASTER ASSOCIATION, INC.


Langston Development Company, Inc. ("Assignor"), for good and valuable consideration, does hereby assign to The Augusta Group, LLC ("Assignee"), its right, title, and interest of "Declarant" for The Stone Harbour Master Association.

Article I, section 3 of the Declaration of Covenants, Conditions, Easements and Restrictions Stone Harbour Master Association, Inc. ("Declaration") defines the "Declarant" to mean and refer to "Rottlund Homes of Indiana, L.P., a Minnesota Limited Partnership, its successors and assigns." The Declaration was recorded in the Hamilton County Recorder's Office on January 22, 1999 and identified therein as Instrument Number 99-04783.

On July 20, 2000, Rottlund Homes of Indiana, Limited Partnership designated Langston Development Company, Inc. as Declarant as permitted by article I, section 3 of the Declaration of Covenants, Conditions, Easements and Restrictions Stone Harbour Master Association, Inc.

Langston Development Company, Inc., successor to the interest of Rottlund Homes of Indiana, L.P. as Declarant, NOW TRANSFERS, ASSIGNS AND GRANTS all of the rights and interests of Declarant of Stone Harbour Master Association, Inc. to The Augusta Group, LLC, Assignee.

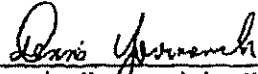
IN WITNESS WHEREOF, the Assignor, Langston Development Company, Inc., successor to the interest of Rottlund Homes of Indiana, L.P. as Declarant has executed this Assignment this 16th day of December, 2001.



James R. Langston, Vice President
Langston Development Company, Inc.

ACCEPTANCE OF ASSIGNMENT

Dennis Yovanovich, on behalf of Assignee, The Augusta Group, LLC, hereby accepts said Assignment of Declarant for Gardens of Stone Harbour and agree to be bound by all the terms and conditions thereof.



Dennis Yovanovich, Member
The Augusta Group, LLC

STATE OF INDIANA)
)SS
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared authorized representatives of Langston Development Company, Inc., and The Augusta Group, LLC, who acknowledged the execution of the foregoing instrument and who, having been duly sworn, stated that any representation therein contained are true.

Witness my hand and Notarial Seal this 18th day of December, 2001.

Signature: Barbara L. Mieske
Printed: BARBARA L. MIESKE
County of Residence: Hamilton



My Commission Expires: 9-28-09

This Instrument was prepared by Cameron F. Clark, CLARK, QUINN, MOSES & CLARK, One Indiana Square, Ste. 2200, Indianapolis, Indiana 46204.