

**ADDITIONAL LAND**

Real Estate per the following Legal Description less the acreage per Exhibit "A" (The Colony at Heartland Crossing, Section I):

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

Beginning at the Southeast corner of said Southeast Quarter Section; thence along the South line thereof, South 88 degrees 54 minutes 06 seconds West (assumed bearing) 1155.00 feet; thence North 01 degrees 05 minutes 54 seconds West 980.29 feet to the point of curvature of a curve concave Easterly having central angle of 30 degrees 30 minutes 54 seconds and a radius of 1000.00 feet; thence Northerly and Northeasterly along said curve an arc distance of 532.59 feet (said arc being subtended by a chord bearing North 14 degrees 09 minutes 33 seconds East having a length of 526.31 feet); thence North 29 degrees 24 minutes 57 seconds East 693.62 feet; thence South 61 degrees 46 minutes 06 seconds East 523.90 feet to the point of curvature of a curve concave Northeasterly having central angle of 10 degrees 16 minutes 40 seconds and a radius of 1540.00 feet; thence Southeasterly along said curve an arc distance of 276.24 feet (said arc being subtended by a chord bearing South 65 degrees 43 minutes 23 seconds East having a length of 275.87 feet); thence South 00 degrees 17 minutes 52 seconds West 1711.26 feet to the POINT OF BEGINNING of this description, containing 48.46 acres, more or less; subject to any easements, rights-of-way and restrictions of record.

Except therefrom:

A part of the Southeast Quarter of Section 20, Township 14 North, Range 2 East in Hendricks County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section, said point being marked by a Harrison Monument; thence North 00 degrees 17 minutes 51 seconds East (assumed bearing) along the East line of the said Quarter Section 315.09 feet; thence South 88 degrees 54 minutes 06 seconds West 577.68 feet to the POINT OF BEGINNING; thence continuing South 88 degrees 54 minutes 06 seconds West 555.00 feet; thence North 01 degrees 05 minutes 54 seconds West 665.29 feet to the point of curvature of a curve concave Southeasterly with a central angle of 30 degrees 30 minutes 54 seconds and a radius of 970.00 feet; thence Northeasterly along said curve an arc length of 516.60 feet (said curve being subtended by a chord bearing of North 14 degrees 09 minutes 33 seconds East and a length of 510.52 feet); thence North 29 degrees 24 minutes 57 seconds East 130.00 feet to

**EXHIBIT "B"**

**The Colony at Heartland Crossing, Section II - Supplemental Declaration**

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the south line of a 13.30 acre tract of land described in a Corporate Warranty Deed recorded as Instrument No. 9700020158 in Volume 26, Pages 1681-1683 in the Office of the Recorder of Hendricks County, Indiana; thence South 60 degrees 35 minutes 03 seconds East along said south line 530.00 feet; thence South 29 degrees 24 minutes 57 seconds West 105.00 feet; thence South 60 degrees 35 minutes 03 seconds East 20.74 feet; thence South 29 degrees 24 minutes 57 seconds West 50.00 feet; thence South 21 degrees 39 minutes 21 seconds West 63.71 feet; thence South 13 degrees 52 minutes 07 seconds West 50.37 feet; thence South 06 degrees 59 minutes 35 seconds West 50.37 feet; thence South 00 degrees 20 minutes 03 seconds West 55.38 feet; thence South 01 degrees 05 minutes 54 seconds East 229.00 feet; thence North 88 degrees 54 minutes 06 seconds East 10.00 feet; thence South 01 degrees 05 minutes 54 seconds East 310.00 feet; thence South 88 degrees 54 minutes 06 seconds West 5.00 feet; thence South 01 degrees 05 minutes 54 seconds East 105.00 feet to the POINT OF BEGINNING. Containing 14.75 acres, more or less.

Subject to all restrictions, easements and legal rights of way of record.

**EXHIBIT "B"**

**The Colony at Heartland Crossing, Section II - Supplemental Declaration**  
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## ADDITIONAL LAND

Real Estate per the following Legal Description:

Part of the Southwest Quarter of Section 21, Township 14 North, Range 2 East of the Second Principal Meridian, Decatur Township, Marion County, Indiana, being more particularly described as follows:

Commencing at the southwest corner of said Southwest Quarter of said Section 21; THENCE North 00 degrees 17 minutes 51 seconds East along the west line of said Southwest Quarter a distance of 952.88 feet to the Point of Beginning of this description; THENCE continue North 00 degrees 17 minutes 51 seconds East along the west line of said Southwest Quarter a distance of 800.72 feet to a point of curvature on a curve concave Northerly, a radial from said point bears North 19 degrees 39 minutes 37 seconds East; THENCE Easterly 142.44 feet along an arc of said curve having a radius of 1,500.00 feet and a central angle of 05 degrees 26 minutes 27 seconds to a point of tangency; THENCE South 75 degrees 46 minutes 50 seconds East a distance of 348.63 feet to a point on a tangent curve concave Southwesterly, a radial from said point bears South 14 degrees 13 minutes 10 seconds West; THENCE Southeasterly 476.76 feet along an arc of said curve having a radius of 750.00 feet and a central angle of 36 degrees 25 minutes 19 seconds to a point of tangency; THENCE South 39 degrees 21 minutes 31 seconds East a distance of 166.53 feet; THENCE South 24 degrees 53 minutes 10 seconds West a distance of 305.40 feet; THENCE South 88 degrees 53 minutes 47 seconds West a distance of 851.24 feet to the Point of Beginning, containing 13.529 acres of land, more or less.

### EXHIBIT "B"

The Colony at Heartland Crossing, Section II - Supplemental Declaration  
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Page 3 of 3



**BUILDING STANDARDS AND ASSOCIATION FEES**

COMMUNITY: The Colony at Heartland Crossing, Section II

BUILDING STANDARDS:

Type of Residence: Single Family Home  
 No. of Lots: 90  
 Lot Size: Per the recorded Plat  
 Set Backs: **SF-A:** 20' Front, 5' minimum per Side and 10' aggregate, 20' Rear\*  
**SF-B:** 20' Front, 9' minimum per Side and 10' aggregate, 20' Rear\*  
*\*25' Rear yards for lots adjacent to perimeter*  
 Min. Square Feet (sft.): **SF-A:** 1,100 sft. Single Story  
 1,700 sft. Two Story (650 sft. First Floor)  
**SF-B:** 900 sft. Single Story  
 1,100 sft. Two Story (450 sft. First Floor)

1. All signage and all sign locations, including any sign to advertise the source of mortgages, shall be in good taste and shall be approved by the Developer prior to installation.
2. Builder shall install Committee-approved and Post Office-approved curb side rural mailboxes during original construction of the Dwelling Units. Builder shall supply mail boxes.  
  
Street lights shall be leased as a part of the association fee.
3. All roofs will be Weatherwood by Owenings-Corning or the same color manufactured by a different supplier.
4. All vinyl siding will be presented to Committee for approval of color and quality prior to construction.
5. Developer to specify fence requirements in Covenants.
6. Builder shall install Committee-approved two dusk to dawn coach lights (one on either side of the garage) during original construction of the Dwelling Units.
7. Builder shall install a Committee-approved brass address plate during original construction of the Dwelling Units.

**EXHIBIT "C"**

**The Colony at Heartland Crossing, Section II - Supplemental Declaration**

- 8. Each Lot shall receive the following minimum landscaping which must be approved by the Committee for specs, size, and location.
  - A. At least one (1) deciduous shade (overstory) trees, two (2) inches caliper, (one in the front yard and one in the back yard) shall be planted. Builder may choose among red oak, hard maple, seedless ash, or pear for the required two deciduous shade trees.
  - B. At least twelve (12) shrubs shall be installed as foundation plantings. An eighteen (18) inch spread and 24 to 30 inches in height is required for each shrub. Builder must choose a mix of deciduous and evergreen shrubs.
  - C. Front and side yards to back corner of the Dwelling Unit and property line on corner lots shall be sodded. The remainder of the yard shall be seeded and covered with straw, or seeded by an equivalent or better treatment.

All landscaping shall be completed by the closing of the home by the Builder and the home buyer unless work is deferred pursuant to an escrow arrangement due to weather conditions.
- 9. The front elevation of all homes shall be thirty percent (30%) masonry of the first floor exterior wall area, exclusive of doors, windows, gables, and garage doors. Side elevations of all homes on corner lots shall have a minimum masonry requirement on the side facing the street of three feet (3') side masonry.
 

A waiver of this requirement may be allowed at the sole discretion of the Committee on any two-story dwelling.
- 10. Minimum Areas: The following restrictions shall apply: The minimum square footage of finished living space of each Dwelling Unit constructed, exclusive of garage, carports, open porches, or basements below ground level shall be:
  - A. **SF-A:** 1,100 sft. Single Story  
1,700 sft. Two Story (650 sft. First Floor)
  - B. **SF-B:** 900 sft. Single Story  
1,100 sft. Two Story (450 sft. First Floor)
- 11. Minimum 2-car garage.
- 12. All driveways shall be of concrete or asphalt and shall accommodate two (2) parking spaces.

**EXHIBIT "C"**

**The Colony at Heartland Crossing, Section II - Supplemental Declaration**

Driveways shall be not more than twelve (12) inches wider than the outside walls of the garage door or doors it serves.

The width of the driveway shall be a minimum of sixteen feet (16') and no less than the outer edge of the garage door or doors it serves.

- 13. Builder shall finish grade lots to conform with the grading plan approved by the Drainage Board of Hendricks County. Of critical importance is the grading of side yard and rear swales. Builder shall have the right to enter upon adjacent undeveloped lots to grade side yard and rear swales to meet approved plan grade; however, Builder must return the Lots to their original condition. Builder shall maintain all rear swales to the line and grade as shown on the approved plans after acceptance of the Drainage System by the Drainage Board of Hendricks County.
- 14. Subject to Act of God, casualty, weather and other causes beyond Builder's control, homes shall be completed within six (6) months of commencement of construction by Builder of footings, this includes landscaping.
- 15. Within 12 months after transfer of title to Builder, Builder agrees to install public concrete sidewalks and street approaches in front of such Lot to Hendricks County standards to conform to the overall development plan and to meet all governmental agency requirements for acceptance for maintenance. Hendricks County standards will require handicap access for sidewalks from public walk to curb on all corner lots.
- 16. No above ground pools, storage sheds, dog runs, or satellite dishes over 24" diameter.
- 17. The Owners and Lots in the Community are subject to the Master Declaration which is referred to on page one (1) of this Declaration. Both Declarations must be adhered to in order to be in compliance with covenants, conditions and restrictions of the Community. If there is a section addressing the same subject in both Declarations, the more restrictive section shall apply.

COMMUNITY FEE:\*                    \$12 per month covers common area maintenance and street lights of the community. Lot Owners are responsible for yard care, trash removal, maintenance and insurance on residence.

MASTER ASSOCIATION FEE:\*                    \$18 per month covers common area and facilities maintenance costs in Heartland Crossing and access to all the TCC facilities.

\*The fees are estimated amounts and subject to annual adjustment.

**EXHIBIT "C"**



**THE COLONY AT HEARTLAND CROSSING**  
(Southeast Corner of Hendricks County)  
Planned Unit Development Standards

<u>AREA</u>	<u>SF-A</u>	<u>SF-B</u>
Total Acreage (Approximate)	30	19
Minimum Lot Area	5,000 sq. ft.	4,000 sq. ft.
Maximum No. Lots	149	130
Minimum Lot Width at Platted Building Line	50 ft.	40 ft.
Maximum Lot Coverage	40%	40%
Maximum Lot Depth to Width Ratio	3:1	3:1
Minimum Floor Area		
<i>Single</i>	1100	900
<i>Two Story</i>	1700	1100
<i>First Floor Minimum, Two Story</i>	650	450
Maximum Building Height	Two Story	Two Story
Minimum Front Yard Setback (No buildings to front New Raceway Rd. or County Line Roads)	20 ft.	20 ft.
Minimum Side Yard Setback		
<i>One Side</i>	5	0
<i>Sum of Side Yards</i>	10	10
Minimum Rear Yard	Twenty (20) feet, except Twenty-Five (25) feet on lots with rear yards on the perimeter of the Property.	

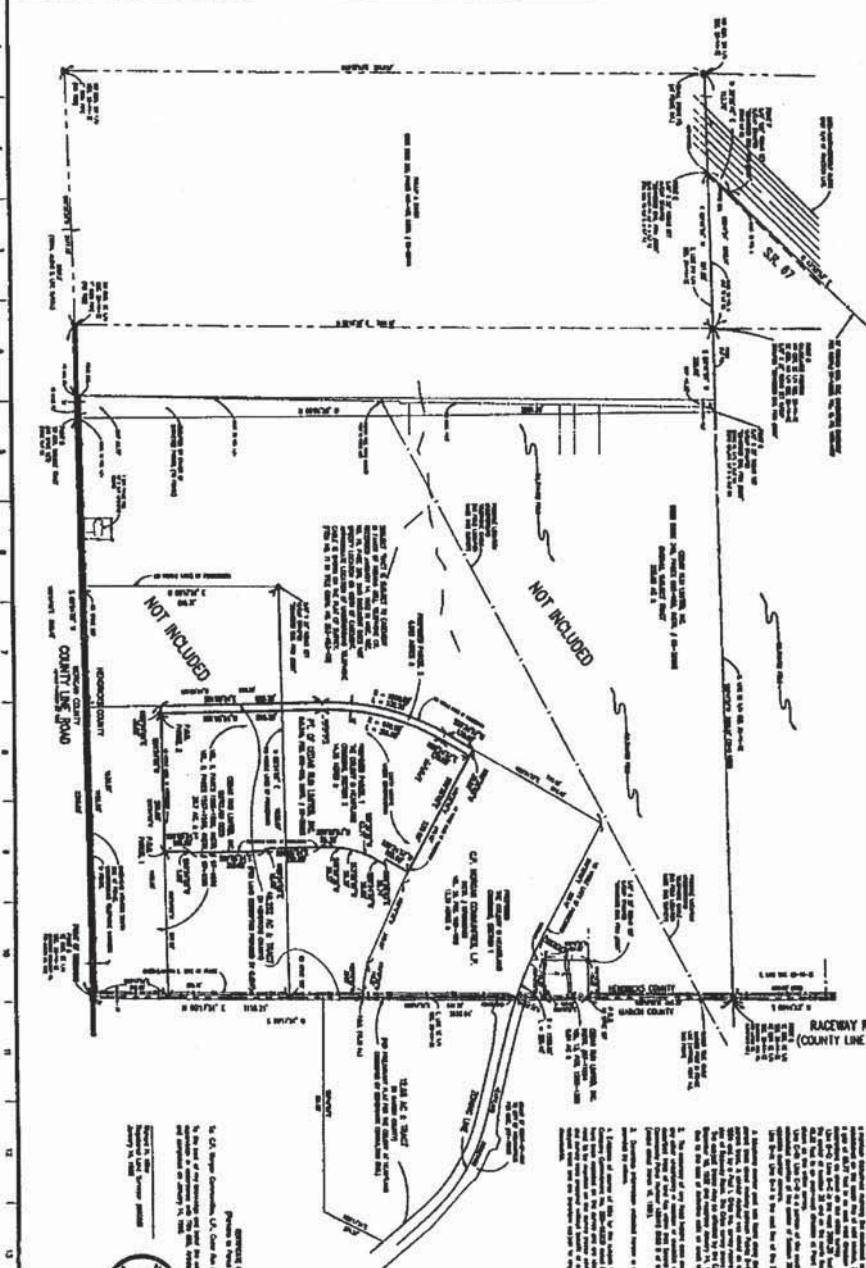
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520-7144-02E

STATE OF MISSISSIPPI  
 DEPARTMENT OF REVENUE  
 OFFICE OF THE COMMISSIONER  
 1000 BAYVIEW DRIVE  
 JACKSON, MISSISSIPPI 39201  
 (601) 359-3300

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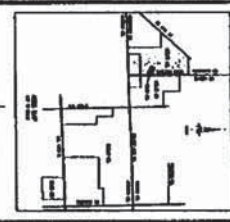
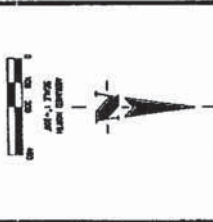
980000373B  
 Filed for Record in  
 HENRICKS COUNTY IN  
 JOY BRADLEY  
 DN 02-18-1998  
 SURVEY 44 Pg.  
 Vol. 1004



Form	7/4/98	1/10/05	1/10/05	1/10/05
Version	1.0	1.0	1.0	1.0
Author	1	1	1	1

**Schneider Engineering Corporation**  
 1000 N. GULF BLVD.  
 SUITE 100  
 JACKSON, MISSISSIPPI 39201  
 (601) 359-3300  
 FAX (601) 359-3301  
 WWW.SCHNEIDER-ENG.COM

THE COUNTY OF HENRICKS COMMISSIONERS  
 LAND TITLE SURVEY





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**FIRST AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
THE COLONY AT HEARTLAND CROSSING, SECTION II**

WHEREAS, Supplemental Declaration for The Colony at Heartland Crossing, Section II, dated January 23, 1998, was recorded January 28, 1998 under Document No. 98-1996 in Vol. 41, Pages 3-37 in the Office of Recorder, Hendricks County, Indiana (hereinafter the "Supplemental Declaration");

WHEREAS, Article X Section 10.2 Amendment of the Supplemental Declaration, allows the Declarant to amend the Supplemental Declaration as it deems appropriate.

NOW THEREFORE, Declarant hereby amends Exhibit "C" of the Supplemental Declaration:

The set backs for SF-B should read:

20' Front, 0' minimum per Side and 10' aggregate, 20' Rear\*

*\*25' Rear yards for lots adjacent to perimeter*

IN WITNESS WHEREOF, the undersigned Officer of Declarant has hereunto caused his name to be subscribed this 10<sup>th</sup> day of June, 1998.

OWNER/DEVELOPER:  
Cedar Run Limited, Inc.

By: 

Timmy J. Shrout  
Vice President/Secretary

1PPP47.1

9800015415  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 06-17-1998 At 01:18 pm.  
AMEND COVEN 14.00  
Vol. 63 Pg. 549 - 550

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STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Timmy J. ShROUT, a Vice President/Secretary of Cedar Run Limited, Inc. who acknowledged the execution of the foregoing First Amendment to Supplemental Declaration of Covenants and Restrictions acting for and on behalf of said Cedar Run Limited, Inc., and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of June, 1998.

Donna L. Wheeler  
Notary Public

\_\_\_\_\_  
Printed Name

My Commission Expires:  
\_\_\_\_\_

My County of Residence:  
\_\_\_\_\_



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

This instrument prepared by: William T. Rees, Attorney at Law, 8355 Rockville Road, Indianapolis, IN 46234.

9800018354  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 07-16-1998 At 09:09 am.  
COVENANTS 15.00  
Vol. 67 Pg. 1765 - 1767

**MASTER DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
HEARTLAND CROSSING**

Cedar Run Limited, Inc., an Indiana corporation ("Declarant") intends by this instrument dated July 8, 1998 to subject additional real estate to the Master Declaration.

WHEREAS, the MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF HEARTLAND CROSSING ("Master Declaration") dated September 19, 1997 was recorded on September 24, 1997 as Instrument No. 9700020156, Book 26, Pages 1589-1648, in the office of the Hendricks County Recorder, which encumbered certain real estate to be known as The Colony at Heartland Crossing, Section I consisting of 12.08± acres;

WHEREAS, the Master Declaration further encumbered Additional Land consisting of 14.75± acres known as The Colony at Heartland Crossing, Section II ("Section II"), with the Master Declaration dated January 23, 1998 and was recorded January 28, 1998 as Instrument No. 98-00001996, Vol. 41, Pages 1502-1503 in the office of the Hendricks County Recorder;

WHEREAS, the attached Exhibit "A" consisting of 20.05± acres is to be known as The Colony at Heartland Crossing, Sections III and IV.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described in Exhibit "A" shall be held, sold and conveyed subject to the covenants, conditions, easements, and restrictions of the Master Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Master Declaration as of this 8th day of July, 1998.

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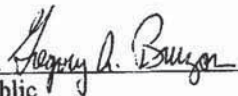
CEDAR RUN LIMITED, INC.

By:   
Timmy J. Shrout, Vice President

STATE OF INDIANA    )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, this 8th day of July, 1998, personally appeared Timmy J. Shrout, known by me to be a Vice President of Cedar Run Limited, Inc., who executed the foregoing document for and on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

  
Notary Public

My Commission Expires:

\_\_\_\_\_

My County of Residence:

\_\_\_\_\_



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

This instrument was prepared by William T. Rees, Attorney at Law, 8355 Rockville Road, Indianapolis, IN 46234.

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## LEGAL DESCRIPTION

The Colony @ Heartland Crossing Section 3 &amp; 4

A part of the Southeast Quarter of Section 20, Township 14 North, Range 2 East in Hendricks County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Quarter Section, said point being marked by a Harrison monument; thence North 00 degrees 17 minutes 51 seconds East (assumed bearing) along the East line of the said Quarter Section 1116.21 feet to the southeast corner of a 13.30 acres tract of land conveyed to C. P. Morgan Communities, L.P. as per Deed recorded in Instrument #9700020158 in the Office of the Recorder of Hendricks County, Indiana, the next two courses are along the South line of Morgan; Thence North 89 degrees 42 minutes 09 seconds West 30.00 feet; thence North 79 degrees 57 minutes 23 seconds West 110.21 feet to an angle point in the South line of Lot #65 in The Colony at Heartland Crossing Section I as per plat thereof recorded in Plat Cabinet 4, Slide 186, pages 1-2, and Slide 187 page 1, in the Office of the Recorder of Hendricks County, Indiana, the next two courses are along the south line of said Section One; thence North 65 degrees 12 minutes 35 seconds West 349.07 feet; thence North 60 degrees 35 minutes 03 seconds West 50.00 feet to the East line of The Colony at Heartland Crossing Section II as per plat thereof recorded in Plat Cabinet 1, Slide 20, pages 1A, 1B, and 1C, in the Office of the Recorder of Hendricks County, Indiana, the following twelve courses are along the east and south lines thereof; thence South 29 degrees 24 minutes 57 seconds West 105.00 feet; thence South 60 degrees 35 minutes 03 seconds East 20.74 feet; thence South 29 degrees 24 minutes 57 seconds West 50.00 feet; thence South 21 degrees 39 minutes 21 seconds West 63.71 feet; thence South 13 degrees 52 minutes 07 seconds West 50.37 feet; thence South 06 degrees 59 minutes 35 seconds West 50.37 feet; thence South 01 degrees 05 minutes 54 seconds East 229.00 feet; thence North 88 degrees 54 minutes 06 seconds East 10.00 feet; thence South 01 degrees 05 minutes 54 seconds East 310.00 feet; thence South 88 degrees 54 minutes 06 seconds West 5.00 feet; thence South 01 degrees 05 minutes 54 seconds East 105.00 feet; thence South 88 degrees 54 minutes 06 seconds West parallel with the south line of said Quarter Section 555.00 feet to the east line of Raceway Road as shown on the Secondary Plat for Heartland Business Park Section I, Parts One and Two as recorded in Plat Cabinet 4, Slides 198, 199, and 200, pages 1 and 2, in the Office of the Recorder of Hendricks County, Indiana, the following three courses are along said east line; thence South 01 degrees 05 minutes 54 seconds East perpendicular to the south line of said Quarter Section 250.00 to the point of curvature of a curve concave northeasterly, having a radius of 25.00 feet the radius point of said curve bears North 88 degrees 54 minutes 06 seconds East from said point; thence southeasterly along said curve 39.27 feet to a point that bears South 01 degrees 05 minutes 54 seconds East from said radius point; thence perpendicular to the south line of said Quarter Section South 01 degrees 05 minutes 54 seconds East 40.00 feet to said south line of said Quarter Section; thence along said south line North 88 degrees 54 minutes 06 seconds East 1100.00 feet to the POINT OF BEGINNING. Containing 20.05 acres, more or less. Subject to restrictions, easements and legal rights of way of record.

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9800018355  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 07-16-1998 At 09:09 am.  
SUPP COVENA 15.00  
Vol. 67 Pg. 1768 - 1770

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
THE COLONY AT HEARTLAND CROSSING, SECTIONS III AND IV**

Cedar Run Limited, Inc., an Indiana corporation ("Declarant") intends by this instrument dated July 8, 1998 to subject additional real estate to the Supplemental Declaration.

WHEREAS, the SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE COLONY AT HEARTLAND CROSSING, SECTION I ("Supplemental Declaration") dated September 19, 1997 was recorded on September 24, 1997 as Instrument No. 9700020157, Book 26, Pages 1649 -1680, in the office of the Hendricks County Recorder, which encumbered certain real estate to be known as The Colony at Heartland Crossing, Section I consisting of 12.08± acres;

WHEREAS, the Supplemental Declaration further encumbered Additional Land consisting of 14.75± acres known as The Colony at Heartland Crossing, Section II ("Section II"), with the Supplemental Declaration dated January 23, 1998 and was recorded January 28, 1998 as Instrument No. 98-00001996, Vol. 41, Pages 1504-1538 in the office of the Hendricks County Recorder; and amended by a First Amendment dated June 10, 1998 and recorded June 17, 1998 as Instrument No. 98-00015415, Vol. 63, Pages 549-550 in the office of the Hendricks County Recorder;

WHEREAS, the attached Exhibit "A" consisting of 20.05± acres is to be known as The Colony at Heartland Crossing, Sections III and IV.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described in Exhibit "A" shall be held, sold and conveyed subject to the covenants, conditions, easements, and restrictions of the Supplemental Declaration.

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IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration as of this 8th day of July, 1998.

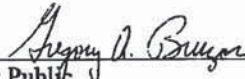
CEDAR RUN LIMITED, INC.

By:   
Timmy J. Shrout, Vice President

STATE OF INDIANA     )  
                                  ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, this 8th day of July, 1998, personally appeared Timmy J. Shrout, known by me to be a Vice President of Cedar Run Limited, Inc., who executed the foregoing document for and on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

  
Notary Public

My Commission Expires:  
\_\_\_\_\_

My County of Residence:  
\_\_\_\_\_



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

This instrument was prepared by William T. Rees, Attorney at Law, 8355 Rockville Road, Indianapolis, IN 46234.

## LEGAL DESCRIPTION

The Colony @ Heartland Crossing Section 3 &amp; 4

A part of the Southeast Quarter of Section 20, Township 14 North, Range 2 East in Hendricks County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of said Quarter Section, said point being marked by a Harrison monument; thence North 00 degrees 17 minutes 51 seconds East (assumed bearing) along the East line of the said Quarter Section 1116.21 feet to the southeast corner of a 13.30 acres tract of land conveyed to C. P. Morgan Communities, L.P. as per Deed recorded in Instrument #9700020158 in the Office of the Recorder of Hendricks County, Indiana, the next two courses are along the South line of Morgan; Thence North 89 degrees 42 minutes 09 seconds West 30.00 feet; thence North 79 degrees 57 minutes 23 seconds West 110.21 feet to an angle point in the South line of Lot #65 in The Colony at Heartland Crossing Section I as per plat thereof recorded in Plat Cabinet 4, Slide 186, pages 1-2, and Slide 187 page 1, in the Office of the Recorder of Hendricks County, Indiana, the next two courses are along the south line of said Section One; thence North 65 degrees 12 minutes 35 seconds West 349.07 feet; thence North 60 degrees 35 minutes 03 seconds West 50.00 feet to the East line of The Colony at Heartland Crossing Section II as per plat thereof recorded in Plat Cabinet 1, Slide 20, pages 1A, 1B, and 1C, in the Office of the Recorder of Hendricks County, Indiana, the following twelve courses are along the east and south lines thereof; thence South 29 degrees 24 minutes 57 seconds West 105.00 feet; thence South 60 degrees 35 minutes 03 seconds East 20.74 feet; thence South 29 degrees 24 minutes 57 seconds West 50.00 feet; thence South 21 degrees 39 minutes 21 seconds West 63.71 feet; thence South 13 degrees 52 minutes 07 seconds West 50.37 feet; thence South 06 degrees 59 minutes 35 seconds West 50.37 feet; thence South 00 degrees 20 minutes 03 seconds West 55.38 feet; thence South 01 degrees 05 minutes 54 seconds East 229.00 feet; thence North 88 degrees 54 minutes 06 seconds East 10.00 feet; thence South 01 degrees 05 minutes 54 seconds East 310.00 feet; thence South 88 degrees 54 minutes 06 seconds West 5.00 feet; thence South 01 degrees 05 minutes 54 seconds East 105.00 feet; thence South 88 degrees 54 minutes 06 seconds West parallel with the south line of said Quarter Section 555.00 feet to the east line of Raceway Road as shown on the Secondary Plat for Heartland Business Park Section I, Parts One and Two as recorded in Plat Cabinet 4, Slides 198, 199, and 200, pages 1 and 2, in the Office of the Recorder of Hendricks County, Indiana, the following three courses are along said east line; thence South 01 degrees 05 minutes 54 seconds East perpendicular to the south line of said Quarter Section 250.00 to the point of curvature of a curve concave northeasterly, having a radius of 25.00 feet the radius point of said curve bears North 88 degrees 54 minutes 06 seconds East from said point; thence southeasterly along said curve 39.27 feet to a point that bears South 01 degrees 05 minutes 54 seconds East from said radius point; thence perpendicular to the south line of said Quarter Section South 01 degrees 05 minutes 54 seconds East 40.00 feet to said south line of said Quarter Section; thence along said south line North 88 degrees 54 minutes 06 seconds East 1100.00 feet to the POINT OF BEGINNING. Containing 20.05 acres, more or less. Subject to restrictions, easements and legal rights of way of record.

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**SECOND AMENDMENT TO  
SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
THE COLONY AT HEARTLAND CROSSING, SECTION II**

Cedar Run Limited, Inc., an Indiana corporation ("Declarant"), intends by this instrument dated September 16, 1998 to amend the Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for The Colony at Heartland Crossing, Section II.

WHEREAS, Supplemental Declaration for The Colony at Heartland Crossing, Section II, dated January 23, 1998, was recorded January 28, 1998 under Document No. 98-1996 in Vol. 41, Pages 3-37 in the Office of Recorder, Hendricks County, Indiana; and amended by a First Amendment dated June 10, 1998 and recorded June 17, 1998 as Instrument No. 98-00015415, Vol. 63 Pages 549-550 in the Office of Recorder, Hendricks County, Indiana (hereinafter the Supplemental Declaration, Section II");

WHEREAS, the Real Estate known as The Colony at Heartland Crossing, Section II is owned by C. P. Morgan Communities, L.P., an Indiana Limited Partnership ("Owner");

WHEREAS, Article X Section 10.2 Amendment of the Supplemental Declaration, Section II allows the Declarant to amend the Supplemental Declaration as it deems appropriate.

NOW THEREFORE, Declarant hereby amends Exhibit "C" of the Supplemental Declaration, Section II and the Owner joins in and approves this amendment.

Exhibit "C" of the prior Supplemental Declaration, Section II is replaced by the Exhibit "C" attached to and made part of this Second Amendment.

3COL@HLC\COV2AMN2

9800026421  
Filed for Record in  
HENDRICKS COUNTY IN  
JOY BRADLEY  
On 10-05-1998 At 10:06 am.  
AMEND COVEN 21.00  
Vol. 80 Pg. 1642 - 1647

1

6, 2



IN WITNESS WHEREOF, the undersigned Officer of Declarant and the Owner have hereunto caused their names to be subscribed this 16th day of September, 1998.

DEVELOPER:  
Cedar Run Limited, Inc.

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

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Timmy J. Shrout, a Vice President/Secretary of Cedar Run Limited, Inc. who acknowledged the execution of the foregoing Second Amendment to Supplemental Declaration of Covenants and Restrictions acting for and on behalf of said Cedar Run Limited, Inc., and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of September, 1998.

[Signature]  
Notary Public

Printed Name

My Commission Expires:

My County of Residence:



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

OWNER:  
C. P. Morgan Communities, L.P.  
an Indiana Limited Partnership

By: Mark W. Boyce  
Mark W. Boyce, Vice Pres.

STATE OF INDIANA     )  
                                      ) SS:  
COUNTY OF MARION    )

Before me, a Notary Public in and for said County and State, personally appeared Mark W. Boyce, Vice President of C. P. Morgan Communities, L.P., who acknowledged the execution of the foregoing Second Amendment to Supplemental Declaration of Covenants and Restrictions acting for and on behalf of said C. P. Morgan Communities, L.P., and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 16th day of September, 1998.

Gregory A. Bruzas  
Notary Public

Printed Name

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



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

This instrument prepared by: William T. Rees, Attorney at Law, 8355 Rockville Road, Indianapolis, IN 46234.

**BUILDING STANDARDS AND ASSOCIATION FEES**

**EXHIBIT "C"**

**The Colony at Heartland Crossing, Section II - Supplemental Declaration - Amended**  
3COL@HLC\SUPEXHC2A

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## BUILDING STANDARDS AND ASSOCIATION FEES

COMMUNITY: The Colony at Heartland Crossing, Section II

BUILDING STANDARDS:

Type of Residence:	Single Family Home
No. of Lots:	90
Lot Size:	Per the Hendricks County PUD approval.
Set Backs:	Per the Hendricks County PUD approval.
Min. Square Feet (sft.):	Per the Hendricks County PUD approval.
Garages:	Per the Hendricks County PUD approval.

1. All signage and all sign locations, including any sign to advertise the source of mortgages, shall be in good taste and shall be approved by the Developer prior to installation.
2. Builder shall install Committee-approved and Post Office-approved curb side rural mailboxes during original construction of the Dwelling Units. Builder shall supply mail boxes.

Street lights shall be leased as a part of the association fee.

3. All roofs will be Weatherwood by Owenings-Corning or the same color manufactured by a different supplier.
4. Developer to specify fence requirements in Covenants.
5. Each Lot shall receive the following minimum landscaping which must be approved by the Committee for specs, size, and location.
  - A. At least one (1) deciduous shade (overstory) tree, two (2) inches caliper, shall be planted. Builder may choose among red oak, hard maple, seedless ash, or pear for the required deciduous shade tree.
  - B. Front and side yards (half way back along the Dwelling Unit) and street frontage on corner lots shall be sodded.
6. All driveways shall be of concrete or asphalt.

Driveways shall be not more than twelve (12) inches wider than the outside walls of the garage door or doors it serves.

### EXHIBIT "C"

The Colony at Heartland Crossing, Section II - Supplemental Declaration - Amended

3COL@HLC\SUPEXHC2A

The width of the driveway shall be no less than the outer edge of the garage door or doors it serves.

- 7. Builder shall finish grade lots to conform with the grading plan approved by the Drainage Board of Hendricks County. Of critical importance is the grading of side yard and rear swales. Builder shall have the right to enter upon adjacent undeveloped lots to grade side yard and rear swales to meet approved plan grade; however, Builder must return the Lots to their original condition. Builder shall maintain all rear swales to the line and grade as shown on the approved plans after acceptance of the Drainage System by the Drainage Board of Hendricks County.
- 8. Subject to Act of God, casualty, weather and other causes beyond Builder's control, homes shall be completed within six (6) months of commencement of construction by Builder of footings.
- 9. No above ground pools, storage sheds, dog runs, or satellite dishes over one meter in diameter.
- 10. The Owners and Lots in the Community are subject to the Master Declaration which is referred to on page one (1) of this Declaration. Both Declarations must be adhered to in order to be in compliance with covenants, conditions and restrictions of the Community. If there is a section addressing the same subject in both Declarations, the more restrictive section shall apply.

COMMUNITY FEE:\*

\$12 per month covers common area maintenance and street lights of the community. Lot Owners are responsible for yard care, trash removal, maintenance and insurance on residence.

MASTER ASSOCIATION FEE:\*

\$18 per month covers common area and facilities maintenance costs in Heartland Crossing and access to all the TCCD facilities.

\*The fees are estimated amounts and subject to annual adjustment.

**EXHIBIT "C"**

**The Colony at Heartland Crossing, Section II - Supplemental Declaration - Amended**

3COL@HL.C\SUPLEXIC2A

9900020609  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 07-09-1999 At 01:47 pm.  
SUPP COVENA 15.00  
Vol. 130 Pg. 1681 - 1683

**SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS FOR  
THE COLONY AT HEARTLAND CROSSING, SECTION VI**

Cedar Run Limited, Inc., an Indiana corporation ("Declarant") intends by this instrument dated July 8, 1999 to subject additional real estate to the Supplemental Declaration.

WHEREAS, the SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE COLONY AT HEARTLAND CROSSING, SECTION I ("Supplemental Declaration") dated September 19, 1997 was recorded on September 24, 1997 as Instrument No. 9700020157, Book 26, Pages 1649 -1680, in the office of the Hendricks County Recorder, which encumbered certain real estate to be known as The Colony at Heartland Crossing, Section I consisting of 12.08± acres:

WHEREAS, the Supplemental Declaration further encumbered Additional Land consisting of 14.75± acres known as The Colony at Heartland Crossing, Section II ("Section II"), with the Supplemental Declaration dated January 23, 1998 and was recorded January 28, 1998 as Instrument No. 98-00001996, Vol. 41, Pages 1504-1538 in the office of the Hendricks County Recorder; amended by a First Amendment dated June 10, 1998 and recorded June 17, 1998 as Instrument No. 98-00015415, Vol. 63, Pages 549-550 in the office of the Hendricks County Recorder; and amended by a Second Amendment dated September 16, 1998 and recorded October 5, 1998 as Instrument No. 98-00026421, Vol. 80, Pages 1642-1647 in the office of the Hendricks County Recorder;

WHEREAS, the Supplemental Declaration further encumbered Additional Land consisting of 20.05± acres known as The Colony at Heartland Crossing, Sections III and IV, with the Supplemental Declaration dated July 8, 1998 and was recorded July 16, 1998 as Instrument No. 98-00018355, Vol. 67, Pages 1768-1770 in the office of the Hendricks County Recorder;

217



WHEREAS, the attached Exhibit "A" consisting of 8.48± acres is to be known as The Colony at Heartland Crossing, Section VI.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described in Exhibit "A" shall be held, sold and conveyed subject to the covenants, conditions, easements, and restrictions of the Supplemental Declaration.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Declaration as of this 8TH day of July, 1999.

CEDAR RUN LIMITED, INC.

By: [Signature]  
Timmy J. Shrouf, Vice President

STATE OF INDIANA )  
                                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, this 8TH day of July, 1999, personally appeared Timmy J. Shrouf, known by me to be a Vice President of Cedar Run Limited, Inc., who executed the foregoing document for and on behalf of said entity.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

[Signature]  
Notary Public



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

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

This instrument was prepared by William T. Rees, Attorney at Law, 8355 Rockville Road, Indianapolis, IN 46234.

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A part of the southwest quarter of Section 20, Township 14 North, Range 2 East of the Second Principal Meridian in Guilford Township, Hendricks County, Indiana, being more particularly described as follows:

Commencing at the Southeast corner of said Quarter Section; thence South 88 degrees 54 minutes 06 seconds West (basis of bearing was taken from a Land Title Survey prepared by Schneider Engineering Corporation and is recorded as Instrument Number 9800003738 in the Office of the Recorder of said County) along the South line of said Quarter Section 1210.00 feet to a point on the South Line of Heartland Business Park-Section 1, Parts One and Two as per plot thereof recorded as Instrument Number 9800008345 in the Office of the Recorder; thence North 01 degrees 05 minutes 54 seconds West perpendicular to said South line of said Quarter Section 40.00 feet to a point on the North line of the right-of-way of County Line Road as per said plot and the POINT OF BEGINNING; thence South 88 degrees 54 minutes 06 seconds West along said right-of-way line 1188.47 feet to the East line of the land conveyed to Phillip J. Baker and recorded as Instrument #960002644 in the Office of the Recorder of said County; thence North 00 degrees 45 minutes 36 seconds East 279.40 feet along said East line and parallel with the West line of said Quarter Section to the South line extended of the land conveyed to the Tri-County Conservancy District and recorded as Instrument #980003533 in the Office of said Recorder (the next two courses are along said south line and the extension aforesaid); thence North 74 degrees 55 minutes 35 seconds East 196.98 feet; thence South 81 degrees 32 minutes 07 seconds East 210.93 feet also partly along the South line of the land conveyed to Sparking Image III, Inc. and recorded as Instrument #9900004731 in the Office of the Recorder of said County (the following seven courses are along the South line of Sparking Image); thence North 81 degrees 00 minutes 00 seconds East 248.36 feet; thence South 84 degrees 48 minutes 17 seconds East 121.75 feet; thence North 88 degrees 00 minutes 00 seconds East 100.00 feet; thence South 88 degrees 00 minutes 00 seconds West 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East 100.00 feet; thence South 00 degrees 00 minutes 00 seconds West 100.00 feet; thence North 00 degrees 00 minutes 00 seconds East 100.00 feet; thence South 00 degrees 00 minutes 00 seconds West 100.00 feet to the POINT OF BEGINNING.

DESCRIPTION

Parcel 1 (fee parcel)

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

Commencing at the Southeast corner of said Quarter Section; thence South 88 degrees 54 minutes 06 seconds West (basis of bearing was taken from a Land Tile Survey prepared by Schneider Engineering Corporation and is recorded as Instrument Number 9800003738 in the Office of the Recorder of said County) along the South line of said Quarter Section 1210.00 feet to a point on the South Line of Heartland Business Park-Section 1, Parts One and Two as per plat thereof recorded as Instrument Number 9800008345 in the Office of the Recorder; thence North 01 degrees 05 minutes 54 seconds West perpendicular to said South line of said Quarter Section 40.00 feet to a point on the North line of the right-of-way of County Line Road as per said plat and the POINT of BEGINNING; thence South 88 degrees 54 minutes 06 seconds West along said right-of-way line 1188.47 feet to the East line of the land conveyed to Phillip J. Baker and recorded as Instrument #960002644 in the Office of the Recorder of said County; thence North 00 degrees 45 minutes 36 seconds East 279.40 feet along said East line and parallel with the West line of said Quarter Section to the South line extended of the land conveyed to the Tri-County Conservancy District and recorded as Instrument #980003533 in the Office of said Recorder (the next two courses are along said south line and the extension aforesaid); thence North 74 degrees 55 minutes 35 seconds East 196.98 feet; thence South 81 degrees 32 minutes 07 seconds East 210.93 feet also partly along the South line of the land conveyed to Sparkling Image III, Inc. and recorded as Instrument #9900004731 in the Office of the Recorder of said County (the following seven courses are along the South line of Sparkling Image); thence North 81 degrees 00 minutes 00 seconds East 248.36 feet; thence South 84 degrees 48 minutes 17 seconds East 123.75 feet; thence North 89 degrees 09 minutes 10 seconds East 82.00 feet; thence South 79 degrees 23 minutes 09 seconds East 83.74 feet; thence North 79 degrees 12 minutes 47 seconds East 83.19 feet; thence South 79 degrees 48 minutes 39 seconds East 122.62 feet; thence North 88 degrees 54 minutes 06 seconds East 70.03 feet to a point on the West line of the right-of-way of Raceway Road as per said plat (the following two (2) described courses being along the common boundary with said plat); (1) South 01 degrees 05 minutes 54 seconds East along said West right-of-way line 260.00 feet to the point of curvature of a curve concave Northwesterly having a central angle of 90 degrees 00 minutes 00 seconds and a radius of 25.00 feet; (2) Southwesterly along said curve on arc length of 39.27 feet (said curve being subtended by a chord having a bearing of South 43 degrees 54 minutes 06 seconds West and a length of 35.36 feet) to the POINT of Beginning of this description, containing 8.48 acres, more or less, subject to all restrictions, easements and legal rights-of-way of record.

EXHIBIT "A"



CERTIFICATE OF ASSESSMENTS  
FOR  
ANNUAL MAINTENANCE

199900029633  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
On 10-11-1999 At 02:08 pm.  
CER AS MAIN .00  
OR Book 145 Page 1607 - 1615

THE DRAINAGE BOARD OF:  
HENDRICKS COUNTY, INDIANA

IN THE MATTER OF:

ASSESSMENTS FOR ANNUAL MAINTENANCE  
OF COLONY LAKES SUBDIVISION,  
ARM OF WILLIAMSBURG IN THE WOODS, DRAIN #007089  
IN HENDRICKS COUNTY, INDIANA

TO THE AUDITOR OF HENDRICKS COUNTY:

We certify that the schedule of assessments attached hereto has been adopted pursuant to Article IV, Chapter 305, Acts 1965, to provide funds for annual maintenance of the above named drain; that due notice thereof has been published; that the period of time within judicial review may be requested has expired; and that the order of the Drainage Board fixing the assessment on each tract of land is now final.

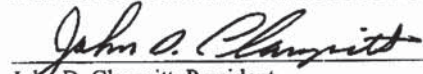
The assessments stated in the attached schedule are annual assessments, and shall be collected year after year until such assessments are terminated or changed by order of the Drainage Board. One half of each annual assessment shall be due and payable on or before the 10th day of May and on the 10th day of November in each year, the first of which semiannual installments shall be due and payable on or before the 10th day of May, 2000.

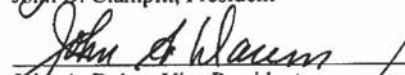
All such installments may be paid without interest, but if not paid when due shall be subject to the same rate of penalty applicable to delinquent taxes.


The County Auditor is directed to enter the assessments according to this certification in the DITCH DUPLICATE of the county for collection by the County Treasurer.


IN WITNESS WHEREOF, we have hereto set our hands, this 11<sup>TH</sup> day of October, 1999.

HENDRICKS COUNTY DRAINAGE BOARD:

  
John D. Clampitt, President

  
John A. Datum, Vice President

  
Hursel C. Disney, Member

ATTEST:   
Patsy D. Wynn, Secretary

**FILED**

OCT 11 1999

  
AUDITOR HENDRICKS COUNTY



**COLONY LAKES ARM OF #007089**

Property Owner Address	Parcel No.	Township	Acres Described	Acres Benefited	% of Est. Cost	Benefit per Acre / Lot	Maintenance	Construction
BROWN, Thomas & Barbara J. 2998 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-001	Washington	Lot 1 Unit A				\$50.00	
MESSMAN, Denise T. 2728 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-002	Washington	Lot 1 Unit B				\$50.00	
HILL, John E. & Patricia L. 2994 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-003	Washington	Lot 1 Unit C				\$50.00	
MARSH, Nancy I. 2968 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-004	Washington	Lot 2 Unit A				\$50.00	
CLARK, Debra Elizabeth Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-005	Washington	Lot 2 Unit B				\$50.00	
MILLER, Rhonda 2964 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-006	Washington	Lot 2 Unit C				\$50.00	
MEECE, Lowell W. & Betty M. 2888 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-007	Washington	Lot 3 Unit A				\$50.00	
ANDERSON, George 2886 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-008	Washington	Lot 3 Unit B				\$50.00	
NISI, Mary 2884 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-009	Washington	Lot 3 Unit C				\$50.00	

**COLONY LAKES ARM OF #007089**

REYNOLDS, Donald G. & Patricia 2868 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-010	Washington	Lot 4 Unit A				\$50.00	
SMITH, Sherry A. 2866 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-011	Washington	Lot 4 Unit B				\$50.00	
BELL, Lucille 2864 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-012	Washington	Lot 4 Unit C				\$50.00	
GODDARD, Marian P. 2828 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-013	Washington	Lot 5 Unit A				\$50.00	
COOP, Nellie M. 2826 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-014	Washington	Lot 5 Unit B				\$50.00	
WESSEL, Jerry L. & Rachel 2824 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-015	Washington	Lot 5 Unit C				\$50.00	
SMOCK, Katherine A. & DAUM, Linda K. 2788 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-016	Washington	Lot 6 Unit A				\$50.00	
MAY, John E. & Linda S. 2786 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-017	Washington	Lot 6 Unit B				\$50.00	
OBRIEN, James R. & Willemia K. 2784 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-018	Washington	Lot 6 Unit C				\$50.00	
PAQUETTE, Richard J. 2748 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-019	Washington	Lot 7 Unit A				\$50.00	



**COLONY LAKES ARM OF #007089**

STANLEY, Everett & Marilyn E 2746 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-020	Washington	Lot 7 Unit B				\$50.00	
SAMPLE, Mark A. & Linda 2744 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-021	Washington	Lot 7 Unit C				\$50.00	
TETRAULT, Denise R. & Helen M. 2728 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-022	Washington	Lot 8 Unit A				\$50.00	
MAYNE, Howard A. & Gayle 2726 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-023	Washington	Lot 8 Unit B				\$50.00	
HUCKSTEP, Lyell L. & Martha Louise 2724 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-024	Washington	Lot 8 Unit C				\$50.00	
PERKINSON, Lucille M. & HENDERSON, Mary Ann 2733 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 470-017	Washington	Lot 9 Unit 1				\$50.00	
SWANK, Dallas & Lilit A. 2735 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-018	Washington	Lot 9 Unit 2				\$50.00	
MEYER, Dorothy L. 2737 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-019	Washington	Lot 10				\$50.00	
SQUIRES, Viola & Edward C. 2833 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-020	Washington	Lot 11 Unit 1				\$50.00	
NEUHOFF, Edward & Mary 2835 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-021	Washington	Lot 11 Unit 2				\$50.00	



**COLONY LAKES ARM OF #007089**

LILES, J. R. & Zenobia 2837 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-022	Washington	Lot 12 Unit 1				\$50.00	
CAHALL, Howard J 2853 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-023	Washington	Lot 12 Unit 2				\$50.00	
EVANS, Robert S. & Pamela M. 2823 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-013	Washington	Lot 13 Unit A				\$50.00	
MCQUEARY, Ruth E. 2825 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-014	Washington	Lot 13 Unit B				\$50.00	
MONNEY, Ruth F. c/o Jack Strough 11124 South CR 225W Cloverdale, IN 46120	25-1-23-51E 472-015	Washington	Lot 13 Unit C				\$50.00	
FAUCETT, Ricky Lee & Patricia Jean 2857 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-024	Washington	Lot 14 Unit 1				\$50.00	
SETTLE, Dorothy Ramona 2872 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-025	Washington	Lot 14 Unit 2				\$50.00	
GASTON, Roberta E. 2875 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-026	Washington	Lot 15 Unit 1				\$50.00	
EVANS, E James & Deanna 2877 Colony Lake West Drive Plainfield, IN 46168	25-1-23-51E 472-027	Washington	Lot 15 Unit 2				\$50.00	
LAWER, Richard L. & Donna K. 2950 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-028	Washington	Lot 16 Unit A				\$50.00	

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**COLONY LAKES ARM OF #007089**

SIEMERS, Ralph A. & Martha J. 2940 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-029	Washington	Lot 16 Unit B				\$50.00	
SEXTON, Edward W. Jr. & Zelma B. 2918 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-030	Washington	Lot 17 Unit A				\$50.00	
STACHURA, Leola M. 2908 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-031	Washington	Lot 17 Unit B				\$50.00	
MESSMORE, Maxine H. 2876 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-032	Washington	Lot 18 Unit A				\$50.00	
COONEY, Robert J. & Ruby Fisher 701-1 Terry Road Naples, FL 34112	25-1-23-51E 472-033	Washington	Lot 18 Unit B				\$50.00	
STEINMETZ, Larry V. & Nancy A. 2860 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-034	Washington	Lot 19 Unit A				\$50.00	
WORLEY, Daniel E. & Rosalie 2856 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-035	Washington	Lot 19 Unit B				\$50.00	
FULLER, William R. & Joan 2844 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-036	Washington	Lot 20 Unit A				\$50.00	
COOK, Deborah C. 2832 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-037	Washington	Lot 20 Unit B				\$50.00	
DULIN, Vania M. 2806 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-038	Washington	Lot 21 Unit A				\$50.00	



**COLONY LAKES ARM OF #007089**

DULIN, Vanita 2806 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-039	Washington	Lot 21 Unit B				\$50.00	
CURRY, Alexandra A. 2776 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-040	Washington	Lot 22				\$50.00	
BAKER, Barbara M. 2734 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-041	Washington	Lot 23 Unit A				\$50.00	
KLEIN, Richard E. Sr. & Rita F. 2722 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 472-042	Washington	Lot 23 Unit B				\$50.00	
CULP, Robert W. & Georgia M. 2718 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-026	Washington	Lot 24 Unit A				\$50.00	
MILLER, Judith 2720 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-025	Washington	Lot 24 Unit B				\$50.00	
COOK, Alma M. 2712 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-027	Washington	Lot 25				\$50.00	
WALLACE, Ava & Rose M. 2702 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-028	Washington	Lot 26				\$50.00	
McNEIL, Carolyn Sue 2727 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-029	Washington	Lot 27				\$50.00	
BUSH, Harold L. & Edith H. 2745 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-030	Washington	Lot 28				\$50.00	



**COLONY LAKES ARM OF #007089**

RUSSELL, Janice D 2769 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-032	Washington	Lot 29 Unit A				\$50.00	
EDWARDS, Lorie A 2791 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-031	Washington	Lot 29 Unit B				\$50.00	
LOCKHART, Carlin M. & Barbara 2801 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-033	Washington	Lot 30				\$50.00	
LITTS, Stanley & Angela 2825 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-034	Washington	Lot 31				\$50.00	
BILLUPS, Donald T. & Mary A 2839 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-035	Washington	Lot 32				\$50.00	
LVDICK, Ronald E. & Karen R 2855 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-036	Washington	Lot 33				\$50.00	
CHENAULT, David J. & Rebecca A 2873 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-038	Washington	Lot 34 Unit A				\$50.00	
GARDNER, Jack N. & Elaine N. 2877 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-037	Washington	Lot 34 Unit B				\$50.00	
PURTER, Glenn A. & Jean M. 2895 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-039	Washington	Lot 35				\$50.00	
ARNOLD, Marian S. 2899 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-040	Washington	Lot 36				\$50.00	

**COLONY LAKES ARM OF #007089**

BLACKBURN, Fred A & SCHNEIDER, Helen L. 130 East Mark Street, #401 Indianapolis, IN 46204	25-1-23-51E 470-041	Washington	Lot 37				\$50.00	
FLIMBLE, Robert J & Shirley C. 2933 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-042	Washington	Lot 38				\$50.00	
ALLISON, Margaret G. 2939 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-044	Washington	Lot 39 Unit A				\$50.00	
KESSLER, Catherine 2959 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-043	Washington	Lot 39 Unit B				\$50.00	
HALE, William R & Mary E 2979 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-045	Washington	Lot 40				\$50.00	
BRADSHAW, Hea Kyung 2989 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-046	Washington	Lot 41				\$50.00	
EVANS, Joan 2999 Colony Lake East Drive Plainfield, IN 46168	25-1-23-51E 470-047	Washington	Lot 42				\$50.00	
Colony Lake Owners Assoc. Inc. P.O. Box 343 Plainfield, IN 46168	25-1-23-51E 472-016	Washington	Common Area Lake				\$50.00	
			77 Lots/Units				\$3,850.00	







LEGAL DESCRIPTION

A part of the subdivided County of Madison 25 Township 14 North, Range 2 East as follows:

Commencing at the Southeast corner of said Quarter Section 26... 24 square 28... 25 square 28... 26 square 28... 27 square 28... 28 square 28... 29 square 28... 30 square 28... 31 square 28... 32 square 28... 33 square 28... 34 square 28... 35 square 28... 36 square 28... 37 square 28... 38 square 28... 39 square 28... 40 square 28... 41 square 28... 42 square 28... 43 square 28... 44 square 28... 45 square 28... 46 square 28... 47 square 28... 48 square 28... 49 square 28... 50 square 28... 51 square 28... 52 square 28... 53 square 28... 54 square 28... 55 square 28... 56 square 28... 57 square 28... 58 square 28... 59 square 28... 60 square 28... 61 square 28... 62 square 28... 63 square 28... 64 square 28... 65 square 28... 66 square 28... 67 square 28... 68 square 28... 69 square 28... 70 square 28... 71 square 28... 72 square 28... 73 square 28... 74 square 28... 75 square 28... 76 square 28... 77 square 28... 78 square 28... 79 square 28... 80 square 28... 81 square 28... 82 square 28... 83 square 28... 84 square 28... 85 square 28... 86 square 28... 87 square 28... 88 square 28... 89 square 28... 90 square 28... 91 square 28... 92 square 28... 93 square 28... 94 square 28... 95 square 28... 96 square 28... 97 square 28... 98 square 28... 99 square 28... 100 square 28...

This plat was prepared and approved by the Madison County Board of Supervisors... on this 15th day of November, 1968.



Attest: My hand and the seal of said County, this 15th day of November, 1968.

CERTIFICATE OF PLAT COMMISSIONER

Under the authority provided by Section 36-3-1-100 of the Code of Ordinances of Madison County, Indiana, I have examined the plat and find that it is correct and true to the original survey and that it is in accordance with the laws of the State of Indiana and the Constitution of the United States.

Dated this 15th day of December, 1968.

C. H. ...  
President

W. B. ...  
Secretary



BENCHMARK SURVEYING, INC.  
BENCHMARK BUILDING AT SQUARE BUSH  
20 E. Airport Rd., Suite 200 - Evansville, IN 47618  
(317) 850-1500 • FAX 850-1507

THE CHINA & WESTERN PRINTING - SIMONSON ST.

FINAL PLAT FOR THE COLONY AT HEARTLAND CROSSING SECTION VI

The undersigned, the Board of Supervisors of Madison County, Indiana, do hereby certify that the plat of the Colony at Heartland Crossing, Section VI, as shown on the attached plat, is in accordance with the laws of the State of Indiana and the Constitution of the United States.

This plat was prepared and approved by the Madison County Board of Supervisors... on this 15th day of November, 1968.

Attest: My hand and the seal of said County, this 15th day of November, 1968.

By the Commission: ...  
Madison County, Indiana



MICHAEL M. ...  
Platting Agent

ALL TAXABLE SUBDIVISIONS REFERRED TO IN THIS PLAT SHALL BE SUBJECT TO THE PAYMENT OF TAXES TO THE COUNTY OF MADISON, INDIANA, IN ACCORDANCE WITH THE LAWS OF THE STATE OF INDIANA AND THE CONSTITUTION OF THE UNITED STATES.

Table with columns: TRACT, ACRES, and other details. Rows include various tracts and their respective acreages.

200600017888  
Filed for Record in  
HENDRICKS COUNTY IN  
THERESA D LYNCH  
06-28-2006 At 08:10 am.  
COVENANTS 75.00

**AMENDMENTS**  
to the  
**MASTER DECLARATION OF COVENANTS, CONDITIONS,  
EASEMENTS AND RESTRICTIONS OF  
HEARTLAND CROSSING**  
for  
**HEARTLAND CROSSING FOUNDATION, INC.**

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**CROSS REFERENCE**

The Colony at Heartland Crossing, Section 1, Plat, Instrument #9800004335  
The Colony at Heartland Crossing, Section 2, Plat, Instrument #98000011999  
The Colony at Heartland Crossing, Section 3, Plat, Instrument #199900021642  
The Colony at Heartland Crossing, Section 4, Plat, Instrument #9900000734  
The Colony at Heartland Crossing, Section 6, Plat, Instrument #199900033578

Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing, Instrument #9700020156

Supplemental Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter "Supp. DOC") for The Colony at Heartland Crossing, Section I, Instrument #9700020157

Supp. DOC for The Colony at Heartland Crossing, Section II, Instrument #9800001996

First Amendment to Supp. DOC for The Colony at Heartland Crossing, Section II, Instrument #9800015415

Second Amendment to Supp. DOC for The Colony at Heartland Crossing, Section II, Instrument #9800026421

Supp. DOC for The Colony at Heartland Crossing, Section III and IV, Instrument #9800018355

Master Declaration of Covenants, Conditions, Easements and Restrictions (hereinafter "Master DOC") of Heartland Crossing, Instrument #9800018354

First Amendment to Master DOC of Heartland Crossing, Instrument #9800026523

Second Amendment to Master DOC for The Colony at Heartland Crossing, Sections III & IV, Instrument #9900013789

Master DOC of Heartland Crossing, Instrument #9900020608

Supplemental Declaration of Covenants, Conditions, Easements and Restrictions for The Colony at Heartland Crossing, Section VI, Instrument #9900020609

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24418

COMES NOW the Heartland Crossing Foundation, Inc., by the Declarant, Cedar Run Limited, Inc., on this \_\_\_\_ day of \_\_\_\_\_, 2006, and states as follows:

**WITNESSETH THAT:**

- A. WHEREAS, the residential community in Hendricks County, Indiana commonly known as Heartland Crossing was established upon the recording of certain Plats with the Office of the Recorder for Hendricks County, Indiana; and
- B. WHEREAS, the Plat for The Colony at Heartland Crossing, Section 1, was filed with the Office of the Hendricks County Recorder on February 25, 1998, as **Instrument # 9800004335**; and
- C. WHEREAS, the Plat for The Colony at Heartland Crossing, Section 2, was filed with the Office of the Hendricks County Recorder on May 12, 1998, as **Instrument #9800011999**; and
- D. WHEREAS, the Plat for The Colony at Heartland Crossing, Section 3, was filed with the Office of the Hendricks County Recorder on July 21, 1999, as **Instrument #199900021642**; and
- E. WHEREAS, the Plat for The Colony at Heartland Crossing, Section 4, was filed with the Office of the Hendricks County Recorder on January 11, 1999, as **Instrument #9900000734**; and
- F. WHEREAS, the Plat for The Colony at Heartland Crossing, Section 6, was filed with the Office of the Hendricks County Recorder on November 24, 1999, as **Instrument #199900033578**; and
- G. WHEREAS, the foregoing Plats contain Covenants which run with the land, namely the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing, recorded in the office of the Hendricks County Recorder on September 24, 1997, as **Instrument # 9700020156**, which states that by taking a deed to any Lot as set forth on any of the above listed Plats for the Heartland Crossing development, each owner will become a mandatory member of the Heartland Crossing Foundation, Inc., an Indiana nonprofit corporation (hereinafter "Association") which serves as the Master Association for all of the communities located within the Heartland Crossing development; and
- H. WHEREAS, the Association was incorporated pursuant to the above listed Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing as a non-profit corporation pursuant to Articles of Incorporation filed with, and approved by, the Indiana Secretary of State on February 10, 1998; and



- I. WHEREAS, Article XIII, Section 13.2 of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing, specifically allows the provisions contained in the Master Declaration to be amended unilaterally at any time by the Declarant if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule or regulation and for any other purpose provided that such amendment shall not materially adversely affect, in the opinion of the Declarant, the substantive rights of any Lot owner or mortgagee hereunder; and
- J. WHEREAS, the Declarant of the Heartland Crossing Master Declaration pursuant to the authority granted to it by Article XIII, Section 13.2, desires to amend Article II, Section 2.6(L) to meet the federal governmental standards for satellite dishes set for in the Federal Telecommunications Act of 1996; and
- K. WHEREAS, in addition to the above amendment to the Master Declaration of Covenants, the Declarant further desires to make an amendment to Article II, Section 2.6(Q), of the current Covenants in order to more clearly specify the scope of the fence, swimming pool and other exterior structure provision by providing clarification as to what types of improvements are allowed in the development, what improvements require prior approval from the DCC, and to make the provisions of Article II, Section 2.6(Q) consistent with the rules, regulations, and guidelines set forth in Exhibit C of this Master Declaration pursuant to its authority as set forth in the paragraphs above; and
- L. WHEREAS, in addition to the above amendments to the Master Declaration of Covenants, the Declarant further desires to make an amendment to Article XI of the current Covenants in order to further clarify the architectural standards of the development and in order to add a variance provision, pursuant to its authority as set forth in the paragraphs above; and
- M. WHEREAS, in addition to the above amendments to the Master Declaration of Covenants, the Declarant further desires to make an amendment to Exhibit "C" of the current Covenants in order to make such exhibit congruent with the amendment to Section 2.6(Q), pursuant to its authority as set forth in the paragraphs above;

WHEREFORE, the following Amendments to the Master Declaration of Covenants, Conditions, Easements and Restrictions are hereby approved and adopted by the undersigned Declarant. All current Master Declaration provisions not effected by these amendments are deemed and desired to remain in full force and effect.

Article II, Section 2.6(L) is hereby amended to read as follows:

**ARTICLE II**

**PROPERTY RIGHTS**

**Section 2.6 Character of the Development**

L. **Antennas and Solar Heat Panels.** In accordance with the Federal Communications Commission rules governing Over-the-Air Reception Devices (OTARD), members may only install satellite dishes that are one meter or less in diameter. One meter is equal to 39.37 inches, and "diameter" is the distance measured across the widest part of the dish. The DCC reserves the right to require members to put screening around the dish to hide it from view, or to cover or paint the dish to make it more acceptable in appearance to its surroundings. The DCC also reserves the right to specify a preference order of places to install the dish. Other antennae or devices, such as towers or radio antennae that are not covered by the OTARD rule, must receive approval of the DCC before being installed on any Lot. Solar heat panels shall not be allowed on any Lot or on any residence on any Lot which is visible from outside such residence.

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The reason for this amendment is to bring the provision into compliance with the Federal Telecommunications Act of 1996. The authority to make this amendment is granted to the Declarant under Article XIII, Section 13.2(a)(i) of the Master Declaration of Covenants, Conditions, Easements and Restrictions of Heartland Crossing.

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