

CROSS REFERENCE

840093096

2088 6 750

FIRST AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE
918
OCT 5 2

This First Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("First Amendment and Supplement"), made this 19th day of November, 1984, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

Nov 28 AM 02 94 01
COUNTY AUDITOR
DULY ENTERED
FOR TAXATION

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract I").

C. Additional Tract I constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the second phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

D. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract I and to the inclusion of Additional Tract I in The Holcomb Estate have been met and satisfied and Declarant, by

RECEIVED FOR RECORD
BETH D. LAUGHLIN
RECORDER-MARION CO.
Nov 28 11 15 AM '84

this First Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract I and to incorporate Additional Tract I in The Holcomb Estate.

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

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract I and this First Amendment and Supplement; provided, however, Additional Tract I shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract I Plans defined in this First Amendment and Supplement.

"Tract I Plans" as used herein means the floor and building plans and elevations of the Buildings and Condominium Units on Additional Tract I, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of November 12, 1984, and a site plan of Additional Tract I and Buildings thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of November 12, 1984, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract I and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract I, all as if the same had originally been included in the Declaration, and the

same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this First Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There are four (4) Buildings containing twelve (12) Condominium Units on Additional Tract I as shown on the Tract I Plans. The Buildings are identified and referred to in the Tract I Plans and in this First Amendment and Supplement as Buildings B, C, D and The Mansion. A description of the Buildings located on Additional Tract I and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this First Amendment and Supplement, The Holcomb Estate now consists of five (5) Buildings containing seventeen (17) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this First Amendment and Supplement, shall be that Percentage Interest included in each

Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract I is identified on the Tract I Plans by a letter which identifies the Building (except the Mansion which is identified on the Tract I Plans as "Mansion") in which the Condominium Unit is located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter or name and number for such Condominium Unit as shown on the Tract I Plans, and shall be stated as "Condominium Unit (with identifying letter or name and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this First Amendment and Supplement, 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract I Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this First Amendment and Supplement

are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of November 28, 1984, as Instrument No. 84-93096.

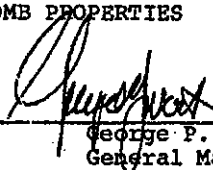
7. Interpretation. To the extent the provisions of Paragraph 4 of this First Amendment and Supplement are inconsistent with the provisions of Paragraph 4 of the Declaration, Paragraph 4 of the Declaration shall be deemed explicitly amended by the provisions of Paragraph 4 of this First Amendment and Supplement.

8. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

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

HOLCOMB PROPERTIES

By



George P. Sweet
General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared George P. Sweet, known to me and known by me to be the General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing First Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 14th day of November, 1984.

For Leigh Wilson
Notary Public Residing in

Marion County

Leigh Wilson

(printed signature)

My Commission Expires:

August 13, 1986

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT I

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet; thence South 25 degrees 53 minutes 29 seconds East 54.00 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 31.42 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence South 64 degrees 06 minutes 31 seconds West 16.00 feet to a curve having a radius of 63.64 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Westerly along said curve 33.32 feet to a point which bears South 04 degrees 06 minutes 31 seconds West from said radius point; thence North 85 degrees 53 minutes 29 seconds West 19.00 feet to a curve having a radius of 104.30 feet, the radius point of which bears South 04 degrees 06 minutes 31 seconds West; thence Westerly along said curve 54.61 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence South 64 degrees 06 minutes 31 seconds West 62.00 feet to a curve having a radius of 97.04 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Southwesterly and Southerly along said curve 132.55 feet to a point which bears South 75 degrees 50 minutes 51 seconds West from said radius point, said point lies on a reverse curve having a radius of 122.77 feet, the radius point of which bears South 75 degrees 50 minutes 51 seconds West; thence Southerly along said curve 103.53 feet to a point which bears South 55 degrees 50 minutes 09 seconds East from said radius point; thence South 34 degrees 09 minutes 51 seconds West 49.00 feet to a curve having a radius of 136.51 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Southerly along said curve 84.23 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence South 01 degrees 11 minutes 29 seconds East 141.47 feet to a curve having a radius of 127.41 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Southerly along said curve 46.06 feet to a point which bears South 68 degrees 05 minutes 37 seconds West from said radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears South 68 degrees 05 minutes 37 seconds West; thence Southerly and Southwesterly along said curve 44.29 feet to a point which bears South 27 degrees 19 minutes 01 seconds East from said radius point, said point lies on a reverse curve having a radius of 40.00 feet, the radius point of which bears South 27 degrees 19 minutes 01 seconds East; thence Southerly, Southeasterly, Easterly, Northeasterly and Northerly along said curve 170.26 feet to a point which bears North 88 degrees 48 minutes 31 seconds East from said radius point; thence North 01 degrees 11 minutes 29 seconds West 6.00 feet to a curve having a radius of 127.41 feet, the radius point of which bears South 88 degrees 48 minutes

Exhibit A
Legal Description of Additional Tract I
Page 2

31 seconds West; thence Northerly along said curve 64.27 feet to a point which bears North 59 degrees 54 minutes 19 seconds East from said radius point, said point lies on a reverse curve having a radius point of 105.41 feet, the radius point of which bears North 59 degrees 54 minutes 19 seconds East thence Northerly along said curve 53.17 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence North 01 degrees 11 minutes 29 seconds West 141.47 feet to a curve having a radius of 114.51 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Northerly along said curve 70.66 feet to a point which bears North 55 degrees 50 minutes 09 seconds West from said radius point; thence North 34 degrees 09 minutes 51 seconds East 15.50 feet to a curve having a radius of 10.00 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Northeasterly and Easterly along said curve 15.71 feet to a point which bears North 34 degrees 09 minutes 51 seconds East from said radius point; thence South 55 degrees 50 minutes 09 seconds East 36.98 feet to a curve having a radius of 76.42 feet, the radius point of which bears North 34 degrees 09 minutes 51 seconds East; thence Easterly along said curve 45.35 feet to a point which bears South 00 degrees 09 minutes 51 seconds West from said radius point; thence South 89 degrees 50 minutes 09 seconds East 28.28 feet to a curve having a radius of 80.33 feet, the radius point of which bears North 00 degrees 09 minutes 51 seconds East; thence Easterly along said curve 29.25 feet to the Point of Beginning, said point bears South 20 degrees 41 minutes 58 seconds East from said radius point; thence continue along said curve 63.24 feet to a point which bears South 65 degrees 48 minutes 34 seconds East from said radius point; thence North 24 degrees 11 minutes 26 seconds East 17.00 feet; thence South 65 degrees 48 minutes 34 seconds East 106.00 feet; thence South 20 degrees 56 minutes 10 seconds West 170.00 feet; thence North 69 degrees 03 minutes 50 seconds West 94.00 feet to a point which bears South 00 degrees 00 minutes 00 seconds 110.89 feet from the point of beginning; thence North 00 degrees 00 minutes 00 seconds 110.89 feet to the Point of Beginning, containing 0.45 acres, more or less.

ALSO:

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold

Exhibit A
Legal Description of Additional Tract I
Page 3

Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet; thence South 25 degrees 53 minutes 29 seconds East 54.00 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 31.42 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence South 64 degrees 06 minutes 31 seconds West 16.00 feet to a curve having a radius of 63.64 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Westerly along said curve 33.32 feet to a point which bears South 04 degrees 06 minutes 31 seconds West from said radius point; thence North 85 degrees 53 minutes 29 seconds West 19.00 feet to a curve having a radius of 104.30 feet, the radius point of which bears South 04 degrees 06 minutes 31 seconds West; thence Westerly along said curve 54.61 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence South 64 degrees 06 minutes 31 seconds West 62.00 feet to a curve having a radius of 97.04 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Southwesterly and Southerly along said curve 132.55 feet to a point which bears South 75 degrees 50 minutes 51 seconds West from said radius point, said point lies on a reverse curve having a radius of 122.77 feet, the radius point of which bears South 75 degrees 50 minutes 51 seconds West; thence Southerly along said curve 103.53 feet to a point which bears South 55 degrees 50 minutes 09 seconds East from said radius point; thence South 34 degrees 09 minutes 51 seconds West 49.00 feet to a curve having a radius of 136.51 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Southerly along said curve 84.23 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence South 01 degrees 11 minutes 29 seconds East 141.47 feet to a curve having a radius of 127.41 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Southerly along said curve 46.06 feet to a point which bears South 68 degrees 05 minutes 37 seconds West from said radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears South 68 degrees 05 minutes 37 seconds West; thence Southerly and Southwesterly along said curve 44.29 feet to a point which bears South 27 degrees 19 minutes 01 seconds East from said radius point, said point lies on a reverse curve having a radius of 40.00 feet, the radius point of which bears South 27 degrees 19 minutes 01 seconds East; thence Southerly along said curve 45.00 feet to a point which bears South 88 degrees 13 minutes 31 seconds West from said radius point which is the Point of Beginning; thence continue along said 40.00 feet radius curve Southerly, Southeasterly, Easterly, Northeasterly and Northerly along said curve 125.26 feet to a point which bears North 88 degrees 48 minutes 31 seconds East from said radius point; thence North 01 degrees 11 minutes 29 seconds West 5.00 feet; thence North 83 degrees 46 minutes 45 seconds East 110.00 feet; thence South 01 degrees 40 minutes 00 seconds East 249.74 feet to a point on a Southwesterly line of a tract conveyed by Instrument #64-45195 recorded in said Recorder's Office; thence along said line North 78 degrees 00 minutes 58 seconds West 411.27 feet to a point in the center line of Cold Spring Road as located February, 1983; thence along said Cold Spring Road North 07 degrees 13 minutes 02 seconds East

Exhibit A
Legal Description of Additional Tract 1
Page 4

126.98 feet to a point which bears South 84 degrees 30 minutes 00 seconds West 190.77 feet from the point of beginning; thence North 84 degrees 30 minutes 00 seconds East 190.77 feet to the Point of Beginning, containing 1.62 acres, more or less.

Together with a nonexclusive easement for Ingress and egress over and across the following described real estates:

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 23 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 55 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet; thence South 25 degrees 53 minutes 29 seconds East 54.00 feet to the Point of Beginning, said point lies on a curve having a radius of 20.00 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 31.42 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence South 64 degrees 06 minutes 31 seconds West 16.00 feet to a curve having a radius of 63.64 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Westerly along said curve 33.32 feet to a point which bears South 04 degrees 06 minutes 31 seconds West from said radius point; thence North 85 degrees 53 minutes 29 seconds West 19.00 feet to a curve having a radius of 104.30 feet, the radius point of which bears South 04 degrees 06 minutes 31 seconds West; thence Westerly along said curve 54.61 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence South 64 degrees 06 minutes 31 seconds West 62.00 feet to a curve having a radius of 97.04 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Southwesterly and Southerly along said curve 132.55 feet to a point which bears South 75 degrees 50 minutes 51 seconds West from said radius point, said point lies on a reverse curve having a radius of 122.77 feet, the radius point of which bears South 75 degrees 50 minutes 51 seconds West; thence Southerly along said curve 103.53 feet to a point which bears South 55 degrees 50 minutes 09 seconds East from said radius point; thence South 34 degrees 09 minutes 51 seconds West 49.00 feet to a curve having a radius of 136.51 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Southerly along said curve 84.23 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence South 01 degrees 11 minutes 29 seconds East 141.47 feet to a curve having a radius of 127.41 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Southerly along said curve 46.06 feet to a point which bears South 68 degrees 05 minutes 37 seconds West from said radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears South 68 degrees 05 minutes 37 seconds West; thence Southerly and Southwesterly along said curve 44.29 feet to a point which bears South 27 degrees 19 minutes 01 seconds

Exhibit A
Legal Description of Additional Tract I
Page 5

East from said radius point, said point lies on a reverse curve having a radius of 40.00 feet, the radius point of which bears South 27 degrees 19 minutes 01 seconds East; thence Southerly, Southeasterly, Easterly, Northeasterly and Northerly along said curve 170.26 feet to a point which bears North 88 degrees 48 minutes 31 seconds East from said radius point; thence North 01 degrees 11 minutes 29 seconds West 6.00 feet to a curve having a radius of 127.41 feet, the radius point of which bears South 88 degrees 48 minutes 31 seconds West; thence Northerly along said curve 64.27 feet to a point which bears North 59 degrees 54 minutes 19 seconds East from said radius point, said point lies on a reverse curve having a radius point of 105.41 feet, the radius point of which bears North 59 degrees 54 minutes 19 seconds East thence Northerly along said curve 53.17 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence North 01 degrees 11 minutes 29 seconds West 141.47 feet to a curve having a radius of 114.51 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Northerly along said curve 70.65 feet to a point which bears North 55 degrees 50 minutes 09 seconds West from said radius point; thence North 34 degrees 09 minutes 51 seconds East 15.50 feet to a curve having a radius of 10.00 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Northeasterly and Easterly along said curve 15.71 feet to a point which bears North 34 degrees 09 minutes 51 seconds East from said radius point; thence South 55 degrees 50 minutes 09 seconds East 36.98 feet to a curve having a radius of 76.42 feet, the radius point of which bears North 34 degrees 09 minutes 51 seconds East; thence Easterly along said curve 45.35 feet to a point which bears South 00 degrees 09 minutes 51 seconds West from said radius point; thence South 89 degrees 50 minutes 09 seconds East 28.28 feet to a curve having a radius of 80.33 feet, the radius point of which bears North 00 degrees 09 minutes 51 seconds East; thence Easterly and Northeasterly along said curve 92.49 feet to a point which bears South 65 degrees 48 minutes 34 seconds East from said radius point; thence North 24 degrees 11 minutes 26 seconds East 100.00 feet to a curve having a radius of 30.00 feet, the radius point of which bears North 65 degrees 48 minutes 34 seconds West; thence Northerly, Northwesterly, Westerly, Southwesterly and Southerly along said curve 130.11 feet to a point which bears South 45 degrees 42 minutes 03 seconds West from said radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears South 45 degrees 42 minutes 03 seconds West; thence Southerly along said curve 35.86 feet to a point which bears South 65 degrees 48 minutes 34 seconds East from said radius point; thence South 24 degrees 11 minutes 26 seconds West 44.18 feet to a curve having a radius of 58.33 feet, the radius point of which bears North 65 degrees 48 minutes 34 seconds West; thence Southwesterly and Westerly along said curve 67.16 feet to a point which bears South 00 degrees 09 minutes 51 seconds West from said radius point; thence North 89 degrees 50 minutes 09 seconds West 28.28 feet to a curve having a radius of 54.42 feet, the radius point of which bears North 00 degrees 09 minutes 51 seconds East; thence Westerly along said curve 32.29 feet to a point which bears South 34 degrees 09 minutes 51 seconds West from said radius point; thence North 55 degrees 50 minutes 09 seconds West 37.21 feet to a curve having a radius of 10.00 feet, the radius point of which bears North 34 degrees 09 minutes 51 seconds East; thence Northerly along said curve 15.16 feet to a point which bears North 58 degrees 59 minutes 03 seconds

Exhibit A
Legal Description of Additional Tract 1
Page 6

West from said radius point, said point lies on a reverse curve having a radius of 144.77 feet, the radius point of which bears North 58 degrees 59 minutes 03 seconds West; thence Northerly along said curve 114.12 feet to a point which bears North 75 degrees 50 minutes 51 seconds East from said radius point, said point lies on a reverse curve having a radius of 75.04 feet, the radius point of which bears North 75 degrees 50 minutes 51 seconds East thence Northerly and Northeasterly along said curve 102.50 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence North 64 degrees 06 minutes 31 seconds East 62.00 feet to a curve having a radius of 82.30 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Easterly along said curve 43.09 feet to a point which bears North 04 degrees 06 minutes 31 seconds East from said radius point; thence South 85 degrees 53 minutes 29 seconds East 19.00 feet to a curve having a radius of 85.64 feet, the radius point of which bears North 04 degrees 06 minutes 31 seconds East from said radius point; thence Easterly along said curve 44.84 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence North 64 degrees 06 minutes 31 seconds East 36.00 feet to a point which bears South 25 degrees 53 minutes 29 seconds East 42.00 feet from the point of beginning; thence North 25 degrees 53 minutes 29 seconds West 42.00 feet to the Point of Beginning.

ALSO:

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the nonexclusive easement for ingress and egress as described in Exhibit B of the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3 all recorded October 11, 1984 as Instrument #84-79773 in the Office of the Recorder of Marion County, Indiana, said commencing point located Southwest of 1726 Glencary Crest in Building A as shown on said As Built Site Plan; thence along the Southerly line of said ingress and egress easement North 74 degrees 44 minutes 46 seconds East 52.21 feet to the Point of Beginning; thence continue along said Southerly line North 74 degrees 44 minutes 46 seconds East 84.79 feet to a curve having a radius of 102.26 feet, the radius point of which bears North 15 degrees 15 minutes 14 seconds West; thence Easterly along said curve 2.82 feet to a point which bears South 16 degrees 50 minutes 06 seconds East from said radius point; thence along the extension of and the Easterly side of an existing garage South 24 degrees 36 minutes 50 seconds East 69.09 feet to the Southeast corner of said garage; thence along the Southerly side of said garage South 65 degrees 23 minutes 10 seconds West 10.50 feet; thence South 24 degrees 36 minutes 50 seconds East 65.00 feet; thence South 65 degrees 23 minutes 10 seconds West 155.85 feet; thence North 52 degrees 30 minutes 00 seconds West 93.71 feet to a point which bears South 37 degrees 30 minutes 00 seconds West 139.98 feet from the point of beginning; thence North 37 degrees 30 minutes 00 seconds East 139.98 feet to the Point of Beginning, containing 0.55 acres, more or less.

Exhibit A
Legal Description of Additional Tract I
Page 7

Together with a nonexclusive easement for ingress and egress over and across the following described real estate:

Beginning at the Southwest corner of the nonexclusive easement for ingress and egress as described in Exhibit B of the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plat, Sheet 2 of 3 all recorded October 11, 1984 as Instrument #E4-79773 in the Office of the Recorder of Marion County, Indiana, said beginning point located Southwest of 1726 Glencary Crest in Building A as shown on said As Built Site Plan; thence South 15 degrees 15 minutes 14 seconds East 12.06 feet; thence South 37 degrees 30 minutes 00 seconds West 106.44 feet to a curve having a radius of 25.00 feet, the radius point of which bears North 52 degrees 30 minutes 00 seconds West; thence Southwesterly along said curve 15.89 feet to a point which bears South 16 degrees 04 minutes 45 seconds East from said radius point; thence South 73 degrees 55 minutes 15 seconds West 12.97 feet to a curve having a radius of 25.00 feet, the radius point of which bears North 16 degrees 04 minutes 45 seconds West; thence Westerly along said curve 19.35 feet to a point which bears South 28 degrees 15 minutes 25 seconds West; thence North 61 degrees 44 minutes 35 seconds West 19.69 feet to a point having a radius of 25.00 feet, the radius point of which bears South 28 degrees 15 minutes 25 seconds West; thence Westerly, Southwesterly, Southerly and Southeasterly along said curve 97.89 feet to a point which bears South 16 degrees 04 minutes 45 seconds East from said radius point; thence North 73 degrees 55 minutes 15 seconds East 62.00 feet to a curve having a radius of 47.00 feet, the radius point of which bears North 16 degrees 04 minutes 45 seconds West; thence Northeasterly along said curve 29.88 feet to a point which bears South 52 degrees 30 minutes 00 seconds East from said radius point; thence North 37 degrees 30 minutes 00 seconds East 155.29 feet to a point on the Southerly line of said Ingress and egress easement which bears North 74 degrees 44 minutes 46 seconds East 52.21 feet from the point of beginning; thence along said Southerly line South 74 degrees 44 minutes 46 seconds West 52.21 feet to the Point of Beginning.

EXHIBIT B

DESCRIPTION OF BUILDINGS AND
CONDOMINIUM UNITS

The Buildings on Additional Tract I as of the date of this Supplemental Declaration are identified and referred to in the Plans as the Mansion and Buildings B, C and D. The "Mansion" is a three story structure with basement constructed of masonry. Buildings B and D are one story structures constructed of wood frame. Building C is a one and two story structure constructed of wood frame. The buildings are more particularly described as follows:

The Mansion contains a total of three (3) separate Condominium Units, which consist of the following:

Unit Mansion-1

1 story
Living Area - 2437 square feet
Basement Storage Area - 366 square feet
Garage - 440 square feet
(2 bedrooms, den and 2-1/2 baths)

Unit Mansion-2

2 story
Living Area - 1665 square feet
Basement Storage Area - 453 square feet
Garage - 440 square feet
(2 bedrooms, den and 2 baths)

Unit Mansion-3

2 story
Living Area - 2063 square feet
Basement Storage Area - 277 square feet
Garage - 440 square feet
(2 bedrooms, den and 2 baths)

Building B contains a total of three (3) separate Condominium Units, which consist of the following:

Unit B-1

1 story
Living Area - 1965 square feet
Basement Area - 855 square feet
Garage - 427 square feet
(2 bedrooms, den and 2 baths)

Unit B-2

1 story
Living Area - 1817 square feet
Garage - 450 square feet
(2 bedrooms, den and 2 baths)

Unit B-3

1 story
Living Area - 2283 square feet
Basement Area - 1070 square feet
Garage - 448 square feet
(2 bedrooms, den and 2-1/2 baths)

Exhibit B
Page 2

Building C contains a total of three (3) separate Condominium Units, which consist of the following:

Unit C-1

1 story
Living Area - 1889 square feet
Garage - 443 square feet
(2 bedrooms, den and 2 baths)

Unit C-2

2 story
Living Area - 3257 square feet
Garage - 454 square feet
(2 bedrooms, den and 2-1/2 baths)

Unit C-3

1 story
Living Area - 2275 square feet
Garage - 442 square feet
(2 bedrooms, den and 2-1/2 baths)

Building D contains a total of three (3) separate Condominium Units, which consist of the following:

Unit D-1

1 story
Living Area - 2274 square feet
Garage - 443 square feet
(2 bedrooms, den and 2-1/2 baths)

Unit D-2

1 story
Living Area - 1896 square feet
Garage - 443 square feet
(2 bedrooms, den and 2 baths)

Unit D-3

1 story
Living Area - 1980 square feet
Garage - 442 square feet
(2 bedrooms, den and 2 baths)

84 93096

EXHIBIT C

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
A-1	5.88235
A-2	5.88235
A-3	5.88235
A-4	5.88235
A-5	5.88235
B-1	5.88235
B-2	5.88235
B-3	5.88235
C-1	5.88235
C-2	5.88235
C-3	5.88235
D-1	5.88235
D-2	5.88235
D-3	5.88235
Mansion-1	5.88235
Mansion-2	5.88235
Mansion-3	5.88235

Such Percentage Interests are subject to adjustment and alteration, upon expansion of The Holcomb Estate, as provided in the Declaration.

84 93096

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing First Amendment and Supplement to Declaration and the submission of the Additional Tract I to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing First Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 21 day of November, 1984.

MERCHANTS NATIONAL BANK & TRUST
COMPANY OF INDIANAPOLIS

BY: James A. Buell
James A. Buell
Assistant Vice President

84 93096

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgage for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 21st day of November, 1984.

Carol J. Osborne
Notary Public Residing in
MARION County
CAROL J. OSBORNE
(printed signature)

My Commission Expires:

July 28, 1986

84 93096

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing First Amendment and Supplement to Declaration and the submission of the Additional Tract I to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing First Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 20th day of November, 1984.

COMPUCOM DEVELOPMENT CORPORATION

By:

Hayes T. O'Brien
Hayes T. O'Brien
President

84 93096

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compurom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 20 day of November,



Susan K. Burford
Notary Public Residing in
Marion County

Susan K. Burford
(printed signature)

My Commission Expires:
6/1/97

84 93096

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, Indianapolis, Indiana 46204.



PAUL I. CRIFE, INC./ 7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777

PIC Job #82300-30000
December 7, 1984

CROSS REFERENCE

840096145

CORRECTION CERTIFICATE

CROSS REFERENCE

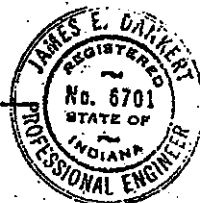
I, the undersigned, hereby certify that the "As Built Plans for The Holcomb Estates Horizontal Property Regime" recorded November 28, 1984 as Instrument #84-93096 in the Marion County, Indiana Recorder's Office was prepared under my supervision.

By error of the draftman who drew said plans, the area (15.0' x 20.0') on the lower left hand corner of "Mansion Floor Plan" as shown on sheet 6 of 9 sheets was incorrectly labeled "L.C.A.".

To correct said drafting error, the area (15.0' x 20.0') shall be labeled "L.C.A. to MANSION-1 STORAGE 1705 GLENCARY CREST" as shown on the attached exhibit of sheet 6 of 9.

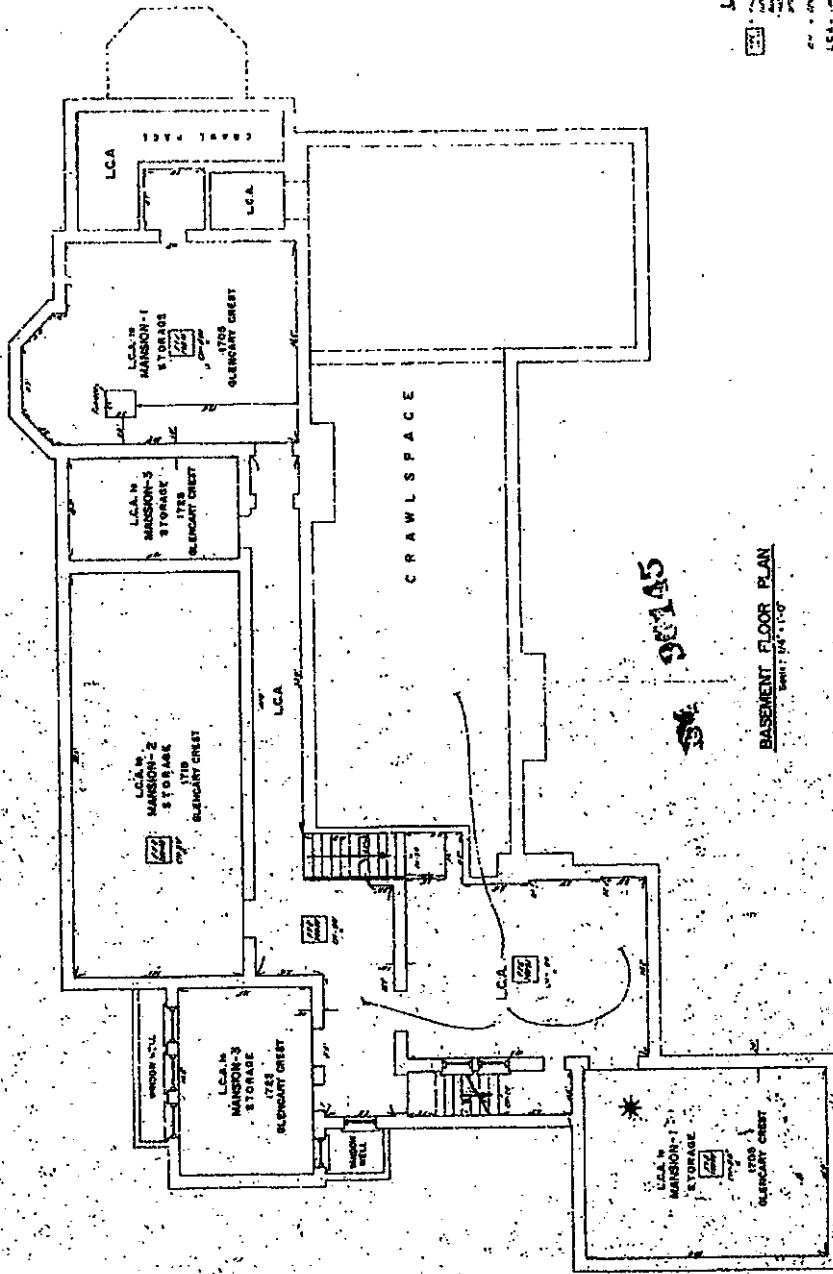


James E. Dankert
James E. Dankert
R.L.S. #4023
P.E. #6701



RECEIVED FOR RECORD
WITH O'LAUGHIN
RECORDER-HARRIS CO
DEC 7 2 03 PM '84

DEC 7 10 03 03 98
COUNTY CLERK
MARION COUNTY, INDIANA



LEGEND

- 1. Areas with lead levels above the action level (AL) are shown with a lead level symbol.
- 2. Areas with lead levels below the action level (AL) are shown with a blank symbol.
- 3. Areas with lead levels above the action level (AL) are shown with a lead level symbol.
- 4. Areas with lead levels below the action level (AL) are shown with a blank symbol.

BASMENT FLOOR PLAN
Sheet 2 of 4

98145

PROJECT NO.	DATE	SCALE	DESIGNER	CHECKED	DATE	PROJECT	NO.	DATE	SCALE
98145	12/15/88	1/4" = 1'-0"	J. CRIPPE	J. CRIPPE	12/15/88	HOLCOMB MANSION	1	12/15/88	1/4" = 1'-0"
PAUL CRIPPE INC. - CIVIL ENGINEERING 1715 N. W. 10th St. - Ft. Lauderdale, FL 33304 (305) 463-8777									
TECH. SPEC. - CIVIL ENGINEERING DATE: 12/15/88 PROJECT: HOLCOMB MANSION NO.: 1 SCALE: 1/4" = 1'-0" DATE: 12/15/88									



CROSS REFERENCE

CROSS REFERENCE

850008313

SECOND AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

2800

30

This Second Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Second Amendment and Supplement"), made this 31st day of January, 1985 by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract II").

D. Additional Tract II constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the third phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

DULY ENTERED
FOR TAXATION
FEB 1 1985 02:54
COUNTY AUDITOR

RECEIVED FOR RECORD
FEB 1 1 22 PM '85
RECORDER-MARION CO.

E. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract II and to the inclusion of Additional Tract II in The Holcomb Estate have been met and satisfied and Declarant, by this Second Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract II and to incorporate Additional Tract II in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Second Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract II and this Second Amendment and Supplement; provided, however, Additional Tract II shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract II Plans defined in this Second Amendment and Supplement.

"Tract II Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract II, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of January 17, 1985, and a site plan of Additional Tract II and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of January 17, 1985, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract II and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb

1

Estate is hereby expanded to include Additional Tract II, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Second Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There is one (1) Building containing two (2) Condominium Units on Additional Tract II as shown on the Tract II Plans. The Building is identified and referred to in the Tract II Plans and in this Second Amendment and Supplement as Building E. A description of the Building located on Additional Tract II and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Second Amendment and Supplement, The Holcomb Estate now consists of six (6) Buildings containing nineteen (19) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Second Amendment and

850009313

Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract II is identified on the Tract II Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter or name and number for such Condominium Unit as shown on the Tract II Plans, and shall be stated as "Condominium Unit (with identifying letter or name and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Second Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract II Plans setting forth the layout, location, identification numbers and dimensions of the Condominium

850009313

Units and Property identified in this Second Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Second Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or unforceable against Declarant personally or any of its partners, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

IN WITNESS WHEREOF, the undersigned has caused this Second

Amendment and Supplement to be executed the day and year first
above written.

HOLCOMB PROPERTIES

By Tom Charles Huston
Tom Charles Huston
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said
County and State, personally appeared Tom Charles Huston, known to
me and known by me to be the Assistant General Manager of Holcomb
Properties, an Indiana general partnership, who acknowledged the
execution of the foregoing Second Amendment and Supplement to
Declaration of Horizontal Property Regime for and on behalf of
said partnership.

WITNESS my hand and Notarial Seal this 31st day of January,
1985.

Von Leigh Wilson PUBLIC
Notary Public Residing in
Marion County
Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1986

This instrument prepared by Tom Charles Huston, Attorney at Law,
1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis,
Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Second Amendment and Supplement to Declaration and the submission of the Additional Tract II to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Second Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 29 day of January, 1985.

MERCHANTS NATIONAL BANK & TRUST
COMPANY OF INDIANAPOLIS

By James A. Buell
James A. Buell
Assistant Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 29th day of January, 1985.

Cynthia B. Corey
Notary Public Residing in Marion County
Cynthia B. Corey
(printed signature)

My Commission Expires:

11-19-88

850009313

This instrument prepared by Tom Charles Huston, Attorney at Law,
1315 Merchants Bank Building, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Second Amendment and Supplement to Declaration and the submission of the Additional Tract II to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Second Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 18th day of January, 1985.

COMPUCOM DEVELOPMENT CORPORATION

By: Hayes T. O'Brien
Hayes T. O'Brien,
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 18 day of January, 1985.

Jane G. Ryan
Notary Public Residing in
Marion County

Jane G. Ryan
(printed signature)

My Commission Expires:

April 17, 1986

850008313

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT II

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter Section; thence along the North line thereof South 89 degrees 21 minutes 52 seconds East (assumed bearing) 616.12 feet to the Northwest corner of Ayrshire, the plat of which was recorded in Plat Book 16, page 144 in the Office of the Recorder of Marion County, Indiana; thence along the West line of said Ayrshire South 00 degrees 35 minutes 14 seconds West 1034.80 feet to the Southwest corner of said Ayrshire; thence along the center line of Cold Spring Road North 64 degrees 06 minutes 31 seconds East 511.84 feet; thence South 25 degrees 53 minutes 29 seconds East 54.00 feet to a curve having a radius of 20.00 feet, the radius point of which bears South 64 degrees 06 minutes 31 seconds West; thence Southerly and Southwesterly along said curve 31.42 feet to a point which bears South 25 degrees 53 minutes 29 seconds East from said radius point; thence South 64 degrees 06 minutes 31 seconds West 16.00 feet to a curve having a radius of 63.64 feet, the radius point of which bears North 25 degrees 53 minutes 29 seconds West; thence Westerly along said curve 33.32 feet to a point which bears South 04 degrees 06 minutes 31 seconds West from said radius point; thence North 85 degrees 53 minutes 29 seconds West 19.00 feet to a curve having a radius of 104.30 feet, the radius point of which bears South 04 degrees 06 minutes 31 seconds West; thence Westerly along said curve 54.61 feet to a point which bears North 25 degrees 53 minutes 29 seconds West from said radius point; thence South 64 degrees 06 minutes 31 seconds West 62.00 feet to a curve having a radius of 97.04 feet, the radius point of which bears South 25 degrees 53 minutes 29 seconds East; thence Southwesterly and Southerly along said curve 132.55 feet to a point which bears South 75 degrees 50 minutes 51 seconds West from said radius point, said point lies on a reverse curve having a radius of 122.77 feet, the radius point of which bears South 75 degrees 50 minutes 51 seconds West; thence Southerly along said curve 103.53 feet to a point which bears South 55 degrees 50 minutes 09 seconds East from said radius point; thence South 34 degrees 09 minutes 51 seconds West 49.00 feet to a curve having a radius of 136.51 feet, the radius point of which bears South 55 degrees 50 minutes 09 seconds East; thence Southerly along said curve 84.23 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; thence South 01 degrees 11 minutes 29 seconds East 141.47 feet to a curve having a radius of 127.41 feet, the radius point of which bears North 88 degrees 48 minutes 31 seconds East; thence Southerly along said curve 18.03 feet to the Point of Beginning; thence North 82 degrees 46 minutes 58 seconds West 201.27 feet to a point in the center line of Cold Spring Road as located February, 1983; thence along said Cold Spring Road South 07 degrees 13 minutes 02 seconds West 146.30 feet to the Northwest corner of a 1.62 acre parcel as described in Exhibit A of Instrument #84-93096 recorded November 28, 1984 in the Office of the Recorder of Marion County, Indiana; thence along the Northerly line of said 1.62 acre parcel North 84 degrees 30 minutes 00 seconds East 190.77 feet to a point on a curve having a radius of 40.00 feet, the radius point of which bears North 88 degrees 13 minutes 31 seconds East, said point lies on the

850009313

Exhibit A
Legal Description of Additional Tract 11
Page 2

Westerly line of the first described nonexclusive easement for ingress and egress in Exhibit A of said Instrument #84-93096 (the next three courses are along said easement); (1) thence Northerly along said curve 45.00 feet to a point which bears North 27 degrees 19 minutes 01 seconds West from said 40.00 foot radius point, said point lies on a reverse curve having a radius of 30.00 feet, the radius point of which bears North 27 degrees 19 minutes 01 seconds West; (2) thence Northeasterly along said curve 44.29 feet to a point which bears North 68 degrees 05 minutes 37 seconds East from said radius point, said point lies on a reverse curve having a radius of 127.41 feet, the radius point of which bears North 68 degrees 05 minutes 37 seconds East; (3) thence Northerly along said curve 28.03 feet to a point which bears South 80 degrees 41 minutes 58 seconds West from said radius point which is the Point of Beginning, containing 0.57 acres, more or less.

Together with the first described nonexclusive easement for ingress and egress in Exhibit A of said Instrument #84-93096.

850008313

EXHIBIT B

**DESCRIPTION OF BUILDING AND
CONDOMINIUM UNITS**

The Building on Additional Tract II as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building E. Building E is a one story structure constructed of wood frame. The building is more particularly described as follows:

Building E contains a total of two (2) separate Condominium Units, which consist of the following:

<u>Unit E-1</u>	<u>Unit E-2</u>
1 story	1 story
Living Area - 1890 square feet	Living Area - 1972 square feet
Garage - 420 square feet	Garage - 444 square feet
(2 bedrooms, den and 2 baths)	(2 bedrooms, den and 2 baths)

850008313

EXHIBIT C

DESCRIPTION OF PERCENTAGE
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
A-1	5.26315
A-2	5.26315
A-3	5.26315
A-4	5.26315
A-5	5.26315
B-1	5.26315
B-2	5.26315
B-3	5.26315
C-1	5.26315
C-2	5.26315
C-3	5.26315
D-1	5.26315
D-2	5.26315
D-3	5.26315
Mansion-1	5.26315
Mansion-2	5.26315
Mansion-3	5.26315
E-1	5.26315
E-2	5.26315

Such Percentage Interests are subject to adjustment and alteration, upon expansion of The Holcomb Estate, as provided in the Declaration.

850009313

850008313

Holcomb

ESTATES

H.P.R.

3 Pages - Over size
Plans

RECEIVED FOR RECORD
RETR BY HUGHES
RECORDING - MARION CO.
FEB 1 1 26 PM 195

850008313



PAUL I. CRIFE, INC./7172 Graham Road/Indianapolis, Indiana 46250/(317) 842-6777

PIC Job #82300-30000
March 18, 1985
Sheet 1 of 2

CROSS REFERENCE

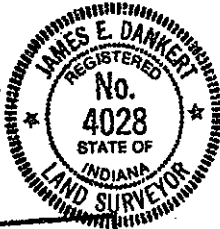
850022389
CORRECTION CERTIFICATE

I, the undersigned, hereby certify that the "As Built Plans for The Holcomb Estates Horizontal Property Regime" recorded October 11, 1984 as Instrument 84-79773 in the Marion County, Indiana Recorder's Office was prepared under my supervision.

By error of the scrivener who drew said plans the unit designation is incorrectly labeled from right to left, on sheet 3 of 3 sheets.

To correct said error I am recording this corrective unit designation to be labeled from left to right as shown on the attached exhibit of sheet 3 of 3. (Exhibit Sheet 2 of 2 dated 3/18/85)

RECEIVED FOR RECORD
MAR 26 3 07 PM '85



James E. Dankert
James E. Dankert
R.L. #4028
P.E. #6701

RECEIVED
MAR 25 85 00 67 19
COUNTY CLERK
MARION COUNTY, INDIANA

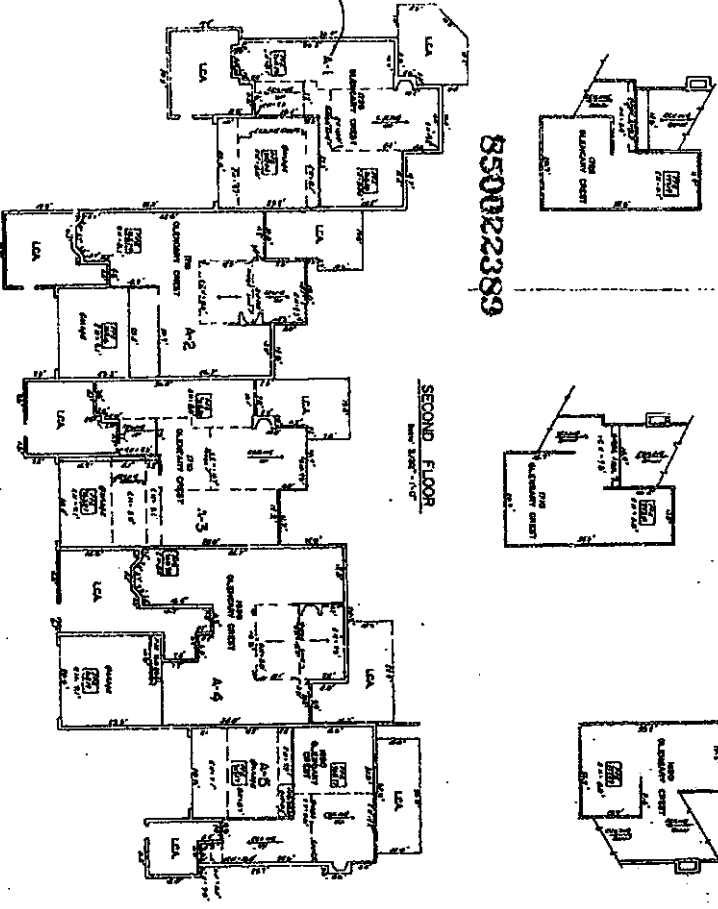
APPROVAL	
OF	
E. E. CRIFE & ASSOCIATES, INC.	
DEVELOPMENT	
PLANNING & ZONING	
COMMITTEE	
MAR 25 19 85	
<i>James H. R. Johnson</i>	
SUBDIVISION ADMINISTRATOR	

26TH
MARCH 25 1985
MARK E. HILL

This instrument prepared by James E. Dankert,
President of Paul I. Cripe, Inc.

850022389
OH 20878

850022389



UNIT DESIGNATION

FIRST FLOOR

SECOND FLOOR

LEGEND

1. - Shows unit designated as per floor plan.
2. - Shows unit designated as per floor plan.
3. - Shows unit designated as per floor plan.
4. - Shows unit designated as per floor plan.
5. - Shows unit designated as per floor plan.

EXHIBIT SHEET 2 OF 2

3/18/88

PAUL I. GRIFFIN, INC. ARCHITECTS
1000 W. 10TH AVENUE, SUITE 1000, DENVER, CO 80202
TEL: 333-1111 FAX: 333-1111

DATE: 3/18/88
BY: PIG

CROSS REFERENCE

85 57287

33.50

11095

* 3-OVERS-2E

CROSS REFERENCE

AS BUILT PLANS FOR
THE HOLCOMB ESTATES
H.P.R.

ATTACHED TO THE THIRD AMENDMENT
AS ONE DOCUMENT

84-79773

RECEIVED FOR RECORD
BETH O'LAUGHLIN CO.
RECORDER-HARRISON CO.
JUN 11 2 45 PM '85

(SEE COPY)
DO NOT FILE
IN [unclear] (Document)

Paul Crige

842-6777

CROSS REFERENCE

850057287

THIRD AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

11
375
over 20.20

This Third Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Third Amendment and Supplement"), made as of the 1st day of July, 1985, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8513.

D. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract III").

Jay S. McCreary
MARION COUNTY AUDITOR

JUL 11 1985
017931

FILED

RECEIVED FOR RECORD
BETH C. LAUGHLIN
RECORDER-MARION CO.
JUL 11 2 43 PM '85

E. Additional Tract III constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fourth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

F. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract III and to the inclusion of Additional Tract III in The Holcomb Estate have been met and satisfied and Declarant, by this Third Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract III and to incorporate Additional Tract III in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Third Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract III and this Third Amendment and Supplement; provided, however, Additional Tract III shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract III Plans defined in this Third Amendment and Supplement.

"Tract III Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract III, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of July 1, 1985, and a site plan of Additional Tract III and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of July 1, 1985, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract III and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract III, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and

provisions of the Declaration, this Third Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There is one (1) Building containing three (3) Condominium Units on Additional Tract III as shown on the Tract III Plans. The Building is identified and referred to in the Tract III Plans and in this Third Amendment and Supplement as Building R. A description of the Building located on Additional Tract III and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Third Amendment and Supplement, The Holcomb Estate now consists of seven (7) Buildings containing twenty-two (22) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Third Amendment and Supplement, shall be 4.545%. Each Condominium Unit on Additional Tract III is identified on the Tract III Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract III Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Third Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract III Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Third Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Third Amendment and Supplement.

7. Description of Certain Units. The Declaration, as amended to date, is further amended to correct the following scrivener errors:

(a) Unit C-2 as described in Exhibit B to the First Amendment contains 2,270 square feet of living area.

(b) Units B-3, C-3 and D-1 as described in Exhibit B to the First Amendment each contain only two (2) baths.

8. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

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

HOLCOMB PROPERTIES

By 

Tom Charles Huston
Assistant General Manager

85 57287

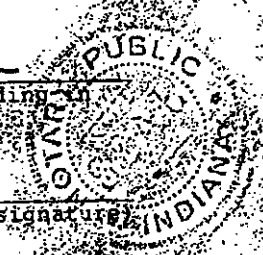
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant-General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Third Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 1st day of July, 1985.

Von Leigh Wilson
Notary Public Residing in
Marion County

Von Leigh Wilson
(printed signature)



My Commission Expires:

August 13, 1986

85 57287

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Third Amendment and Supplement to Declaration and the submission of the Additional Tract III to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Third Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 9th day of July, 1985.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By James A. Buell
James A. Buell
Assistant Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

85 57287

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 9th day of July,
1985.

Cynthia K Corey
Notary Public Residing in
Marion County

Cynthia K Corey
(printed signature)

My Commission Expires:

11-19-88

85 57287

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Third Amendment and Supplement to Declaration and the submission of the Additional Tract III to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Third Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 7th day of July, 1985.



COMPUCOM DEVELOPMENT CORPORATION

By: Hayes T. O'Brien
Hayes T. O'Brien
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

85 57287

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent to Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 8th day of July,
1985.

Emily Yeager Blank
Notary Public Residing in
Marion County

Emily Yeager Blank
(printed signature)



My Commission Expires:

February 3, 1989

85 57287

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT III

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Southwest corner of the nonexclusive easement for ingress and egress as described in Exhibit B of the Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As built Site Plan, Sheet 2 of 3 all recorded October 11, 1984 as Instrument #84-79773 in the Office of the Recorder of Marion County, Indiana, said commencing point is also the point of beginning of the last described nonexclusive easement for ingress and egress in Exhibit A of the First Amendment and Supplement to Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime recorded November 28, 1984 as Instrument #84-93096 in said Recorder's office and said commencing point located Southwest of 1726 Lencary Crest in Building A as shown on said As Built Site Plan; thence along the common line of said ingress and egress easements North 74 degrees 44 minutes 46 seconds East 52.21 feet (the next five courses are along the Easterly and Southerly line of the last said ingress and egress easement); (1) thence South 37 degrees 30 minutes 00 seconds West 139.98 feet to the Point of Beginning; (2) thence continue South 37 degrees 30 minutes 00 seconds West 15.32 feet to a curve having a radius of 47.00 feet, the radius point of which bears North 52 degrees 30 minutes 00 seconds West; (3) thence Westerly along said curve 29.88 feet to a point which bears South 16 degrees 04 minutes 45 seconds East from said radius point; (4) thence South 73 degrees 55 minutes 15 seconds West 62.00 feet to a curve having a radius of 25.00 feet, the radius point of which bears North 16 degrees 04 minutes 45 seconds West; (5) thence Westerly and Northwesterly along said curve 39.27 feet to a point which bears South 73 degrees 55 minutes 15 seconds West from said radius point; thence South 73 degrees 55 minutes 15 seconds West 32.20 feet; thence South 16 degrees 04 minutes 45 seconds East 134.00 feet; thence North 73 degrees 55 minutes 15 seconds East 144.78 feet; thence North 37 degrees 30 minutes 00 seconds East 87.36 feet to a point which bears South 52 degrees 30 minutes 00 seconds East 93.91 feet from the point of beginning; thence North 52 degrees 30 minutes 00 seconds West 93.91 feet to the Point of Beginning, containing 0.50 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument #84-79773 and November 28, 1984 as Instrument #84-93096 in the Office of the Recorder of Marion County, Indiana.

85 57287

EXHIBIT B

DESCRIPTION OF BUILDING AND
CONDOMINIUM UNITS

The Building on Additional Tract III as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building R. Building R is a one and two story structure constructed of wood frame. The building is more particularly described as follows:

Building R contains a total of three (3) separate Condominium Units, which consist of the following:

Unit R-1

1 story
Living Area - 2245 square feet
Basement Area - 1065 square feet
Garage - 440 square feet
(2 bedrooms, den and 2 baths)

Unit R-2

2 story
Living Area - 2300 square feet
Garage - 470 square feet
(2 bedrooms, den and 2 1/2 baths)

Unit R-3

1 story
Living Area - 2250 square feet
Basement Area - 1065 square feet
Garage - 440 square feet
(2 bedrooms, den and 2 baths)

85 57287

CROSS REFERENCE

860041800

JUST ENTERED FOR TAXATION

2000
11

FOURTH AMENDMENT AND SUPPLEMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP FOR THE HOLCOMB ESTATE HORIZONTAL PROPERTY REGIME MAY 1986 012457

LOWRY AUDITOR
George J. Howrey

This Fourth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Fourth Amendment and Supplement"), made as of the 16th day of May, 1986, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8513.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which

RECEIVED FOR RECORD
MAY 19 12 03 PM '86

APPROVED THIS 18th DAY OF MAY 1986
George J. Howrey

is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract IV").

F. Additional Tract IV constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fifth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

G. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract IV and to the inclusion of Additional Tract IV in The Holcomb Estate have been met and satisfied and Declarant, by this Fourth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract IV and to incorporate Additional Tract IV in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Fourth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract IV and this Fourth Amendment and Supplement; provided, however, Additional Tract IV shall for all purposes now be included in the definition of "Tract" in the Declaration; and the definition of "Plans" in the Declaration where appropriate shall now include the Tract IV Plans defined in this Fourth Amendment and Supplement.

"Tract IV Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract IV, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of May 12, 1986, and a site plan of Additional Tract IV and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of May 13, 1986, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract IV and all appurtenant easements, Condominium Unit, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb

860041800

Estate, and The Holcomb Estate is hereby expanded to include Additional Tract IV, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Fourth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing one (1) Condominium Unit on Additional Tract IV as shown on the Tract IV Plans. The Building is identified and referred to in the Tract IV Plans and in this Fourth Amendment and Supplement as Building S. A description of the Building located on Additional Tract IV and the Condominium Unit contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Fourth Amendment and Supplement, The Holcomb Estate now consists of eight (8) Buildings containing twenty-three (23) Condominium Units. **860041800**

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Unit heretofore included in The Holcomb Estate and the Condominium Unit added to The Holcomb Estate by this Fourth Amendment and Supplement, shall be 4.34782%. The Condominium Unit on Additional Tract IV is identified on the Tract IV Plans by a letter which identifies the Building in which the Condominium Unit is located followed by a single digit arabic number. The legal description for such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract IV Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Fourth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by,

through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract IV Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Unit and Property identified in this Fourth Amendment and Supplement are incorporated into the Declaration; added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Fourth Amendment and Supplement.

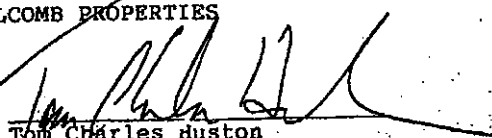
7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

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

860041800

HOLCOMB PROPERTIES

BY


Tom Charles Huston
Assistant General Manager

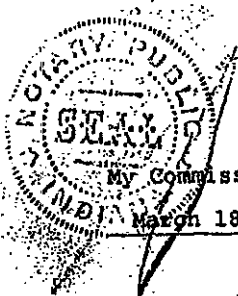
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Fourth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 16th day of May, 1986.

Michele E. Straub
Notary Public Residing in
Marion County

Michele E. Straub
(printed signature)



My Commission Expires:
March 18, 1989

860041800

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Fourth Amendment and Supplement to Declaration and the submission of the Additional Tract IV to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fourth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 14 day of May, 1986.

860041800

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

BY James A. Buell
James A. Buell
Assistant Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 14th day of May,
1986.

Cynthia K. Cooney
Notary Public Residing in
Marion County.

Cynthia K. Cooney
(printed signature)

My Commission Expires:

11-19-88

860041800

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Fourth Amendment and Supplement to Declaration and the submission of the Additional Tract IV to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fourth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

860041800

EXECUTED this 12th day of May, 1986.

COMPUCOM DEVELOPMENT CORPORATION

By Hayes T. O'Brien
Hayes T. O'Brien
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent to Mortgagee for and on behalf of said corporation and stated that the representations therein are true.

WITNESS my hand and Notarial Seal this 12th day of May,
1986.

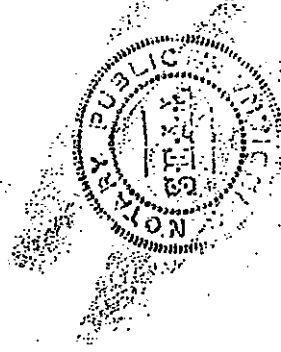
Emily Yeager Blank
Notary Public Residing in
Marion County

Emily Yeager Blank
(printed signature)

My Commission Expires:

February 3, 1989

860041800



This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT IV

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows;

Commencing at the Southwest corner of the Nonexclusive easement for ingress and egress as described in Exhibit B of the Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, Sheet 2 of 3 all recorded October 11, 1984 as Instrument #84-79773 in the Office of the Recorder of Marion County, Indiana, said commencing point located Southwest of 1726 Glencary Crest in Building A as shown on said As Built Site Plan; thence along the Southerly line of said ingress and egress easement North 74 degrees 44 minutes 46 seconds East 137.00 feet to a curve having a radius of 102.26 feet, the radius point of which bears North 15 degrees 15 minutes 14 seconds West; thence Easterly along said curve 2.82 feet to a point which bears South 16 degrees 50 minutes 06 seconds East from said radius point, which said point is the Point of Beginning (the next three courses are along the Easterly side of the 0.55 acre tract as described in Instrument #84-93096 recorded November 28, 1984 in said Recorder's Office); thence along the extension of and the Easterly side of an existing garage South 24 degrees 36 minutes 50 seconds East 69.08 feet to the Southeast corner of said garage; thence along the Southerly side of said garage South 65 degrees 23 minutes 10 seconds West 10.50 feet; thence South 24 degrees 36 minutes 50 seconds East 65.00 feet; thence North 65 degrees 23 minutes 10 seconds East 80.00 feet; thence North 24 degrees 36 minutes 50 seconds West 139.57 feet to a point on said curve having a radius of 102.26 feet, the radius point of which bears North 45 degrees 01 minute 17 seconds West; thence Westerly along said curve 50.31 feet to the Point of Beginning, containing 0.17 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument #84-79773 and November 28, 1984 as Instrument #84-93096 in the Office of the Recorder of Marion County, Indiana.

860041500

EXHIBIT B
DESCRIPTION OF BUILDING AND
CONDOMINIUM UNIT

The building on Additional Tract IV as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building S. Building S is a one story structure constructed of wood frame. The building is more particularly described as follows:

Building S contains a total of one (1) separate Condominium Unit, which consists of the following:

Unit S-1

1 story
Living Area - 2230 square feet
Basement Area - 880 square feet (improved)
Garage - 440 square feet
(3 bedrooms, den and 3 baths)

860041800

CROSS REFERENCE

860045460

APPROVED THIS 29th
DAY OF May 1986
ASSESSOR OF WASHINGTON TWP.
James L. Taylor, Jr. DRAFTSMAN

FIFTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

2000
①

This Fifth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Fifth Amendment and Supplement"), made as of the 27th day of May, 1986, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

MAILED
MAY 29 1986 10 36 10
COUNTY AUDITOR
Marion County, Indiana

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8513.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

RECEIVED FOR RECORDS
RECORDER-MARION CO.
MAY 29 2 52 PM '86

the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract V").

G. Additional Tract V constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fifth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

H. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract V and to the inclusion of Additional Tract V in The Holcomb Estate have been met and satisfied and Declarant, by this Fifth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract V and to incorporate Additional Tract V in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Fifth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract V and this Fifth Amendment and Supplement; provided, however, Additional Tract V shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract V Plans defined in this Fifth Amendment and Supplement.

"Tract V Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract V, prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a licensed professional engineer under date of May __, 1986, and a site plan of Additional Tract V and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of May __, 1986, all of which are incorporated herein by reference.

86-45460

2. Declaration. Declarant hereby expressly declares that Additional Tract V and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract V, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Fifth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing three (3) Condominium Units on Additional Tract V as shown on the Tract V Plans. The Building is identified and referred to in the Tract V Plans and in this Fifth Amendment and Supplement as Building F. A description of the Building located on Additional Tract V and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Fifth Amendment and Supplement, The Holcomb Estate now consists of nine (9) Buildings containing twenty-six (26) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Fifth Amendment and Supplement, shall be 3.84615%. The Condominium Units on Additional Tract V are identified on the Tract V Plans by a letter which identifies the Building in which the Condominium Units are located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract V Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Fifth Amendment and Supplement, the Declaration, all

86-45460

previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

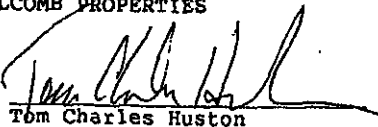
6. Floor Plans. The Tract V Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Fifth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Fifth Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

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

HOLCOMB PROPERTIES

BY


Tom Charles Huston
Assistant General Manager

86-45460

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Fifth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

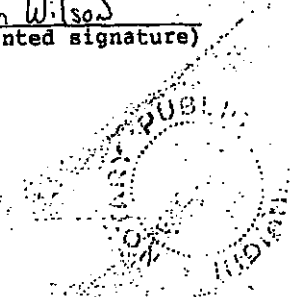
WITNESS my hand and Notarial Seal this 27th day of May, 1986.

For Leigh Wilson
Notary Public Residing in
Marion County

For Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1986



This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

86-245460

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Fifth Amendment and Supplement to Declaration and the submission of the Additional Tract V to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fifth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 22 day of May, 1986.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

By James A. Buell
James A. Buell
Assistant Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgage for and on behalf of said bank and stated that the representations therein are true.

86-45460

WITNESS my hand and Notarial Seal this 22nd day of May, 1986.

Jan Lorraine Huston
Notary Public Residing in
Marion County
Jan Lorraine Huston
(printed signature)

My Commission Expires:
4-23-88

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

86-45460

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Fifth Amendment and Supplement to Declaration and the submission of the Additional Tract V to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fifth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 21st day of May, 1986.

COMPUCOM DEVELOPMENT CORPORATION

By Hayes T. O'Brien
Hayes T. O'Brien
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent to Mortgage for and on behalf of said corporation and stated that the representations therein are true.

86-45460

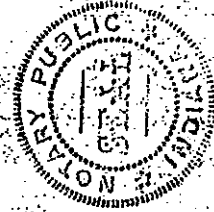
WITNESS my hand and Notarial Seal this 21st day of May,
1986.

Emily Yeager Blank
Notary Public Residing in
Marion County

Emily Yeager Blank
(printed signature)

My Commission Expires:

February 3, 1989



This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

86-45460

EXHIBIT A

LEGAL DESCRIPTION OF
ADDITIONAL TRACT V

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East in Marion County, Indiana, more particularly described as follows;

Beginning at the Northeast corner of the 1.62 acre parcel of Additional Tract I as described in EXHIBIT A of the Declaration of Horizontal Property Ownership for the Holcomb Estate Horizontal Property Regime and shown on the As Built Site Plan, sheet 2 of 9 all recorded November 28, 1984 as Instrument 84-93098 in the Office of the Recorder of Marion County, Indiana; thence along the Northerly line of said 1.62 acre parcel South 83 degrees 45 minutes 45 seconds West 110:00 feet to a point on the Easterly side of the nonexclusive easement as described in said EXHIBIT A, which said point lies on a curve having a radius of 127.41 feet; the radius point of which bears South 88 degrees 48 minutes 31 seconds West (the next three courses are along said nonexclusive easement); (1) thence Northerly along said curve 64.27 feet to a point which bears North 59 degrees 54 minutes 19 seconds East from said radius point, said point lies on a reverse curve having a radius of 105.41 feet, the radius point of which bears North 59 degrees 54 minutes 19 seconds East; (2) thence Northerly along said curve 53.17 feet to a point which bears South 88 degrees 48 minutes 31 seconds West from said radius point; (3) thence North 01 degree 11 minutes 29 seconds West 83.26 feet; thence North 88 degrees 48 minutes 31 seconds East 93.53 feet; thence South 19 degrees 00 minutes 00 seconds East 148.02 feet; thence South 01 degree 40 minutes 00 seconds East 47.12 feet to the Point of Beginning, containing 0.50 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded October 11, 1984 as Instrument #84-79773 and November 28, 1984 as Instrument #84-93098 in the Office of the Recorder of Marion County, Indiana.

86-45460

EXHIBIT 3
DESCRIPTION OF BUILDINGS AND
CONDOMINIUM UNITS

The building on Additional Tract V as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building F. Building F is a one story structure constructed of wood frame. The building is more particularly described as follows:

Building F contains a total of three (3) separate Condominium Units, which consists of the following:

Unit F-1

1 story
Living Area - 2250 square feet
Basement Area - 1040 square feet (improved)
Garage - 445 square feet
(3 bedrooms, den and 3 baths)

Unit F-2

1 story
Living Area - 1870 square feet
Basement Area - 1075 square feet
Garage - 450 square feet
(2 bedrooms, den and 2 baths)

Unit F-3

1 story
Living Area - 1980 square feet
Basement Area - 900 square feet
Garage - 445 square feet
(2 bedrooms, den and 2 baths)

86-45460

1700
(3)

CROSS REFERENCE

860095927

~~RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
SEP 25 10 55 AM '86~~

SP

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
SEP 25 3 55 PM '86

As Built Plans for
The Holcomb Estates
(HPR)
4401 Cola Springs Rd.

See Panel 1 (32.4 Acres +/-)
of Exhibit A,
Instrument # 84-79773

Washington
Twp.

DMK
Paul Cripe
842-6777

DULY ENTERED
FOR TAXATION

860095927

1800
(12)

SEP 25 86 028186

COUNTY AUDITOR SIXTH AMENDMENT AND SUPPLEMENT
TO DECLARATION OF HORIZONTAL PROPERTY
OWNERSHIP FOR THE HOLCOMB ESTATE
HORIZONTAL PROPERTY REGIME

This Sixth Amendment And Supplement To Declaration of Horizontal Property Ownership For The Holcomb Estate Horizontal Property Regime ("Sixth Amendment and Supplement"), made as of the 22nd day of September, 1986, by HOLCOMB PROPERTIES, an Indiana general partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 11th day of October, 1984, executed a Declaration of Horizontal Property Ownership for The Holcomb Estate Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 11th day of October, 1984, as Instrument No. 84-79773 (hereinafter referred to as the "Declaration") establishing and creating The Holcomb Estate Horizontal Property Regime (hereinafter and in the Declaration referred to as "The Holcomb Estate").

B. Declarant on the 19th day of November, 1984, executed a certain First Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 28th day of November, 1984, as Instrument No. 84-93096.

C. Declarant on the 31st day of January, 1985, executed a certain Second Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 1st day of February, 1985, as Instrument No. 85-8513.

D. Declarant on the 1st day of July, 1985, executed a certain Third Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 11th day of July, 1985, as Instrument No. 85-57287.

E. Declarant on the 16th day of May, 1986, executed a certain Fourth Amendment and Supplement to the Declaration, which was recorded in

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
SEP 25 3 55 PM '86

APPROVED THIS 25th
DAY OF September 1986
ASSESSOR OF WASHINGTON TWP.
Assessor's Supervisor BRADYMAN

the office of the aforesaid Recorder on the 19th day of May, 1986, as Instrument No. 86-41800.

F. Declarant on the 27th day of May, 1986, executed a certain Fifth Amendment and Supplement to the Declaration, which was recorded in the office of the aforesaid Recorder on the 29th day of May, 1986, as Instrument No. 86-45460.

G. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract VI").

H. Additional Tract VI constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the fifth phase of the general plan of development of the Real Estate as described in paragraph 16 of the Declaration into which Declarant has reserved the right to expand The Holcomb Estate as provided in said paragraph 16 of the Declaration and the Act (as defined in the Declaration).

I. All conditions relating to the expansion of The Holcomb Estate to include Additional Tract VI and to the inclusion of Additional Tract VI in The Holcomb Estate have been met and satisfied and Declarant, by this Sixth Amendment and Supplement, desires to and hereby does expand The Holcomb Estate to include Additional Tract VI and to incorporate Additional Tract VI in The Holcomb Estate.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Sixth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract VI and this Sixth Amendment and Supplement; provided, however, Additional Tract VI shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definition of "Plans" in the Declaration where appropriate shall now include the Tract VI Plans defined in this Fifth Amendment and Supplement.

"Tract VI Plans" as used herein means the floor and building plans and elevations of the Building and Condominium Units on Additional Tract VI, prepared by Paul I. Cripe, Inc.,

860095927

certified by James E. Dankert, a licensed professional engineer under date of September 15, 1986, and a site plan of Additional Tract VI and the Building thereon prepared by Paul I. Cripe, Inc., certified by James E. Dankert, a registered land surveyor, under date of September 15, 1986, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract VI and all appurtenant easements, Condominium Units, Building, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of The Holcomb Estate, and The Holcomb Estate is hereby expanded to include Additional Tract VI, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Sixth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Directors, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Building. There is one (1) Building containing three (3) Condominium Units on Additional Tract VI as shown on the Tract VI Plans. The Building is identified and referred to in the Tract VI Plans and in this Sixth Amendment and Supplement as Building L. A description of the Building located on Additional Tract VI and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Sixth Amendment and Supplement, The Holcomb Estate now consists of ten (10) Buildings containing twenty-nine (29) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in The Holcomb Estate and the Condominium Units added to The Holcomb Estate by this Sixth Amendment and Supplement, shall be 3.44827%. The Condominium Units on Additional Tract VI are identified on the Tract VI Plans by a letter which identifies the Building in which the Condominium Units are located followed by a single digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying letter and number for such Condominium Unit as shown on the Tract VI

860095927

Plans, and shall be stated as "Condominium Unit (with identifying letter and number) in The Holcomb Estate Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Sixth Amendment and Supplement, the Declaration, all previous amendments of and supplements to 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 such Owner or occupant and those claiming by, through or under him, 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 though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract VI Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Sixth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, under the same Instrument Number as this Sixth Amendment and Supplement.

7. Exculpation. This instrument is executed and delivered on the express condition that anything herein to the contrary notwithstanding, each and all of the representations, covenants, undertakings and agreements herein made on the part of Declarant ("Representations"), while in form purporting to be the Representations of Declarant, are nevertheless each and every one of them, made and intended not as personal Representations by Declarant or for the purpose or with the intention of binding Declarant personally, but are made and intended for the purpose of binding only the Tract; and no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Declarant personally or any of its partners or agents, on account of this instrument or on account of, in connection with or arising out of any Representations of Declarant in this instrument contained, either express or implied, all such personal liability, if any, being expressly waived and released by each Person who acquires any interest in a Condominium Unit as a condition to the acquisition thereof.

860095927

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

HOLCOMB PROPERTIES

By 

Tom Charles Huston
Assistant General Manager

860095927

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Tom Charles Huston, known to me and known by me to be the Assistant General Manager of Holcomb Properties, an Indiana general partnership, who acknowledged the execution of the foregoing Sixth Amendment and Supplement to Declaration of Horizontal Property Regime for and on behalf of said partnership.

WITNESS my hand and Notarial Seal this 22nd day of September, 1986.

Von Leigh Wilson
Notary Public Residing in
Marion County

Von Leigh Wilson
(printed signature)

My Commission Expires:

August 13, 1990

This instrument prepared by Tom Charles Huston, Attorney at Law, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

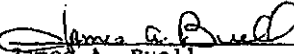
860095927

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49972, hereby consents to the recording of the above and foregoing Sixth Amendment and Supplement to Declaration and the submission of the Additional Tract VI to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Sixth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 10 day of September, 1986.

MERCHANTS NATIONAL BANK &
TRUST COMPANY OF INDIANAPOLIS

BY 
James A. Buell
Assistant Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James A. Buell, the Assistant Vice President of Merchants National Bank & Trust Company of Indianapolis, who, having been duly sworn, acknowledged the execution of the foregoing Consent of Mortgagee for and on behalf of said bank and stated that the representations therein are true.

860095927

WITNESS my hand and Notarial Seal this 11th day of
September, 1986.

Wilma S. Napier
Notary Public Residing in
Johnson County

Wilma S. Napier
(printed signature)

My Commission Expires:

8/4/90

860095927

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

CONSENT OF MORTGAGEE

THE UNDERSIGNED, being the holder of an existing mortgage on the Tract, as defined in the above and foregoing Declaration, which mortgage was dated the 29th day of June, 1984, and recorded in the Office of the Recorder of Marion County, Indiana, on the 2nd day of July, 1984, as Instrument No. 84-49973, hereby consents to the recording of the above and foregoing Sixth Amendment and Supplement to Declaration and the submission of the Additional Tract VI to the provisions of the Horizontal Property Act of the State of Indiana, and further agrees that its mortgage shall be subject to the provisions of the Act and the Declaration of Horizontal Property Regime for The Holcomb Estate as supplemented and amended by the foregoing Fifth Amendment and Supplement. This instrument shall in no way be construed or considered as a release of the mortgage as to the real estate described in said mortgage, but such mortgage shall remain in full force and effect as to said real estate therein described, and as further described in the Declaration of Horizontal Property Ownership, as amended and supplemented.

EXECUTED this 8th day of September, 1986.

COMPUCOM DEVELOPMENT CORPORATION

By Hayes T. O'Brien
Hayes T. O'Brien
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

860095927

Before me, a Notary Public in and for said County and State, personally appeared Hayes T. O'Brien, the President of Compucom Development Corporation, who, having been duly sworn, acknowledged the execution of the foregoing Consent to Mortgage for and on behalf of said corporation and stated that the representations therein are true.

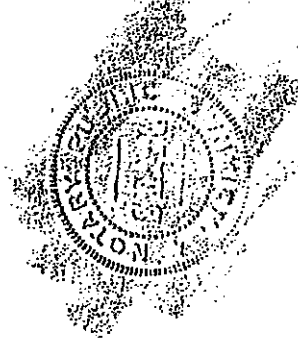
WITNESS my hand and Notarial Seal this 8th day of
September, 1986.

Emily Yeager Blank
Notary Public Residing in
Marion County

Emily Yeager Blank
(printed signature)

My Commission Expires:

February 3, 1989



860095927 -

This instrument prepared by Tom Charles Huston, Attorney at
Law, 1313 Merchants Bank Building, 11 South Meridian Street,
Indianapolis, Indiana 46204.

EXHIBIT A
LEGAL DESCRIPTION OF
ADDITIONAL TRACT VI

Part of the Northwest Quarter of Section 15, Township 16 North, Range 3 East
In Marion County, Indiana, more particularly described as follows:

Beginning at the point of intersection of the Easterly line of the
nonexclusive ingress and egress easement with the northeasterly line of the
0.45 acre parcel of Additional Tract I as described in EXHIBIT A of the
Declaration of Horizontal Property Regime and shown on the AS BUILT SITE PLAN,
Sheet 2 of 9 all recorded November 28, 1984 as Instrument Number 84-93096 in
the Office of the Recorder of Marion County, Indiana; thence along the
Northeasterly line of said 0.45 acre parcel of Additional Tract I and the
Northeasterly line extended South 65 degrees 48 minutes 34 seconds East 128.00
feet; thence North 13 degrees 33 minutes 03 seconds East 196.67 feet; thence
South 89 degrees 24 minutes 09 seconds West 97.00 feet; thence South 49
degrees 58 minutes 07 seconds West 47.32 feet to a point on the Easterly side
of the nonexclusive easement as described in said Exhibit A, which said point
lies on a curve having a radius of 30.00 feet, the radius of which bears South
49 degrees 58 minutes 07 seconds West (the next two courses are along said
nonexclusive easement); thence Southerly along said curve 33.63 feet to a
point which bears South 65 degrees 48 minutes 34 seconds East of said radius
point; thence South 24 degrees 11 minutes 26 seconds West 83.00 feet to the
Point of Beginning, containing 0.45 acres, more or less.

Together with the nonexclusive easements for ingress and egress recorded
October 11, 1984 as Instrument #84-79773 and November 28, 1984 as Instrument
#84-93096 in the Office of the Recorder of Marion County, Indiana.

860095927

EXHIBIT B

**DESCRIPTION OF BUILDINGS AND
CONDOMINIUM UNITS**

The building on Additional Tract VI as of the date of this Supplemental Declaration is identified and referred to in the Plans as Building L. Building L is a two story structure and is constructed of wood frame. The building is more particularly described as follows:

Building L contains a total of three (3) separate Condominium units, which consists of the following:

Unit L-1

1 Story

Living Area	- 2215 square feet
Basement Area	- 1565 square feet
(2 bedrooms, den and 2 baths)	- 445 square feet

Unit L-2

2 Story

Living Area, First Floor	- 1620 square feet
Second Floor	- 865 square feet
Basement Area	- 950 square feet
Garage Area	- 475 square feet
(3 bedrooms, den and 2 1/2 baths)	

Unit L-3

1 Story

Living Area	- 2315 square feet
Basement Area	- 1120 square feet
Garage Area	- 464 square feet
(2 bedrooms, den and 2 baths)	

860095927