

EXHIBIT "A"

Part of the Northwest Quarter of Section 14, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the northwest corner of the northwest quarter of said section 14; thence north $90^{\circ}00'00''$ east along the north line thereof 584.11 feet; thence south $26^{\circ}55'00''$ west 56.07 feet to the POINT OF BEGINNING of the land described herein; thence North $90^{\circ}00'00''$ east parallel with said north line 53.45 feet to a point on the west right-of-way line of proposed Engle Creek Parkway; thence south $02^{\circ}35'55''$ east 1004.40 feet to the point of curvature of a curve to the right having a central angle of $02^{\circ}35'55''$ and a radius of 2221.83 feet; thence southerly along said curve an arc distance of 100.77 feet (said arc being subtended by a chord having a bearing of south $01^{\circ}17'58''$ east and a length of 100.76 feet); thence south $00^{\circ}00'00''$ west tangent to said curve 478.61 feet to the point of curvature of a curve to the left having a central angle of $06^{\circ}32'17''$ and a radius of 888.51 feet; thence southerly along said curve an arc distance of 101.39 feet (said arc being subtended by a chord having a bearing of south $03^{\circ}16'08''$ east and a length of 101.33 feet); thence south $89^{\circ}53'43''$ west 671.91 feet to a point on the west line of said northwest quarter section; thence north $00^{\circ}12'09''$ east along said west line 576.53 feet; thence north $26^{\circ}55'00''$ east 1243.27 feet to the point of beginning, containing 17.9583 acres, more or less.

870037867

870033372

EXHIBIT A

MSE 286-026, 5398R-1
B. Cramer, 12-5-86

THE VILLAGES AT EAGLE CREEK

PHASE I

A part of the Northwest Quarter of Section 14, Township 16 North, Range 2 East in Marion County, Indiana, being more particularly described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 14; thence North 90°00'00" East along the north line thereof 584.11 feet; thence South 26°55'00" West 56.07 feet; thence North 90°00'00" East parallel with said north line 53.45 feet to a point on the west right-of-way line of proposed Eagle Creek Parkway; thence South 02°35'55" East 1004.40 feet to the point of curvature of a curve to the right having a central angle of 02°35'55" and a radius of 2221.83 feet; thence southerly along said curve an arc distance of 100.77 feet (said arc being subtended by a chord having a bearing of South 01°17'58" East and a length of 100.76 feet); thence South 00°00'00" East tangent to said curve 15.32 feet to the Point of Beginning of the land described herein; thence continuing South 00°00'00" East 463.29 feet to the point of curvature of a curve to the left having a central angle of 06°32'17" and a radius of 888.51 feet; thence southerly along said curve an arc distance of 101.39 feet (said arc being subtended by a chord having a bearing of South 03°16'08" East and a length of 101.33 feet); thence South 89°53'43" West 104.11 feet; thence North 00°06'17" West 222.03 feet; thence North 90°00'00" West 86.93 feet; thence North 00°00'00" West 215.33 feet; thence South 90°00'00" East 96.74 feet; thence North 04°34'58" East 127.69 feet; thence South 90°00'00" East 78.73 feet to the Point of Beginning, containing 1.67 acres, more or less; subject to all highways, rights-of-way and easements.

870037867

EXHIBIT B

870033372

Village at Eagle Creek

Supplemental Declaration

910011471

as recorded with

in Marion county

Recorder's office

910011471

RECEIVED

69264

CROSS REFERENCE

FEB 06 1991

PIKETOWNSHIP
ASSESSOR
SUPPLEMENTAL DECLARATION OF VILLAGE AT EAGLE CREEK

4/100
78

HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 1st day
of February, 1991 by HILLS BUILDING & CONSTRUCTION
SERVICES NO. 5, INC., formerly Village at Eagle Creek, Inc.,
an Indiana corporation ("Declarant"),

W I T N E S S E T H:

WHEREAS, the following facts are true:

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

See legal description attached hereto made a part
hereof and marked Exhibit A.

(Hereinafter referred to as Phase IX)

B. On the 30th day of March, 1987, Declarant executed a
Declaration of Horizontal Property Ownership for Village at
Eagle Creek Horizontal Property Regime which was recorded in
the Office of the Recorder of Marion County, Indiana on the
30th day of March, 1987, as Instrument No. 87-0033372 (the
"Declaration") and re-recorded on April 8, 1987 in the Office
of the Recorder of Marion County, Indiana as Instrument No.
87-0037867 to correct a scrivener's error on page 6. Attached
to the Declaration is the Code of By-Laws of Village at Eagle
Creek Horizontal Property Regime. The Declaration and By-Laws
are incorporated herein by reference and all of the terms and
definitions as described therein are hereby adopted and shall
have the same meaning in this Supplemental Declaration.

C. Phase IX is part of the Real Estate described in
paragraph A of the recitals of the Declaration. Paragraph 21
of the Declaration provides that all or part of the Real Estate

RECORDED FOR RECORD
FEB-6 PM 2:20
691002859
MARION COUNTY RECORDER
MAR 5 1991
JOHN R. VON ARK
MARION COUNTY RECORDER

may be annexed to Village at Eagle Creek Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of Village at Eagle Creek Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase IX to the Tract of Village at Eagle Creek Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase IX into Village at Eagle Creek Horizontal Property Regime.

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

1. Declaration. Declarant hereby expressly declares that Phase IX and all appurtenant easements, Condominium Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Village at Eagle Creek Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase IX hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(w) of the Declaration.

2. Description of Buildings. There shall be 2 Buildings containing 16 Condominium Units in Phase IX as shown on the Supplemental Plans for Phase IX. The Buildings are identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Buildings 4530 and 4540.

Village at Eagle Creek Horizontal Property Regime or the Tract now has 24 Buildings containing 216 Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit B attached hereto and made a part hereof. Exhibit B as attached hereto is the correct listing of the Buildings and Units in Village at Eagle Creek Horizontal Property Regime, such Buildings being Buildings 4260, 4270, 4230, 4240, 4250, 7230, 7220, 7210, 4281, 4291, 4301, 4311, 4321, 4331, 4341, 4351, 4361, 4371, 4381, 4391, 4470, 4480, 4530 and 4540.

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

5. Supplemental Plans. The Supplemental Plans include floor and building plans and elevations of the Buildings and Condominium Units and a site plan of Phase IX and Buildings thereon certified by Dennis M. Neidigh a registered professional engineer and surveyor under date of January 18, 1991, all of which is incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated

into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Marion County, Indiana in Horizontal Property Plan File, as of Feb. 6th, 1991 as Instrument No. 91-11469.

EXECUTED the day and year first above written.

HILLS BUILDING & CONSTRUCTION SERVICES NO. 5, INC., formerly Village at Eagle Creek, Inc.

By Stephen Guttman, Pres
Stephen Guttman, President

By Louis Guttman, Secretary
Louis Guttman, Secretary

STATE OF OHIO)
)SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Stephen Guttman and Louis Guttman, by me known and by me known to be the President and Secretary, respectively, of Hills Building & Construction Services No. 5, Inc., formerly Village at Eagle Creek who acknowledged the execution of the foregoing "Supplemental Declaration of Village at Eagle Creek, Inc. Horizontal Property Regime" on behalf of said corporation.

Witness my hand and Notarial Seal this 1 day of February, 1991.

Regina L. Johnson
Notary Public

REGINA L. JOHNSON
(Printed Signature)

REGINA L. JOHNSON
Notary Public, State of Ohio
My Commission Expires Nov. 6, 1994

My Commission Expires: _____

My County of Residence: Clinton

This Instrument Prepared by Philip A. Nicely, Attorney at Law, Bose McKinney & Evans, 8888 Keystone Crossing, Suite 1201, Indianapolis, IN 46240.

Land being a part of the Northwest Quarter of Section 14, Township 16 North, Range 2 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Northwest Quarter; thence North $90^{\circ}00'00''$ East along the north line of said Northwest Quarter a distance of 584.11 feet; thence South $26^{\circ}55'00''$ West 56.07 feet to the Point of Beginning; thence North $90^{\circ}00'00''$ East parallel with said north line 53.45 feet to the west right-of-way line of Eagle Creek Parkway; thence South $02^{\circ}35'55''$ East along said right-of-way 509.33 feet to the Northeasterly corner of The Village at Eagle Creek, Phase VIII, recorded as Instrument No. 90-61174 in the Office of the Recorder of said County; thence the following two (2) courses along the north line of said Phase VIII; (1) South $87^{\circ}24'05''$ West 88.94 feet; (2) North $32^{\circ}35'55''$ West 5.77 feet to the Easterly corner of The Village at Eagle Creek, Phase VII recorded as Instrument No. 89-668871 in the Office of the Recorder of said County; thence the following three (3) courses along the northerly line of said Phase VII; (1) continuing North $32^{\circ}35'55''$ West 85.26 feet; (2) North $56^{\circ}09'49''$ West 43.22 feet; (3) North $63^{\circ}05'00''$ West 99.83 feet to the Northerly corner of said Phase VII; thence North $26^{\circ}55'00''$ East 411.46 feet to the Point of Beginning containing 1.80 acres, more or less, subject to highways, rights-of-way, and easements.

910011-171

19274

SCHEDULE OF PERCENTAGE INTEREST OF CONDOMINIUM UNITS
PHASE I, II, III, IV, V, VI, VII, VIII and IX

VILLAGE AT EAGLE CREEK HORIZONTAL PROPERTY REGIME

<u>Condominium Unit</u> <u>Building and Unit</u>	<u>Percentage Interest</u>
4260-1	.463
4260-2	.463
4260-3	.463
4260-4	.463
4260-5	.463
4260-6	.463
4260-7	.463
4260-8	.463
4270-1	.463
4270-2	.463
4270-3	.463
4270-4	.463
4270-5	.463
4270-6	.463
4270-7	.463
4270-8	.463
4230-1	.463
4230-2	.463
4230-3	.463
4230-4	.463
4230-5	.463
4230-6	.463
4230-7	.463
4230-8	.463

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4240-1	.463
4240-2	.463
4240-3	.463
4240-4	.463
4240-5	.463
4240-6	.463
4240-7	.463
4240-8	.463
4240-9	.463
4240-10	.463
4240-11	.463
4240-12	.463
4250-1	.463
4250-2	.463
4250-3	.463
4250-4	.463
4250-5	.463
4250-6	.463
4250-7	.463
4250-8	.463
7230-1	.463
7230-2	.463
7230-3	.463
7230-4	.463
7230-5	.463
7230-6	.463
7230-7	.463
7230-8	.463
7220-1	.463
7220-2	.463

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7220-3	.463
7220-4	.463
7220-5	.463
7220-6	.463
7220-7	.463
7220-8	.463
7220-9	.463
7220-10	.463
7220-11	.463
7220-12	.463
7210-1	.463
7210-2	.463
7210-3	.463
7210-4	.463
7210-5	.463
7210-6	.463
7210-7	.463
7210-8	.463
4281-1	.463
4281-2	.463
4281-3	.463
4281-4	.463
4281-5	.463
4281-6	.463
4281-7	.463
4281-8	.463
4291-1	.463
4291-2	.463
4291-3	.463
4291-4	.463

4291-5	.463
4291-6	.463
4291-7	.463
4291-8	.463
4291-9	.463
4291-10	.463
4291-11	.463
4291-12	.463
4301-1	.463
4301-2	.463
4301-3	.463
4301-4	.463
4301-5	.463
4301-6	.463
4301-7	.463
4301-8	.463
4311-1	.463
4311-2	.463
4311-3	.463
4311-4	.463
4311-5	.463
4311-6	.463
4311-7	.463
4311-8	.463
4321-1	.463
4321-2	.463
4321-3	.463
4321-4	.463
4321-5	.463
4321-6	.463

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4321-7	.463
4321-8	.463
4321-9	.463
4321-10	.463
4321-11	.463
4321-12	.463
4331-1	.463
4331-2	.463
4331-3	.463
4331-4	.463
4331-5	.463
4331-6	.463
4331-7	.463
4331-8	.463
4341-1	.463
4341-2	.463
4341-3	.463
4341-4	.463
4341-5	.463
4341-6	.463
4341-7	.463
4341-8	.463
4351-1	.463
4351-2	.463
4351-3	.463
4351-4	.463
4351-5	.463
4351-6	.463
4351-7	.463
4351-8	.463

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4351-9	.463
4351-10	.463
4351-11	.463
4351-12	.463
4361-1	.463
4361-2	.463
4361-3	.463
4361-4	.463
4361-5	.463
4361-6	.463
4361-7	.463
4361-8	.463
4371-1	.463
4371-2	.463
4371-3	.463
4371-4	.463
4371-5	.463
4371-6	.463
4371-7	.463
4371-8	.463
4381-1	.463
4381-2	.463
4381-3	.463
4381-4	.463
4381-5	.463
4381-6	.463
4381-7	.463
4381-8	.463
4381-9	.463
4381-10	.463

DIM ORIGINAL

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4381-11	.463
4381-12	.463
4391-1	.463
4391-2	.463
4391-3	.463
4391-4	.463
4391-5	.463
4391-6	.463
4391-7	.463
4391-8	.463
4470-1	.463
4470-2	.463
4470-3	.463
4470-4	.463
4470-5	.463
4470-6	.463
4470-7	.463
4470-8	.463
4480-1	.463
4480-2	.463
4480-3	.463
4480-4	.463
4480-5	.463
4480-6	.463
4480-7	.463
4480-8	.463
4530-1	.463
4530-2	.463
4530-3	.463
4530-4	.463

4530-5	.463
4530-6	.463
4530-7	.463
4530-8	.463
4540-1	.463
4540-2	.463
4540-3	.463
4540-4	.463
4540-5	.463
4540-6	.463
4540-7	.463
4540-8	.463

TOTAL:	100%
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910011471

CONSENT OF MORTGAGEE

The undersigned, PROVIDENT BANK, being the holder of an existing mortgage and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for 10,000,000 from Hills Building & Construction Services No. 5, Inc. (formally The Village at Eagle Creek, Inc.), to Provident Bank, July 14, 1989 and recorded September 21, 1989 as Instrument No. 89-93463 in the Office of the Recorder of Marion County, Indiana;

hereby consents to the recording of the above and foregoing Supplemental Declaration of Village at Eagle Creek Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract (as defined in this Supplemental Declaration) shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 1st day of February, 1991.

THE PROVIDENT BANK

By Robert A. Alexander VP
Robert A. Alexander,
Vice President

ATTEST:

Y/Prof. J. Slaughter
Amy K. Held

910011471

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Alexander, by me known and by me known to be the Vice President of The Provident Bank, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said Bank.

WITNESS my hand and Notarial Seal this 1st day of February, 1991.

Cindy K. Held
Notary Public

CINDY K. HELD
Notary Public, State of Ohio
My Commission Expires Dec. 16, 1991

(Printed Signature)

My Commission Expires: _____

My County of Residence: Clermont

This instrument prepared by Philip A. Nicely, Attorney at Law,
Bose McKinney & Evans, 8888 Keystone Crossing, Suite 1201,
Indianapolis, IN 46240.

910011471

CONSENT OF MORTGAGEE

The undersigned, HILLS INVESTMENT GROUP II, being the holder of an existing mortgage and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for 2,000,000 from Hills Building & Construction Services No. 5, Inc. (formally The Village at Eagle Creek, Inc.), to Hills Investment Group II, dated November 14, 1990 and recorded November 21, 1990 as Instrument No. 900121676 in the Office of the Recorder of Marion County, Indiana;

hereby consents to the recording of the above and foregoing Supplemental Declaration of Village at Eagle Creek Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract (as defined in this Supplemental Declaration) shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 14th day of February, 1991.

Stephen Guttman, Partner
Stephen Guttman

ATTEST:

Marcia J. Jett

910011471

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

Before me, a Notary Public in and for said County and State, personally appeared Stephen Guttman and acknowledged the execution of the foregoing "Consent of Mortgagee" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 1st day of February, 1991.



Patricia A. Lafferty
Notary Public
PATRICIA A. LAFFERTY
Notary Public, State of Ohio
(Printed Signature)

My Commission Expires: _____
My County of Residence: Hamilton

This instrument prepared by Philip A. Nicely, Attorney at Law,
Bose McKinney & Evans, 8888 Keystone Crossing, Suite 1201,
Indianapolis, IN 46240.

CONSENT OF MORTGAGEE

The undersigned, MURRAY GUTTMAN, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for 1,500,000 from The Village at Eagle Creek, Inc. (now Hills Building & Construction Services No. 5, Inc.), to Murray Guttman, dated September 8, 1986 and recorded October 16, 1986 as Instrument No. 86-0105185 in the Office of the Recorder of Marion County, Indiana;

Mortgage for 1,000,000 from Hills Building & Construction Services No. 5, Inc. (formally Village at Eagle Creek, Inc.) to Murray Guttman, dated November 14, 1990 and recorded November 21, 1990 as Instrument No. 900121675 in the Office of the Recorder of Marion County, Indiana.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Village at Eagle Creek Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract (as defined in this Supplemental Declaration) shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 1st day of February, 1991.


Murray Guttman

ATTEST:

Marsha Jett

910011471

STATE OF OHIO
COUNTY OF HAMILTON



Before me, a Notary Public in and for said County and State, personally appeared Murray Guttman and acknowledged the execution of the foregoing "Consent of Mortgagee" as his voluntary act and deed.

WITNESS my hand and Notarial Seal this 1st day of February, 1991.

Patricia A. Lafferty
Notary Public

PATRICIA A. LAFFERTY (Printed Signature)

Notary Public, State of Ohio

My Commission Expires July 10, 1991

My Commission Expires:

My County of Residence:

Hamilton

This instrument prepared by Philip A. Nicely, Attorney at Law,
Bose McKinney & Evans, 8888 Keystone Crossing, Suite 1201,
Indianapolis, IN 46240.

910011471