

# Village at Eagle Creek

## Supplemental Declaration

910011471

as recorded with

in Marion county

Recorder's office

910011471

RECEIVED

FEB 06 1991

CROSS REFERENCE

PIKETOWNSHIP ASSESSOR  
SUPPLEMENTAL DECLARATION OF VILLAGE AT EAGLE CREEK

4/10/78

HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 1<sup>st</sup> day of February, 1991 by HILLS BUILDING & CONSTRUCTION SERVICES NO. 5, INC., formerly Village at Eagle Creek, Ind., 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 in 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

MAILED FOR RECORD  
FEB-6 1991  
PIKETOWNSHIP ASSESSOR  
MARION COUNTY, INDIANA  
RECORDED

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. 6<sup>th</sup>, 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)

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

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

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.

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°00'00" East along the north line of said Northwest Quarter a distance of 584.11 feet; thence South 26°55'00" West 56.07 feet to the Point of Beginning; thence North 90°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°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°24'05" West 88.94 feet; (2) North 32°35'55" West 5.77 feet to the Easterly corner of The Village at Eagle Creek, Phase VII recorded as Instrument No. 69-668871 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°35'55" West 85.26 feet; (2) North 56°09'49" West 43.22 feet; (3) North 63°05'00" West 99.83 feet to the Northerly corner of said Phase VII; thence North 26°55'00" East 411.46 to the Point of Beginning containing 1.80 acres, more or less, subject to highways, rights-of-way, and easements.

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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

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

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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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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. J. [Signature]  
Cindy 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.

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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 1st 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 Mortgage" 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 Name)

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 1<sup>st</sup> day of February, 1991.

  
Murray Guttman

ATTEST:

Marsha Scott

910011471

STATE OF OHIO

COUNTY OF HAMILTON



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

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

Patricia A. Lafferty  
Notary Public

(Printed Signature)  
PATRICIA A. LAFFERTY

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.

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