

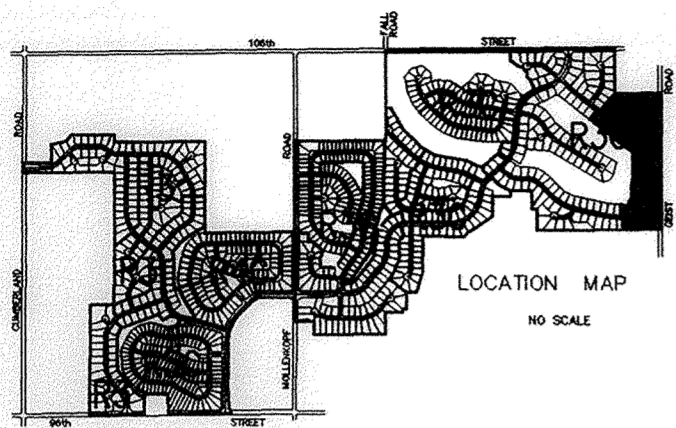
SECONDARY PLAT FOR WINDERMERE POINTE - SECTION III

Part of the North Half of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian, Town of Fishers, Fall Creek Township, Hamilton County, Indiana

200000005671
 Filed for Record in
 HAMILTON COUNTY, INDIANA
 MARY L. CLARK
 On 02-04-2000 At 11:53
 PLAT 38.00

Instrument No. **20000005671**
 P.C. No. **2** State No. **395**

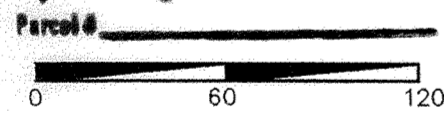
*Let. of Corr. pgs 30
 This document referred
 to in Document No.
 20000005671
 Rec 11-13-2001
 7/31*



Legend	
59	Lot Number
20666 SF. 0.47 AC.	Area in Square Feet and Acres +
[91759]	Lot Address
B S L	Building Setback Line
D & UE	Drainage and Utility Easement
D U & SE	Drainage, Utility and San. Sewer Easement
L D & UE	Landscape, Drainage and Utility Easement
C C E	Golf Club Easement
R/W	Street Right of Way
●	Indicates 5/8" Rebar w/cap
○	Indicates Centerline Monument
□	Indicates Concrete Monument

DAILY ENTERED FOR TAXATION
 Subject to Ordinance No. 10-10-00
 4 days Feb 2000

J. A. Galt
 Hamilton County

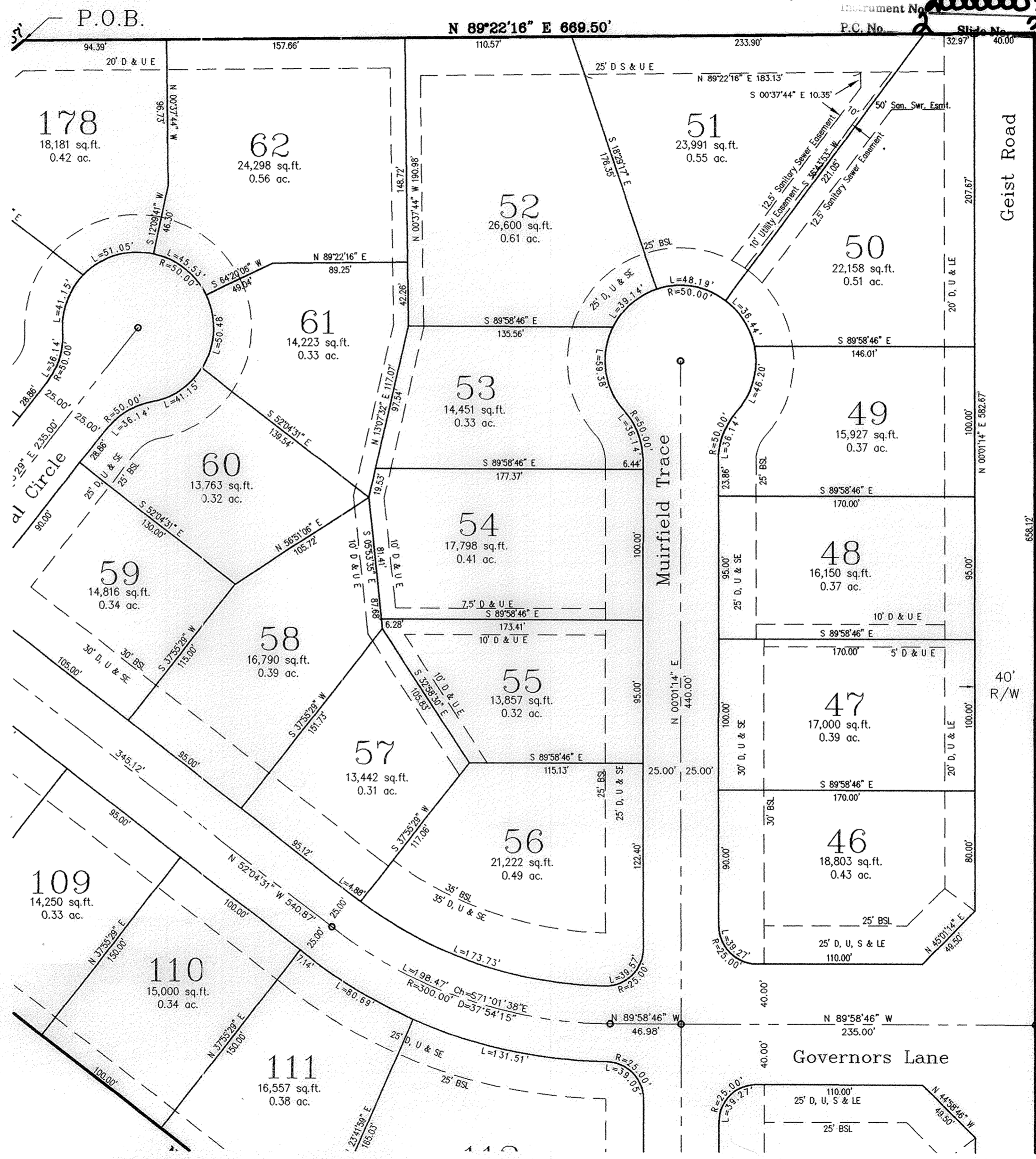


Zoning Classification:
 R3-C

PREPARED FOR:
 Windermere Partners
 9365 Counselors Row, Suite 120
 Indianapolis, IN 46240

falcon
 ENGINEERING, INC.

8906 E. 96th Street, Suite 281, Fishers, IN 46038
 Phone: (317) 841-3141 Fax: (317) 841-9951



This instrument prepared by Richard A. Lewis L.S., State of Indiana # S0001

Sheet 1 of 5

*this document referred
 to in Document No.
 20000006088
 Rec 12-07-2000
 Cert 17 Correction
 lots 33 thru
 45*

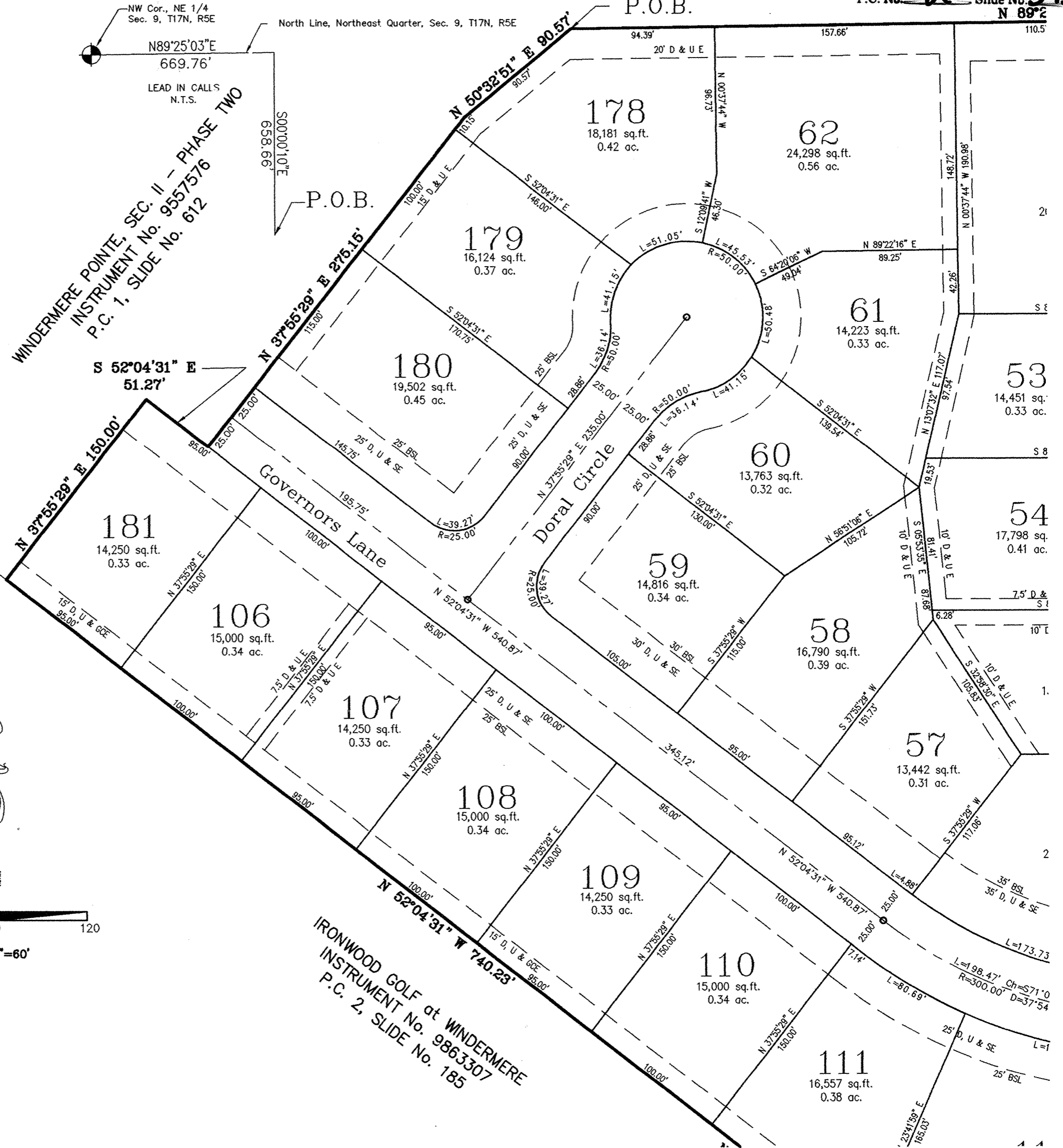
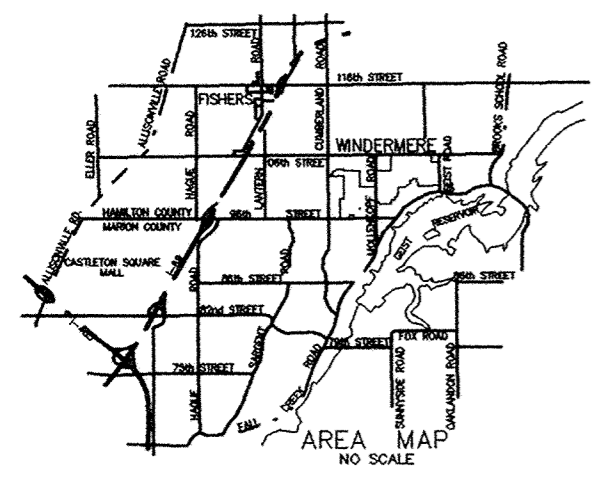
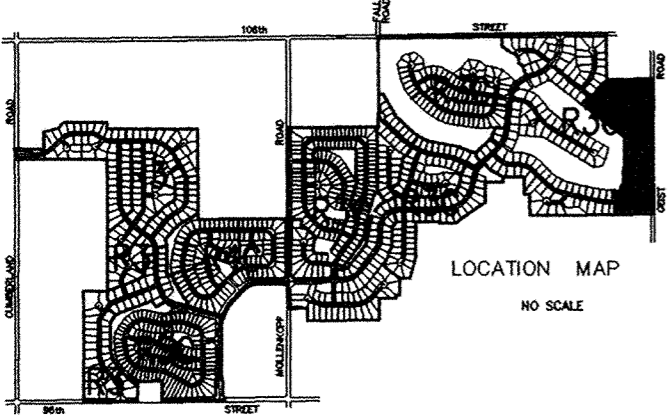
Windermere/DWS/CW/CW3plot2ref

SECONDARY PLAT FOR SECTION III WINDERMERE POINTE — SECTION III

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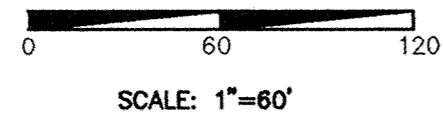
Part of the North Half of Section 9, Township 17 North, Range 5 East of the Second Principal Meridian, Town of Fishers, Fall Creek Township, Hamilton County, Indiana

Instrument No. **100000005671**
 P.C. No. **2** Slide No. **393**
 N 89°2'



Legend	
59	Lot Number
20566 S.F. 0.47 AC.	Area in Square Feet and Acres +
91759	Lot Address
B S L	Building Setback Line
D & UE	Drainage and Utility Easement
D U & SE	Drainage, Utility and San. Sewer Easement
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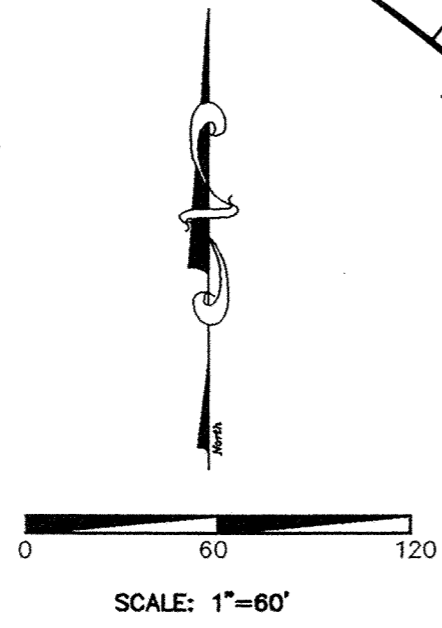
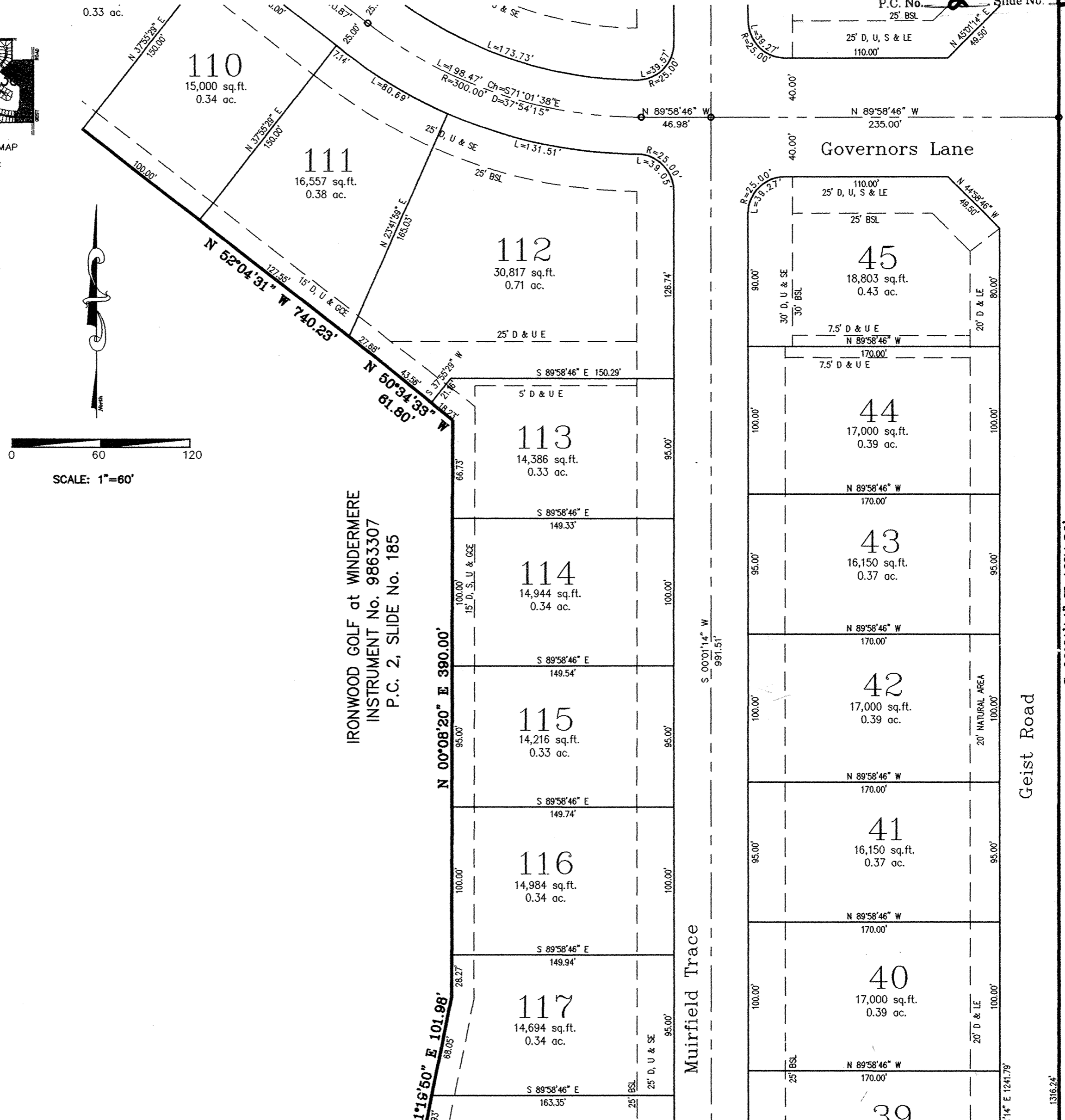
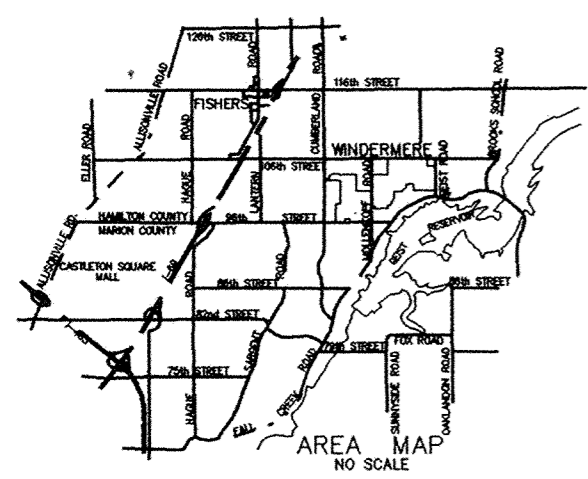
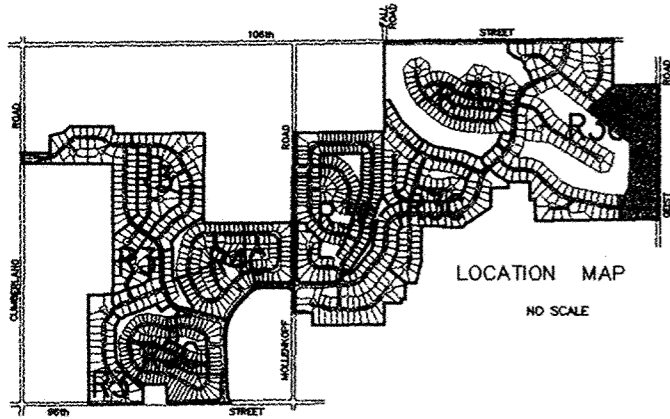
This instrument prepared by Richard A. Lewis L.S., State of Indiana # S0001

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MARY L CLARK
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Land Description

Part of the North half of Section 9, Township 17 North, Range 5 East of the 2nd Principal Meridian, Fall Creek Township, Hamilton County, Indiana and more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of said Section 9; thence North 89 degrees 25 minutes 03 seconds East 669.76 feet along the North line of said Northeast Quarter to the Northeast corner of Windermere Pointe Section II, Phase Two a Subdivision in Hamilton County recorded as Instrument No. 9557576 in Plat Cabinet No. 1, Slide No. 612 in the Office of the Hamilton County Recorder; thence South 00 degrees 00 minutes 10 seconds East 658.66 feet along the East line of said Subdivision to the Point of Beginning; thence North 89 degrees 22 minutes 16 seconds East 669.50 feet; thence South 00 degrees 01 minute 14 seconds West 1974.36 feet; thence South 89 degrees 13 minutes 54 seconds West 559.83 feet; thence North 00 degrees 46 minutes 06 seconds West 155.00 feet; thence South 89 degrees 13 minutes 54 seconds West 10.17 feet to the point of curvature of a tangent curve having a radius of 925.00 feet and a chord of South 89 degrees 41 minutes 02 seconds West 14.60 feet the radius point of which bears North 00 degrees 46 minutes 06 seconds West; thence Westerly along said curve 14.60 feet; thence North 00 degrees 08 minutes 10 seconds East 208.46 feet to the Southerly line of Ironwood Golf at Windermere a Subdivision in Hamilton County Recorded as Instrument No. 9863307 in Plat Cabinet 2 Slide 185 in the Office of The Recorder of Hamilton County (the following 7 courses are along said Subdivision); thence South 85 degrees 55 minutes 11 seconds East 101.18 feet; thence North 23 degrees 35 minutes 18 seconds East 138.39 feet; thence North 00 degrees 01 minute 14 seconds East 146.04 feet; thence North 11 degrees 19 minutes 50 seconds East 101.98 feet; thence North 00 degrees 08 minutes 20 seconds East 390.00 feet; thence North 50 degrees 34 minutes 33 seconds West 61.80 feet; thence North 52 degrees 04 minutes 31 seconds West 740.23 feet to the Southerly most corner of said Windermere Pointe Section II, Phase Two (the following four courses are along the Southeasterly line of said Subdivision); thence North 37 degrees 55 minutes 29 seconds East 150.00 feet; thence South 52 degrees 04 minutes 31 seconds East 51.27 feet; thence North 37 degrees 55 minutes 29 seconds East 275.15 feet; thence North 50 degrees 32 minutes 51 seconds East 90.57 feet; to the Point of Beginning, containing 27.40 Acres more or less.

Subject to all legal easements, rights of ways and other servitudes.

This subdivision consists of 55 lots numbered 30 through 62 inclusive and 106 through 123 inclusive and 178 through 181 inclusive, and Blocks "A" and "B", with streets shown hereon. The dimensions of the Lots, Blocks, rights-of-way, and easements are shown in figures denoting feet and decimal parts thereof.

Centerline Monumentation shall be installed within 90 days after the final surface of the street has been placed.

I, the undersigned, hereby certify that the above description to be true and correct to the best of my knowledge, information, and belief.

WITNESS my hand and Registered Land Surveyor's Seal this 20TH day of DECEMBER, 1999.

Richard A. Lewis
Richard A. Lewis
Registered Land Surveyor, State of Indiana No. S0001



I, THE UNDERSIGNED, TIMOTHY C. PETERSON, ON BEHALF OF THE PRECEDENT, THE MANAGING GENERAL PARTNER OF WINDERMERE PARTNERS, AN INDIANA PARTNERSHIP (HEREINAFTER REFERRED TO AS "DECLARANT") BEING THE OWNER OF RECORD OF THE ABOVE DESCRIBED REAL ESTATE HEREBY CERTIFIES THAT IT DOES LAY OFF, PLAT AND SUBDIVIDE THE SAME INTO LOTS, BLOCKS AND STREETS IN ACCORDANCE WITH THIS PLAT AND CERTIFICATE.

THIS SUBDIVISION SHALL BE KNOWN AND DESIGNATED AS WINDERMERE POINTE SECTION III.

ALL RIGHTS-OF-WAY SHOWN AND NOT HERETOFORE DEDICATED ARE HEREBY DEDICATED TO THE PUBLIC FOR ITS USE AS PUBLIC WAYS.

IN ADDITION TO THE COVENANTS AND RESTRICTIONS HEREINAFTER SET FORTH AND CONTAINED IN THIS PLAT, THE REAL ESTATE DESCRIBED IN THIS PLAT IS ALSO SUBJECT TO CERTAIN ADDITIONAL COVENANTS AND RESTRICTIONS CONTAINED IN THAT CERTAIN DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE, RECORDED ON THE 8th DAY OF DECEMBER, 1992, AS INSTRUMENT NO. 92-48616 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA (HEREINAFTER REFERRED TO AS "DECLARATION"), AND TO THE RIGHTS, POWERS, DUTIES AND OBLIGATIONS OF THE WINDERMERE HOMEOWNERS ASSOCIATION, INC. (HEREINAFTER REFERRED TO AS "ASSOCIATION") AND THE NEW CONSTRUCTION COMMITTEE (HEREINAFTER REFERRED TO AS "NCC") AS SET FORTH IN THE DECLARATION AND TO DESIGN GUIDELINES PROMULGATED BY THE NCC. IF THERE IS ANY IRRECONCILABLE CONFLICT BETWEEN ANY OF THE COVENANTS AND RESTRICTIONS CONTAINED IN THIS PLAT AND ANY OF THE COVENANTS AND RESTRICTIONS CONTAINED IN THE DECLARATION, THE CONFLICTING COVENANT OR RESTRICTION CONTAINED IN THIS PLAT SHALL GOVERN AND CONTROL TO THE EXTENT ONLY OF THE IRRECONCILABLE CONFLICT, IT BEING THE INTENT HEREOF THAT ALL SUCH COVENANTS AND RESTRICTIONS SHALL BE APPLICABLE TO SAID REAL ESTATE TO THE GREATEST EXTENT POSSIBLE. ALL OF THE TERMS, PROVISIONS, COVENANTS, CONDITIONS AND RESTRICTIONS CONTAINED IN THE DECLARATION ARE HEREBY INCORPORATED HEREIN BY REFERENCE IN ORDER TO PROVIDE ADEQUATE PROTECTION TO ALL PRESENT AND FUTURE OWNERS OF LOTS IN THIS SUBDIVISION THE FOLLOWING COVENANTS, RESTRICTIONS AND LIMITATIONS, IN ADDITION TO THOSE SET FORTH IN THE DECLARATION, ARE HEREBY IMPOSED UPON AND SHALL RUN WITH THE LAND INCLUDED IN THIS SUBDIVISION AND SHALL BE BINDING UPON THE DECLARANT AND ANYONE AT ANY TIME OWNING ANY PART OR PORTION OF SUCH LAND.

1. PLAN REVIEW:

Prior to application for Improvement Location Permit from the appropriate governmental agency for the construction of a residence or other structure, site plans, landscaping plans and building plans shall have been approved in writing by the NEW CONSTRUCTION COMMITTEE as defined in Article XII, Section 12.2 of the Declaration. Such approval shall include, but not be limited to building design, color and location, private drives, tree preservation, and proposed landscaping and fencing, all in accordance with the requirements of the Windermere design guidelines.

A. ARCHITECTURAL CONTROL:

- The exterior chase of all fireplaces must be brick, drivett, stucco or other masonry material.
- Residential roof pitches must be a minimum of 8/12 front to rear and a minimum of 10/12 on all front gables. The NCC will allow exceptions for porch roofs, deck enclosures and other intermittent places.
- All exterior colors and brick choices must be approved in writing by the NCC prior to commencement of residential construction.
- The exterior of all residential buildings must consist of a minimum of forty percent (40%) brick or masonry material and the balance must be wood material. The NCC shall reserve the right to modify the brick and or masonry requirement.
- The casing for all windows must be made of wood material.

2. EASEMENTS FOR DRAINAGE, SEWERS, AND UTILITIES:

Lots are subject to the following drainage easements, sewer easements, utility easements, landscape easements, and non-access easements, either separately or in combination, as shown on the plat, which easements are reserved for the use of the lot owners, the ASSOCIATION, public or private utility companies and government agencies, as follows:

A. Drainage Easements (D.E.) are created to provide paths and courses for area and local storm drainage, either overland or in adequate underground conduit, to serve the needs of the subdivision and adjoining ground and/or public or private drainage systems; it shall be the individual responsibility of the lot owner to maintain the drainage across his own lot. Under no circumstances shall said easement be blocked in any manner by the construction or reconstruction of any improvement, nor shall any grading restrict the water flow in any manner. Said areas are subject to construction or reconstruction to any extent necessary to obtain adequate drainage at any time by any government authority having jurisdiction over drainage, by DECLARANT, its successors or assigns.

AA. Golf Club Easements (G.C.E.) are created over and across areas of lots and common areas for the construction and maintenance of golf club property and to enter upon said easement with respect to certain limitations on landscaping and use of the easement area as more particularly described in Section 3.13 of the Declaration.

B. Sanitary Sewer Easements (S.E.) are created for the use of the utility, public or private, having jurisdiction over the sanitary waste disposal system designated to serve WINDERMERE POINTE SECTION III. Sanitary sewer easements shall be used to construct, operate, inspect, maintain, reconstruct and remove mains, ducts, or other related utility structures of sanitary sewers that are part of said system. These easements also include the right to Ingress/Egress for HAMILTON SOUTHEASTERN UTILITIES, INC.

C. Utility Easements (U.E.) are created for the use of public or private utility companies and cable television companies, not including transportation companies, for the installation of poles, pipes, mains, ducts and cables or other related utility structures, as well as for the uses specified in the case of sanitary sewer easements.

D. Landscape Easement (L.E.) are created over and across lots as areas within which landscaping, earth mounds, screening material, fencing, walls, neighborhood and community identification signs, directories, lighting, irrigation systems and other improvements may be constructed and maintained by the DECLARANT or the ASSOCIATION to provide landscape design continuity and ensure attractive and aesthetically pleasing areas throughout the properties. Within Landscape Easements, the DECLARANT and the ASSOCIATION shall have the right to install, inspect, maintain, reconstruct and remove such landscape improvements as described herein. Owners of lots restricted by Landscape Easements shall have the right to fully use and enjoy the land granted as the easements, except for such use as may impair, impede, or unreasonably interfere with the exercise by the DECLARANT or ASSOCIATION of the rights granted herein. Owners of lots restricted by Landscape Easements shall not construct, nor permit to be constructed any structure or obstruction on or over any part of a Landscape Easement or the interfering with the DECLARANT's or ASSOCIATION's ability to use or gain access to the Landscape Easement.

E. The owners of all lots in this addition shall take title subject to the rights of the public or private utilities, governmental agencies, the DECLARANT and the ASSOCIATION and rights of the other lot owners in this addition to the easement hereby reserved for ingress and egress in, along and through the strips of ground for the purposes herein stated.

3. DWELLING SIZE AND USE:

All lots in this subdivision shall be known and designated as residential lots and no business may be conducted on any part thereof, except as allowed by Article XIII, Section 13.28 of the DECLARATION. No structure shall be erected, altered, placed or permitted to remain on any residential lot herein other than one detached single-family dwelling not to exceed 35 feet in height and residential accessory buildings. Any garage, or accessory building erected shall be of a residential type of construction and shall conform to the general architecture and appearance of the subdivision. The minimum square footage of living space of the dwellings constructed on all residential lots shall be 2,000 square feet for a single floor residence and 2,600 square feet for a two story residence, exclusive of porches, terraces, garages, carports, accessory buildings and basements.

4. LANDSCAPE REQUIREMENTS:

Lots are subject to the following minimum landscape specifications which must be completed prior to obtaining an occupancy permit. The NCC may grant extensions due to inclement weather.

- Public sidewalks shall be constructed per standards established by the NCC or the appropriate governmental agency.
- A yard dusk to dawn light post and mailbox must be installed within the street right-of-way with uniform make, type, size and location determined by the NCC.
- The front yard area of all lots shall be sodded and the remaining yard area must be seeded with a grass mixture. Hydro seeding may be applied if approved by the NCC.
- Each lot shall provide two (2) two inch (2") caliper parkway trees, except each street corner lot must provide four (4) two inch (2") caliper parkway trees. The species and location to be determined by the NCC.

5. SANITARY SEWER REQUIREMENTS:

- All sanitary sewer and utility easements may be used for the construction, extension, operation, inspection, maintenance, reconstruction, and removal of sanitary sewer facilities and provide Hamilton Southeastern Utilities, Inc. the right of ingress / egress.
- Pavement or concrete, including driveways and sidewalks, shall not be constructed on or within one (1) foot horizontal distance of any sanitary sewer castings.
- The drip line of all trees must be located a minimum of ten (10) feet from the center of sanitary sewers and manholes and no trees shall be planted directly over building sewers (laterals). Any landscaping placed within easements or right-of-ways is at risk of being removed by utilities without the obligation of replacement.
- No mounding, lighting, fencing, signs, retaining/landscaping/entrance walls, irrigation lines, etc. shall be placed within ten (10) feet of the center of the sanitary sewer infrastructure. Any of the above listed items placed within easements or right-of-ways is at risk of being removed by utilities without the obligation of replacement.
- All Homeowners not serviced by gravity sanitary sewer service are responsible for all maintenance, repair and replacement of all grinder/ejector pumps, force mains and gravity laterals from the residence to its connection to the sanitary sewer main.
- The discharge of clear water sources (foundation drains, sump pumps, roof drains, etc.) to the sanitary sewers is prohibited.
- Grade changes across sanitary sewer facilities must be approved in writing by Hamilton Southeastern Utilities, Inc.
- The ASSOCIATION and/or individual Owner is responsible for all repairs and replacement to retaining/landscaping/entrance walls and landscaping which are located within a sanitary sewer or utility easement due to construction or maintenance of the sanitary sewer facilities.

6. RESIDENTIAL SETBACK REQUIREMENTS:

The front yard building setback lines shall comply with applicable zoning laws. The side yard setback lines shall not be less than five (5) feet from side lot line with a minimum aggregate of twenty (20) feet between residential structures. The rear yard setback lines shall be thirty (30) feet from rear lot lines.

7. INTERSECTION VISIBILITY:

No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the street, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting points 25 feet from the intersection of said street lines. No trees shall be permitted to remain within said distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines referred to above.

8. USE RESTRICTIONS:

Restrictions on use of lots in this subdivision exist and are described in detail in Article XIII of the DECLARATION. Uses restricted by the DECLARATION include by way of example but without limitation: signs, parking, animals and pets, antennas, pools, fences, lighting, landscaping, leasing and businesses. The DECLARANT hereby reserves for itself and the ASSOCIATION the right to construct and maintain certain improvements within the right-of-way of streets within the plat.

9. DURATION:

These covenants are to run with the land, and shall be binding upon the land and remain in effect for a period of thirty (30) years after the date that this plat is recorded, after which time they shall automatically be extended for successive periods of ten (10) years, unless such extension is disapproved pursuant to the procedure described in Article XV, Section 15.2 of the DECLARATION.

Instrument No. 20000005671
P.C. No. 2 Slide No. 345

10. ENFORCEMENT:
The right of enforcement of each of the foregoing restrictions by all lawful means including but not limited to the right to cause the removal by due process of law of structures erected or maintained in violation thereof, is reserved to the ASSOCIATION, the owners of the lots in the subdivision, their heirs, successors or assigns, who are entitled to such relief without being required to show any damage of any kind.

11. DECLARATION:

The real estate described in this plat is also subject to those certain additional covenants and restrictions contained in that Certain Declaration of Covenants, Conditions and Restrictions for Windermere, recorded on the 8th day of December, 1992, as Instrument No. 92-48616 in the Office of the Recorder of Hamilton County, Indiana (hereinafter referred to as "Declaration"), and to the rights, powers, duties and obligations of the Windermere Homeowners Association, Inc. (hereinafter referred to as "Association") and the New Construction Committee (hereinafter referred to as "NCC"), as set forth in the Declaration, as amended from time to time.

12. BLOCK "A"

The real estate described as Block "A" in this plat shall be known as a common drive easement, and shall be maintained in common with the owners of Lots 32 through 35 inclusive. It shall be the obligation of said lot owners to contribute an equal share in the cost of maintenance of the common drive. Where a majority of said lot owners repair such common drive and one fails to pay their allocable share of such repair, then the owners paying such costs may file a lien for the reasonable value of labor performed and materials furnished, as prescribed by the laws of the State of Indiana, against any such lot and the owner who fails to pay their allocable share of such repair thereof and recover the full assessment owed, together with interest from the due date plus reasonable attorney's fees. Block "A" may contain sanitary sewers and utilities (public and private) to serve said lots in which event the said owners shall maintain the utilities not otherwise maintained by the respective utility in the same manner as set forth for private drives.

13. Block "B" shall be known as a sanitary sewer easement and shall be reserved for conveyance to Hamilton Southeastern Utilities, Inc. for uses described above under sanitary sewer easement. Said block shall remain in its natural state until additional sanitary sewer utilities are installed.

14. NATURAL AREA (NA)

A. The vegetation and trees within the natural area shall be left in a natural state. The Developer shall take those necessary steps in order to preserve all trees larger than four inches in diameter measured six inches above ground, except in those areas necessary for the installation of utilities.

B. Trees within the Natural Area to be saved that are badly damaged or destroyed by the individual lot owner or by construction activities during the residential home construction shall be replaced by a number of four inch diameter trees equivalent in value to the trees damaged or destroyed.

C. 1. There are strips of ground shown on the Plat marked "NA" (Natural Area) which are reserved for the continuation and preservation of the trees and vegetation in such area. No permanent or other structures shall be erected or maintained in such areas, including but not limited to fences, patios, decks, driveways and walkways unless such are specifically approved by the Declarant and are in accordance with the Town of Fishers zoning standards.

2. Preserved trees within the natural areas shall be permanently maintained by the owner of the real estate and their successors in title. The owner or person in control of the dominant real estate adjacent to the natural area on which any preserved tree existed pursuant to the above, shall be responsible for the maintenance and removal of the tree or shrub if such removal is necessary. Preserved trees shall not be permanently removed or significantly altered without the approval of the Director of Development of the Town of Fishers.

3. Periodic maintenance, seasonal plantings and the like shall not be subject to this restriction.

OWNERS OF LOTS WITHIN WINDERMERE POINTE SECTION III SHALL BE SUBJECT TO AN ADDITIONAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WINDERMERE AS RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA AS INSTRUMENT NO. 92-48616

IN TESTIMONY WHEREOF, witness the signature of the DECLARANT this 22ND day of DECEMBER, 1999.

WINDERMERE PARTNERS, an Indiana Partnership

Timothy C. Peterson
Timothy C. Peterson
On Behalf of the PRECEDENT
Managing General Partner of Windermere Partners

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:



BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY C. PETERSON, ON BEHALF OF THE PRECEDENT THE MANAGING GENERAL PARTNER OF WINDERMERE PARTNERS AS OWNER OF THE ABOVE DESCRIBED REAL ESTATE AND ACKNOWLEDGED EXECUTION OF THE FORGOING INSTRUMENT AS HIS VOLUNTARY ACT AND DEED.

WITNESS MY HAND AND NOTARY SEAL THIS 22ND DAY OF DECEMBER, 1999.

Janet M. Skoog
JANET M. SKOOG, NOTARY PUBLIC
COUNTY OF RESIDENCE: Hamilton, COMMISSION EXPIRES: October 25, 2006

COMMISSION CERTIFICATE:

UNDER AUTHORITY PROVIDED BY TITLE 36, ACTS OF 1981, P.L. 309 ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF INDIANA, AND ALL ACTS AMENDATORY THERETO AND AN ORDINANCE ADOPTED BY THE TOWN OF FISHERS AS FOLLOWS:

ADOPTED BY THE TOWN PLAN COMMISSION AT A MEETING HELD ON THE 9th DAY OF FEBRUARY, 1994.

FISHERS TOWN PLAN COMMISSION

John B. Zerbo *Jonathon Isaacs*
PRESIDENT JOHN B. ZERBO SECRETARY JONATHON ISAACS

falcon
ENGINEERING, INC.

8906 E. 96th Street, Suite 281, Fishers, IN 46038
Phone: (317) 841-3141 Fax: (317) 841-9951

Sheet 5 of 5