

Instrument
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Filed for Record in
HAMILTON COUNTY, INDIANA
MARY L CLARK
On 01-16-1997 At 10:07 am.
DEC COV RES 24.00

24.00
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VILLAGE FARMS ESTATE LOTS
SUPPLEMENTARY DECLARATION OF
COVENANTS AND RESTRICTIONS

WHEREAS, The undersigned, Ralph L. Wilfong, as Trustee and to his successor Trustee, of The Ralph L. Wilfong Revocable Trust Agreement (the "Declarant"), is the successor in interest to Ralph L. Wilfong as Declarant under the Declarations of Covenants and Restrictions for the Village Farms Development (the "Declaration") recorded as Instrument Number 9420 in Book 140, pages 403 to 415 and Book 142, pages 188 to 192 in the Office of the Recorder of Hamilton County, Indiana (the "Declaration");

WHEREAS, the Declarant is the owner of the real estate described as the "Village Farms Estates," a legal description of which is attached hereto and made a part hereof as Exhibit "A";

WHEREAS, the Declarant intends to sell parcels of land located in the Village Farms Estates, each of which contain approximately three (3) acres the location and the dimensions of which are shown on Exhibit "B" attached hereto and made a part hereof (the "Estate Lots");

WHEREAS, the Declarant intends to develop the Village Farms Estates in accordance with a common plan designed to preserve the value and qualities of the property;

NOW, THEREFORE, Declarant declares that the Village Farms Estates shall be held, transferred, encumbered, used, sold, conveyed, leased, and occupied subject to the covenants and restrictions set forth below, expressly and exclusively for the use and benefit of each and every person or entity who now or in the future owns one or more parcels in the Village Farms Estates.

1. All of the terms and provisions set forth in the Declaration are hereby incorporated by reference and shall apply to the Village Farms Estates in the same manner and to the same extent as they apply to every other property that is subject to said Declaration, except to the extent that these said Supplementary Declarations of Covenants and Restrictions are contradictory to or amend said Declarations, in which event these Supplementary Declarations shall prevail.

2. Each Estate Lot shall be approximately three (3) acres in size, plus up to nine-tenths of one acre as shown on Exhibit "B", and no parcel once conveyed shall be divided into smaller parcels nor shall any parcel be subdivided.

3. All streets shown on Exhibit B and not heretofore dedicated are hereby dedicated to the public for its use.

4. A strip of land at least 7 1/2 feet in width but not more than 15 feet in width around the perimeter of each Estate Lot as shown on Exhibit "B" shall be reserved for Utility Easements, Drainage Easements, Sewer Easements and Trail Easements, either separately or in any combination of the four, which will be reserved for the use of the public utility companies, governmental agencies and other owners in the Village Farms development. Each owner of an Estate Lot will take title subject to the rights of the public utilities, governmental agencies and the rights of other owners in the Village Farms development to said easement for ingress and egress in, along and through the strips of ground for their intended purposes. No permanent or other structure shall be erected or maintained upon said easements, including fences or

temporary structures of any kind. The Declarant shall have the right to waive the reservation of any such easement as Declarant deems appropriate to the development of Village Farms Estates, subject to the approval of the Westfield Planning Commission, if such approval is required.

5. If any person purchases two or more adjoining Estate Lots, Declarant may waive the trail easement between the Estate Lots.

6. Each Estate Lot shall have a four board black fence around its entire perimeter. If any person purchases two or more adjoining Estate Lots, no fence will be required between such adjoining Estate Lots.

7. The building setback line for new structures on each Estate Lot shall be one hundred fifty (150) feet as measured from the street property line of Greyhound Pass and one hundred (100) feet as measured from the street property line of Oakridge Road, twelve (12) feet on each side of the lot, and thirty (30) feet from the rear property line. The existing fence setback along Greyhound Pass will be maintained.

8. Any existing structure located on any Estate Lot shall be allowed to remain and shall be renovated, if necessary, subject to the approval of the renovation plans by Declarant. No such existing structure shall be subject to the setback requirements of paragraph 8 above.

9. No residence shall be erected or maintained on any Estate Lot having a ground area, exclusive of open porches and garages, of less than two thousand four hundred (2,400) square feet in the case of a one-story structure, and one thousand six hundred (1,600) square feet in the case of a higher structure.

10. Each residence shall be wrapped in masonry, including but not limited to brick or stone, on the first story.

11. All Estate Lots shall be known and designated as residential lots. No structure shall be erected, placed or permitted to remain upon any Estate Lot, except one (1) single family dwelling house, and such outbuildings as are usually accessory to a single family dwelling house. In recognition of the different character of the Estate Lots from the other lots in the Village Farms Development, the Estate Lots may also include barn structures for the purpose of keeping and maintaining horses, and such barn structures shall not be subject to the size limitations on accessory outbuildings contained in the Declaration.

12. No animals shall be kept or maintained on any Estate Lot except the usual household pets, except that a maximum of three (3) horses and/or other pleasure animals may be kept or maintained on each Estate Lot. Horses from any Estate Lot may be kept or maintained on another Estate Lot so long as no more than three (3) horses are kept or maintained on any Estate Lot. Any animal kept or maintained on an Estate Lot shall be reasonably confined so as not to become a nuisance.

13. No antennas, satellite dishes or other equipment used to receive radio or television transmissions shall be installed either outside of or upon any building on any of the lots without proper screening and without prior approval of Declarant.

14. A dusk-to-dawn light of the type approved by Declarant shall be installed on each Estate Lot in front of the front building line.

15. No building shall be erected, placed or altered on any Estate Lot unless and until the plot plan showing the location of such building, and plans and specifications for any building requiring a foundation, have been approved as to conformity and harmony of external design and location with existing structures in the Village Farms Estates and as to the topography and finished ground elevation of such Lot by Declarant.

16. Each Estate Lot shall have a minimum of three (3) hardwood trees in the front yard, each of which shall be at least ten (10) feet in height.

17. Any person or persons acquiring title to any Estate Lot shall take the same subject to all of the terms, provisions, covenants, and restrictions herein contained and those contained in any Declarant of Covenants and Restrictions placed of record in Hamilton County, Indiana, by Declarant prior to the acquisition of title by such person and subject to any amendments or any supplements to any such Declarant of Covenants and Restrictions theretofore or thereafter made pursuant to the terms of such Declaration of Covenants and Restrictions.

18. If the parties hereto, or any of them, their heirs and assigns, shall violate or attempt to violate any of the covenants, restrictions, provisions, terms or conditions herein, it shall be lawful for any person owning an Estate Lot to prosecute any proceeding at law or in equity against any persons violating or attempting to violate any such covenants and to recover damages or other remedies for such violation.

19. The restrictions, covenants and provisions set forth herein shall run with the land and shall remain in full force and effect until January 1, 2005, at which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the Estate Lots it is agreed to change said covenants in whole or in part. The covenants and restrictions set forth in the Declaration may be amended consistent with procedure set forth in the Declaration.

20. The invalidity of any of the foregoing covenants, restrictions, provisions, terms or conditions by judgment or Court order shall in no way affect any of the other provisions which shall remain in full force and effect.

**THE RALPH L. WILFONG REVOCABLE
TRUST AGREEMENT, RALPH L. WILFONG,
TRUSTEE**

By:



Ralph L. Wilfong, II, Attorney-in-fact for
Ralph L. Wilfong pursuant to Power
of Attorney dated October 17, 1995
and recorded in the Hamilton County
Recorder's Office as Instrument No.
956133

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON

Subscribed and sworn to before me, a notary public in and for said county and state, personally appeared Ralph L. Wilfong, II, attorney-in-fact for Ralph L. Wilfong, who acknowledged the execution of the foregoing document.

Witness my hand and seal this 15th day of January, 1997.

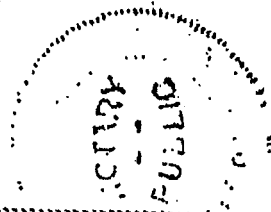
Patricia R. Emmert
Notary Public

Printed _____

County of Residence: _____

My Commission Expires: _____

11/17/97



Patricia R. Emmert
Notary Public, State of Indiana
Hamilton County
My Commission Exp. 07/31/2000

This instrument was prepared by Kathryn M. Kunz, Attorney at Law, Kunz & Opperman, P.C., 135 North Pennsylvania Street, Suite 1750, Indianapolis, Indiana 46204

VILLAGE FARMS ESTATE LOTS

EXHIBIT "A"

Part of the East Half of Section 14, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

COMMENCING at the Northeast corner of the Southeast Quarter of Section 14, Township 18 North, Range 3 East; thence South 00 degrees 04 minutes 02 seconds East (assumed bearing) on the East line of said Southeast Quarter 75.00 feet; thence South 89 degrees 55 minutes 58 seconds West 40.00 feet to the PLACE OF BEGINNING of the within described real estate, said point of beginning being also the Northeasterly corner of a parcel of real estate described in EXHIBIT A-2 of a Warranty Deed recorded as Instrument Number 9504023 in the Office of the Recorder of Hamilton County, Indiana; thence South 89 degrees 55 minutes 58 seconds West on the Northerly line of said real estate 530.00 feet; thence South 71 degrees 15 minutes 01 seconds West on the Northerly line of said real estate 222.11 feet; thence South 78 degrees 33 minutes 52 seconds West on the Northerly line of said real estate 282.53 feet; thence South 00 degrees 39 minutes 04 seconds West on the Northwesterly line of said real estate 225.57 feet; thence North 89 degrees 20 minutes 56 seconds West on the Northerly line of said real estate 256.75 feet to a point on the Easterly line of real estate described as Tract A in a Quitclaim Deed recorded on Pages 928-929 of Deed Record 347 in said Recorder's Office; thence North 00 degrees 05 minutes 10 seconds West on the Easterly line of said real estate 70.12 feet to an angle point in said Easterly line that is 193.60 feet North 00 degrees 05 minutes 10 seconds West of the Southeasterly corner of said real estate; thence North 59 degrees 57 minutes 58 seconds West on the Easterly line of said real estate 40.88 feet; thence North 05 degrees 30 minutes 00 seconds West on the Easterly line of said real estate 188.64 feet to a point on the Southerly right-of-way line of Greyhound Pass, as dedicated in the plat of THE VILLAGE FARMS, SECOND SECTION, a subdivision in Hamilton County, Indiana, the plat of which is recorded on Pages 7 through 9 of Plat Book 6 in said Recorder's Office, said right-of-way being on a curve, the radius point of which lies 345.06 feet North 09 degrees 26 minutes 35 seconds West from said point; thence Northeasterly, curving to the left on said right-of-way line an arc distance of 281.09 feet to the point of tangency of said curve at a point that is 345.06 feet South 56 degrees 07 minutes 03 seconds East of the radius point of said curve; thence South 33 degrees 52 minutes 57 seconds West on said right-of-way line 172.22 feet to the point of curvature of a curve to the right, the radius point of which lies 510.00 feet South 56 degrees 07 minutes 03 seconds East from said point; thence Northeasterly, curving to the right on said right-of-way line, an arc distance of 97.91 feet to the point of tangency of said curve at a point that is 510.00 feet North 45 degrees 07 minutes 03 seconds West of the radius point of said curve; thence South 44 degrees 52 minutes 57 seconds West on said right-of-way line 217.80 feet to the Easterly terminus of the dedicated right-of-way of Greyhound Pass as set out in said plat of THE VILLAGE FARMS, SECOND SECTION; thence North 45 degrees 07 minutes 03 seconds West 80.00 feet to the Southerly line of LOT #93 in said THE VILLAGE FARMS, SECOND SECTION, said point being the point of curvature of a non-tangent curve, the radius point of which lies 400.00 feet South 45 degrees 07 minutes 03 seconds East from said point; thence Northeasterly curving to the right on the Southerly line of said LOT #93, an arc distance of 69.17 feet to the Southeasterly corner of said Lot; thence South 43 degrees 24 minutes 20 seconds East on the Easterly line of said Lot, a distance of 225.68 feet to the Northeasterly corner of said lot, said corner being common with a Southeasterly corner

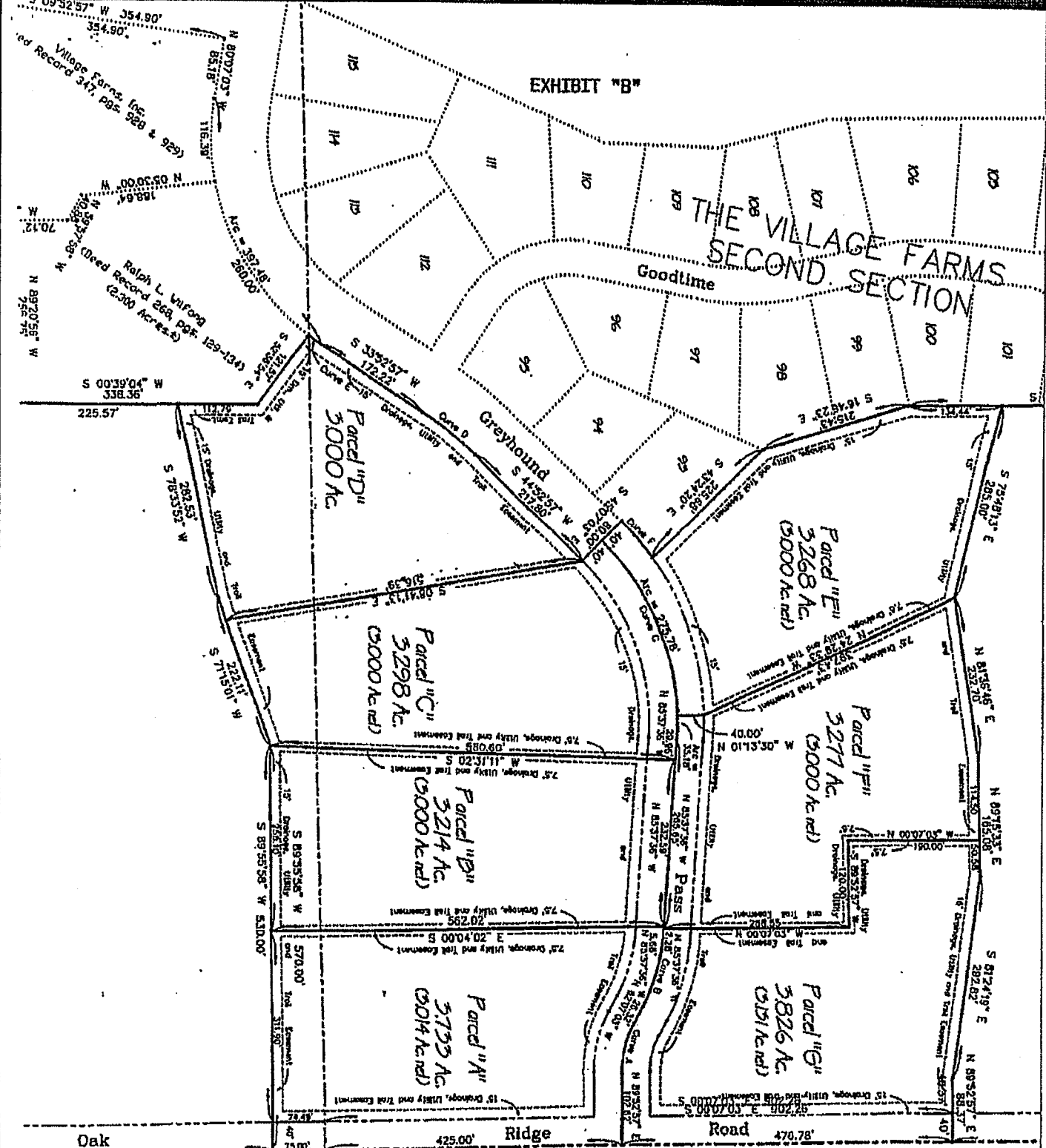
EXHIBIT "A" page 2

of LOT #98 in said subdivision; thence South 16 degrees 46 minutes 23 seconds East on the Easterly line of said subdivision 215.43 feet to the Southeasterly corner of LOT #100 in said subdivision; thence South 00 degrees 44 minutes 28 seconds East on the Easterly line of said subdivision 134.44 feet to a point that is 320.00 feet South 00 degrees 44 minutes 28 seconds East of the Northeasterly corner of said subdivision, said point being also the Southwesterly corner of a parcel of real estate described in EXHIBIT A-3 of the aforesaid Warranty Deed recorded as Instrument Number 9504023 in the Office of the Recorder of Hamilton County, Indiana; thence South 75 degrees 48 minutes 13 seconds East on the Southerly line of said real estate 285.00 feet; thence North 81 degrees 36 minutes 46 seconds East on the Southerly line of said real estate 232.70 feet; thence North 89 degrees 15 minutes 33 seconds East on the Southerly line of said real estate 165.08 feet; thence South 81 degrees 24 minutes 19 seconds East on the Southerly line of said real estate 292.82 feet; thence North 89 degrees 52 minutes 57 seconds East on the Southerly line of said real estate 48.37 feet to the Southeasterly corner of said real estate, said corner being located 40.00 feet West of the East line of the Northeast Quarter of said Section 14, and being on the Westerly line of a parcel of real estate described in EXHIBIT A-4 of the aforesaid Warranty Deed recorded as Instrument Number 9504023 in the Office of the Recorder of Hamilton county, Indiana; thence South 00 degrees 07 minutes 03 seconds East on the Westerly line of said real estate described in EXHIBIT A-4 and parallel with the East line of said Northeast Quarter 902.26 feet to the North line of the Southeast Quarter of said Section 14; thence South 00 degrees 04 minutes 02 seconds East on the Westerly line of said real estate and parallel with the East line of said Southeast Quarter 74.49 feet to the place of beginning, containing 25.018 acres, more or less.

EXCEPT the following described acreage:

Part of the East Half of Section 14, Township 18 North, Range 3 East in Washington Township, Hamilton County, Indiana, described as follows:

Commencing at the intersection of the Easterly right-of-way line of Adios Pass, as dedicated in THE VILLAGE FARMS, FOURTH SECTION, a subdivision in Hamilton County, Indiana, the plat of which is recorded on Pages 83-87 of Plat Book 8 in the Office of the Recorder of Hamilton County, Indiana, with the Southerly right-of-way line of Greyhound Pass, as dedicated in THE VILLAGE FARMS, SECOND SECTION, a subdivision in Hamilton County, Indiana, the plat of which is recorded on Pages 7-9 of Plat Book 6 in said Recorder's Office; thence South 80 degrees 07 minutes 03 seconds East (an assumed bearing per said plats) on the Southerly right-of-way line of Greyhound Pass 85.18 feet to the point of curvature of a curve to the left having a radius of 345.06 feet; thence Northeasterly, curving to the left on said right-of-way line, an arc distance of 116.39 feet to the PLACE OF BEGINNING of the within described real estate; thence South 05 degrees 30 minutes 00 seconds East 188.64 feet; thence South 59 degrees 57 minutes 58 seconds East 40.88 feet; thence South 00 degrees 05 minutes 10 seconds East 70.12 feet; thence South 89 degrees 20 minutes 56 seconds East 256.75 feet; thence North 00 degrees 39 minutes 04 seconds East 338.36 feet; thence North 52 degrees 36 minutes 59 seconds West 121.57 feet to a point on the aforesaid Southerly right-of-way line of Greyhound Pass, said point being on a curve, having a radius of 345.06 feet and a common radius point with the last described curve; thence Southwesterly, curving to the right on said right-of-way line, an arc distance of 260.00 feet to the place of beginning, containing 2.300 acres, more or less.



Northeast corner of the Southeast Quarter of Section 14, Township 18 North, Range 3 East

Southeast corner of the Northeast Quarter of Section 14, Township 18 North, Range 3 East

East line of the Northeast Quarter of Section 14, Township 18 North, Range 3 East