

MARTHA A. WOMACKS  
MARION COUNTY AUDITOR

641288 JUL 17 08

DULY RECEIVED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE  
FOR TRANSFER

**CROSS REFERENCE: INSTRUMENT NOS. 1995-0153102; 2000-0098810; 2004-0163465**

**THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STABLE CHASE ESTATES**

THIS THIRD AMENDMENT TO DECLARATION (hereinafter, the "Third Amendment") made this 7 day of July, 2006 by Stable Chase Development Company, an Indiana corporation (the "Declarant").

WITNESSETH:

WHEREAS, Declarant developed a certain tract of real estate located in Marion County, Indiana known as Stable Chase Estates and in connection therewith, and executed that certain Declaration of Covenants, Conditions and Restrictions dated November 28, 1995 and recorded on November 28, 1995 as Instrument No. 1995-0153102 in the Office of the Recorder of Marion County, Indiana (the "Declaration"); and

WHEREAS, Declarant executed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions dated June 22, 2000 and recorded on June 22, 2000 as Instrument No. 2000-0098810 in the Office of the Recorder of Marion County, Indiana (the "First Amendment"); and

WHEREAS, Declarant executed that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions dated July 10, 2004 and recorded on August 19, 2004 as Instrument No. 2004-0163465 in the Office of the Recorder of Marion County, Indiana (the "First Amendment"); and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Article IX, Section 10 is hereby amended by adding, "No Owner or Member may have a trampoline or portable basketball goal on any Lot."
2. Article IX, Section 10 is hereby amended by adding, "All playsets/swingsets placed on any Lot may not exceed twelve feet (12') in height, and may not exceed 24 feet (24') in length. Each playset/swingset must be constructed of wooden material and kept in good visual repair. All proposed playsets/swingsets must be approved by the Architectural Control Committee prior to installation and request for approval must be accompanied by a product sample brochure."
3. Except as otherwise provided herein, all other terms and conditions of the Declaration shall remain the same, and are hereby ratified and confirmed. All capitalized terms used herein and not otherwise defined shall have the meaning given to them in the Declaration.

07/17/06 04:05PM WANDA MARTIN MARION CTY RECORDER

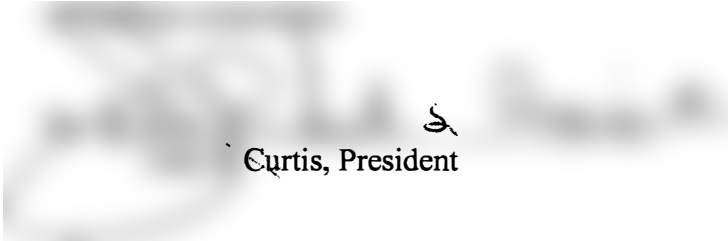
LNM 16.00 PAGES: 2

Inst # 2006-0105171

IN WITNESS WHEREOF, Declarant, by its President, has caused this Instrument to be executed as of the day and year first above written.

DECLARANT

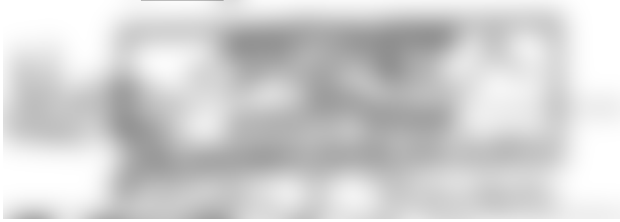
STABLE CHASE DEVELOPMENT COMPANY,

  
Curtis, President

STATE OF INDIANA            )  
  ) SS.  
COUNTY OF MARION        )

Before me, a Notary Public in and for said County and State, personally appeared John R. Curtis, the President of Stable Chase Development Company, an Indiana corporation, and acknowledged the execution of the foregoing for and on behalf of said corporation.

Witness my hand and Notarial Seal this 7th day of July, 2006.



Printed

My Commission Expires:

My County of Residence:

June 12, 2013

MARION

This instrument prepared by: David E. Kress, Esq., DANN PECAR NEWMAN & KLEIMAN, P.C., 2300 One American Square, Box 82008, Indianapolis, Indiana 46282, (317) 632-3232.

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law." DAVE KRESS