

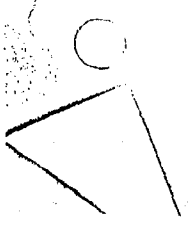
Shirley Nolot 6P
CLARK COUNTY RECORDER
Clark County Recorder
I 200114254 Page 1 of 5
C2 Date 07/02/2001 Time 15:50:06

THIRD AMENDMENT

**DECLARATION OF THE HARBOURS
HORIZONTAL PROPERTY REGIME**

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THIRD AMENDMENT
DECLARATION OF THE HARBOURS
HORIZONTAL PROPERTY REGIME

EXPLANATION OF AMENDMENT

This document is the Third Amendment (the "Third Amendment") of the Declaration of the Harbours Horizontal Property Regime, which was filed as Instrument No. 10085 in Miscellaneous Drawer 32 of the Clark County, Indiana Recorder's Office on June 13, 2000, and thereafter amended by a First Amendment (the "First Amendment") which was filed as Instrument No. 200103749 in Miscellaneous Drawer 33 of the Clark County, Indiana Recorder's Office on February 28, 2001 and by a Second Amendment (the "Second Amendment") which was filed as Instrument No. 200111626 on June 6, 2001 (the "Declaration") and the Plans were filed as Instrument No. 3210087 in Condo Plat Book 1, Page 59 of the Clark County, Indiana Recorder's Office on June 13, 2000 and supplemented on September 14, 2000 by Instrument No. 3216054. The purpose of this Third Amendment is to clarify Section 15(B) Collection of Assessments of the Declaration.

RECITALS

WHEREAS, The Harbours at RiverPointe, L.P., a Delaware limited partnership (the "Declarant") is the Declarant under the Declaration;

WHEREAS, all initially-capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration unless the context clearly indicates otherwise;

WHEREAS, the applicable requirements of the Declaration have been complied with concerning this Third Amendment; and

WHEREAS, Declarant desires to amend the Declaration to clarify Section 15(B) Collection of Assessments of the Declaration.

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

AMENDMENTS

1. Section 15(B) of the Declaration is hereby deleted in its entirety and replaced with the following:

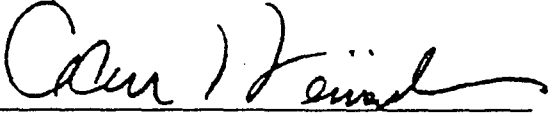
B. Collection of Assessments. Each Assessment shall be due and payable within five (5) days of the due date thereof as specified in this Declaration or in the By-Laws, or if not so specified, then within five (5) days of any due date(s) determined by the Board of Directors, and the date marking the end of the applicable time period allowed herein for the payment of such Assessment is hereby termed the "Delinquency Date". Any Assessment which is not paid in full by the Delinquency Date shall be deemed delinquent without further notice or demand to the defaulting Owner, and Owner shall be charged a late fee of not less than twenty-five dollars (\$25) plus an additional five dollars (\$5) per day from the Delinquency Date until paid in full. The Board of Directors may, from time to time, after providing written notice to the Owners, increase the late fees. In the event that any costs or expenses, including attorneys' fees, are incurred by or on behalf of the Association with respect to the recovery or collection of any delinquent Assessment, all such costs and fees shall be due and payable immediately by such delinquent Owner and shall bear interest from the dates incurred until paid in full, at a rate of interest equal to the lesser of : (i) the maximum legal non-usurious rate of interest under Indiana law; or (ii) eighteen percent (18%) per annum. All interest and all costs and expenses payable hereunder with respect to a delinquent Assessment shall be added to and deemed a part of such delinquent Assessment and shall constitute a lien on the delinquent Owner's Unit and Percentage Interest as of the date on which such delinquent Assessment first became a lien. In the event that any Assessment is not fully paid on or before the Delinquency Date, the Association shall be entitled to accelerate and declare due and payable in full all installments of Assessments due for the year in which such delinquency occurs, and to enforce payment of the same by foreclosure of said lien and/or other appropriate legal proceedings in accordance with the laws of the State of Indiana. Any such lien against a Unit and its Percentage Interest shall be subordinate to any first mortgage covering such Unit and its Percentage Interest if and to the extent such mortgage was recorded prior to the due date of the delinquent Assessment.

2. Except as expressly modified hereby, the Declaration shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to be executed this 29 day of JUNE, 2001.

THE HARBOURS AT RIVERPOINTE, L.P.,
a Delaware limited partnership

By: Creekstone/Overbrook, LLC, a Delaware
limited liability company, its sole general
partner

By: 
Alan D. Feinsilver, President

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

Before me, the undersigned authority personally appeared Alan D. Feinsilver, the President of Creekstone/Overbrook, LLC, a Delaware limited liability company, the sole general partner of The Harbours at Riverpointe, L.P., a Delaware limited partnership, who acknowledged the execution of the above and foregoing Third Amendment of the Declaration of The Harbours Horizontal Property Regime for and on behalf of said limited partnership.

Witness my hand this 29 day of June, 2001.

Teresa J. Senne

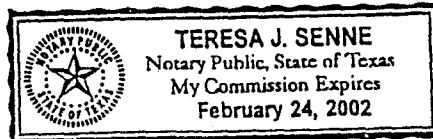
Notary Public in and for the State of Texas

Teresa J. Senne

(Printed Name) Notary Public

My Commission Expires:

2/24/02



This Instrument Prepared By:

Alan D. Feinsilver
4545 Post Oak Place
Suite 100
Houston, Texas 77027

→
Sept

Shirley Nolot 12P
CLARK COUNTY RECORDER
Clark County Recorder
I 200115097 Page 1 of 12
C1 Date 07/11/2001 Time 14:13:53

FOURTH AMENDMENT

**DECLARATION OF THE HARBOURS
HORIZONTAL PROPERTY REGIME**

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FOURTH AMENDMENT
DECLARATION OF THE HARBOURS
HORIZONTAL PROPERTY REGIME

EXPLANATION OF AMENDMENT

This document is the Fourth Amendment (the "Fourth Amendment") of the Declaration of the Harbours Horizontal Property Regime, which was filed as Instrument No. 10085 in Miscellaneous Drawer 32 of the Clark County, Indiana Recorder's Office on June 13, 2000, and thereafter amended by the amendments listed on Exhibit "A" attached hereto ("the "Declaration") and the Plans were filed as Instrument No. 3210087 in Condo Plat Book 1, Page 59 of the Clark County, Indiana Recorder's Office on June 13, 2000 and supplemented on September 14, 2000 by Instrument No. 3216054, and as amended on July 11, 2001 by Instrument No. 200115096. The purpose of this Fourth Amendment is to combine Units 715 and 716 into one Unit in accordance with Section 23.B(a) of the Declaration.

RECITALS

WHEREAS, all initially-capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration unless the context clearly indicates otherwise;

WHEREAS, The Harbours at RiverPointe, L.P., a Delaware limited partnership (the "Owner") is the Owner of Units 715 and 716;

WHEREAS, the applicable requirements of the Declaration have been complied with concerning this Fourth Amendment; and

WHEREAS, the Owner, joined by the Association, desires to amend the Declaration to combine Units 715 and 716 into one Unit in accordance with Section 23.B(a) of the Declaration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

AMENDMENTS

1. In accordance with Section 23.B(a) of the Declaration, Owner desires to combine Units 715 and 716 into one Unit which combined Unit shall be described hereafter as Unit 716. Copies of any and all necessary permits issued by the municipal or other governmental subdivision having jurisdiction over the issuance of permits for the Interior Changes (as defined in Section 23.B of the Declaration) are attached hereto as Exhibit B. The floor plan for the Interior Changes are filed in Condo Plat Book 1, Page 59, Instrument No. 2001 _____ of the Clark County, Indiana records.

2. The Percentage Interest of the combined Unit 716 shall be 0.8624% which is equal to the Percentage Interests of Units 715 and 716, added together, as reflected on Exhibit D described in Section 14.A of the Declaration.

3. Except for the combination of Units 715 and 716 into one Unit described hereafter as Unit 716 and the reduction in the number of Units in the Building from one hundred and eighty-seven (187) Units to one hundred and eighty-six (186) Units, no other Units are affected hereby.

4. Except as expressly modified hereby, the Declaration shall remain unmodified and in full force and effect.

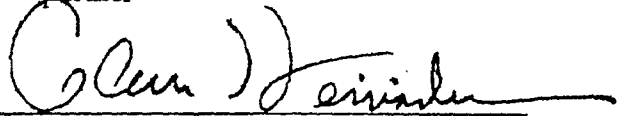
[Signatures on following page]

IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment to be executed this 2 day of JULY, 2001.

OWNER:

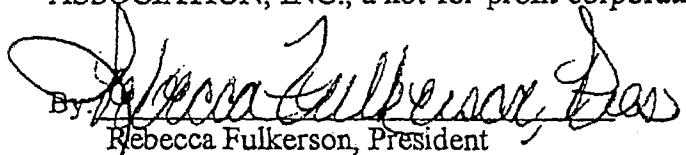
THE HARBOURS AT RIVERPOINTE, L.P.,
a Delaware limited partnership

By: Creekstone/Overbrook, LLC, a Delaware
limited liability company, its sole general
partner

By: 
Alan D. Feinsilver, President

ASSOCIATION:

THE HARBOURS CONDOMINIUM
ASSOCIATION, INC., a not-for-profit corporation

By: 
Rebecca Fulkerson, President

Attached Exhibits

Exhibit A - Amendments to Declaration of The Harbours Horizontal Property Regime

Exhibit B - Permits for Interior Changes

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

Before me, the undersigned authority, personally appeared Alan D. Feinsilver, the President of Creekstone/Overbrook, LLC, a Delaware limited liability company, the sole general partner of The Harbours at RiverPointe, L.P., a Delaware limited partnership, who acknowledged the execution of the above and foregoing Fourth Amendment of the Declaration of The Harbours Horizontal Property Regime for and on behalf of said limited partnership.

Witness my hand this 2 day of July, 2001.

Teresa J. Senne

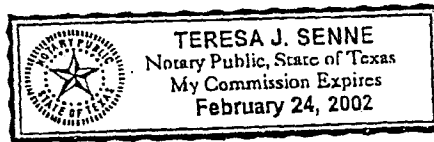
Notary Public in and for the State of Texas

Teresa J. Senne

(printed name) Notary Public

My Commission Expires:

2/24/02



STATE OF INDIANA §
COUNTY OF CLARK §

Before me, the undersigned authority personally appeared Rebecca Fulkerson, President of The Harbours Condominium Association, Inc., who acknowledged the execution of the above and foregoing Fourth Amendment of the Declaration of The Harbours Horizontal Property Regime for and on behalf of said Association.

Witness my hand this 6th day of July, 2001.

[Signature]
Notary Public in and for the State of Indiana

Susan O'NEAL
(Printed Name) Notary Public

My Commission Expires: 10/02/06

County of Residence: CLARK



This Instrument Prepared By:

Jack G. Wise, Esquire
PORTER & HEDGES, L.L.P.
700 Louisiana, 35th Floor
Houston, Texas 77002

EXHIBIT A

Amendments to Declaration of The Harbours Horizontal Property Regime

First Amendment filed as Instrument No. 200103749 in Miscellaneous Drawer 33 of the Clark County, Indiana Recorder's Office on February 28, 2001.

Second Amendment filed as Instrument filed as Instrument No. 200111626 in the Clark County, Indiana Recorder's Office on June 6, 2001.

Third Amendment filed as Instrument No. 200114254 in the Clark County, Indiana Recorder's Office on July 2, 2001.

EXHIBIT B

Permits for Interior Changes

021949

BUILDING PERMIT

CITY OF JEFFERSONVILLE - BUILDING COMMISSION
DIVISION OF CODE ENFORCEMENT

PERMIT NUMBER: 0021877

ISSUE DATE: 12/12/00
EXPIRATION DATE: 12/12/01

PERMISSION IS HEREBY GIVEN TO:

CONTRACTOR: SELF

AND/OR

OWNER: HARBOURS, THE AT RIVERPOINTE

TO PERFORM THE FOLLOWING WORK:

NATURE OF WORK: EXISTING COMMERCIAL STRUCTURE RENOVATION OF 2 UNITS TO BE
CLASS OF WORK: A/R VALUATION: 30,000

AT THE FOLLOWING LOCATION:

TOWNSHIP/SUBDIVISION: CITY OF JEFFERSONVILLE
PROJECT: RENOVATION OF 1681 SQ FT OF EXISTING COMMERCIAL STRUCTURE
PER PLANS AND APPLICATION ON FILE AND WJG PERMIT CALCULATED
ADDRESS: 640 W. RIVERSIDE DRIVE
UNITS 715 AND 716
JEFFERSONVILLE, IN 47130

POWER LINES ARE DANGEROUS
"LOOK UP AND UNDER"
CALL 1-800-382-5420
UNDERGROUND LOCATE

ZONING: R-2

TO BE USED AS: COMMERCIAL BUILDINGS

PERMIT FOR BUILDING IS APPROVED

Application is hereby made for a permit to erect or alter a structure as described herein or shown in accompanying plans and specifications, which structure is to be located as shown on the accompanying plot plan. The information which follows and the accompanying plans and specifications, with the representations therein contained, are made a part of this application, in reliance on which the building commissioner is requested to issue a building permit. The foregoing does not apply to improvementation permit.

It is understood and agreed by this applicant that any error, misstatement or misrepresentation of material fact or expression of material fact, either with or without intention on the part of this application, such as might, or would, operate to cause a refusal of this application, or any material alteration or change in the accompanying plans, specifications or structure made subsequent to the issuance of a permit in accordance with this application, without the approval of the building commission shall constitute sufficient ground for the revocation of this permit. No active work commenced within sixty (60) days of the above date will cause this permit to null & void. Permit good for 365 days.

PLAN REV. COMMENTS: RENOVATION OF 1681 SQ FT OF EXISTING COMMERCIAL STRUCTURE
PER PLANS AND APPLICATION ON FILE AND WJG PERMIT CALCULATED.

Signature of Applicant

Permit Fee: \$ 100.00

Cash: _____
Check: _____
Money Order: _____

Larry W. Becker
Building Commissioner

021950

APPL FOR C/O PERMIT

CITY OF JEFFERSONVILLE—BUILDING COMMISSION
DIVISION OF CODE ENFORCEMENT

PERMIT NUMBER: 00E1878

ISSUE DATE: 12/12/00
EXPIRATION DATE: 12/12/01

PERMISSION IS HEREBY GIVEN TO:

CONTRACTOR: SELF

AND/OR

OWNER: HARBOURS, THE AT RIVERPOINTE

TO PERFORM THE FOLLOWING WORK:

NATURE OF WORK: EXISTING COMMERCIAL STRUCTURE RENOVATION OF 2 UNITS TO BE
CLASS OF WORK: A/R VALUATION:

AT THE FOLLOWING LOCATION:

TOWNSHIP/SUBDIVISION: CITY OF JEFFERSONVILLE

PROJECT: COF OF RENOVATION OF 1681 SQ FT OF EXISTING COMMERCIAL STRUCTURE PER PLANS AND APPLICATION ON FILE AND WJG

ADDRESS: 640 W. RIVERSIDE DRIVE

UNITS 715 AND 716

JEFFERSONVILLE, IN 47130

ZONING: R-2

TO BE USED AS: COMMERCIAL BUILDINGS

PERMIT FOR APPL FOR C/O IS APPROVED

This application is hereby made for a permit to erect or alter a structure as described herein or shown in accompanying plans and specifications, which structure is to be located as shown on the accompanying plot plan. The information which follows and the accompanying plans and specifications, with the representations therein contained, are made a part of this application, in reliance on which the building commissioner is requested to issue a building permit. The foregoing does not apply to improvementation permit.

I understand and agreed by this applicant that any error, misstatement or misrepresentation of material fact or expression of material fact, either with or without intention on the part of this application, such as might, or would, operate to cause a refusal of this application; or any material alteration or change in the accompanying plans, specifications or structure made subsequent to the issuance of a permit in accordance with this application, without the approval of the building commission shall constitute sufficient ground for the revocation of this permit. No active work commenced within sixty (60) days of the above date will cause this permit to be null & void. Permit good for 365 days.

PLAN REV. COMMENTS: COF OF RENOVATION OF 1681 SQ FT OF EXISTING COMMERCIAL STRUCTURE PER PLANS AND APPLICATION ON FILE AND WJG

Signature of Applicant

Permit Fee: \$ 25.00

Cash:

Check:

Money Order:

Larry W Decker
Building Commissioner

POWER LINES ARE DANGEROUS
"LOOK UP AND LIVE"
CALL 1-800-382-5522 FOR
UNDERGROUND CABLE

