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& Combs
PO Box 649

Shirley Nolot
CLARK COUNTY RECORDER 15P
Clark County Recorder
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C1 Date 02/28/2001 Time 15:26:30

FIRST AMENDMENT

DECLARATION OF THE HARBOURS

HORIZONTAL PROPERTY REGIME

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FIRST AMENDMENT

DECLARATION OF THE HARBOURS

HORIZONTAL PROPERTY REGIME

EXPLANATION OF AMENDMENT

This document is the First Amendment (the “**First 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 (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 First Amendment is to clarify certain provisions of the Declaration and to substitute a new *Exhibit C* described in Section 5(c) of the Declaration reflecting all parking spaces (except for the garages attached to and a part of the Units located on West Riverside Drive and described in Section 4(a) of the Declaration) and a future area reserved for additional parking.

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 First Amendment; and

WHEREAS, Declarant desires to amend the Declaration to clarify certain provisions of the Declaration and to substitute a new Exhibit C to the Declaration.

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

AMENDMENTS

1. Section 5(c) of the Declaration is hereby deleted in its entirety and replaced with the following:

“(c) Parking Spaces. All parking spaces (except for the garages attached to and a part of the Units located on West Riverside Drive and described in Section 4(a) hereof) and a future area reserved for additional parking shall be a Limited Area for the exclusive use of the Declarant or the Owner of the Unit to which it is assigned of record or sold by the Declarant. All parking spaces (except for the garages attached to and a part of the Units located on West Riverside Drive and described in Section 4(a) hereof) shall be used only for parking of automobiles and shall not be used for the parking or storage of recreational vehicles, boats or trailers. All parking spaces (except for the garages attached to and a part of the Units located on West Riverside Drive and described in Section 4(a) hereof) and a future area reserved for additional parking are shown and identified by the number or designation shown on Exhibit C attached hereto. Once a parking space has been assigned or sold by the Declarant, such parking space, being a Limited Area, shall be perpetually appurtenant to the Unit to which it is assigned, except as provided herein for transfers among Owners. Unless otherwise provided in the conveyance document, any conveyance of any Unit shall be deemed to convey also the exclusive use of such parking space(s) assigned or sold thereto. Declarant shall have the right from time to time to designate certain of the parking spaces as being unreserved parking spaces and shall have the right to assign or sell these spaces to the Association for visitor parking spaces. An Owner may assign and transfer his exclusive right to use a parking space which is appurtenant to his Unit but only to either (i) the Association or (ii) another Owner, and such transfer or assignment (from an Owner to the Association or from an Owner to another Owner, as the case may be) may be made for a term or perpetually as such Owners and/or the Association may agree between them. In the event of any such

assignment or transfer, the Owner or Owners involved and/or the Association shall cause an appropriate instrument of assignment to be prepared in recordable form (the “Assignment”), and executed by such Owners and/or the Association, which instrument shall be joined in by the President of the Association (whether or not the Association is the assignee of such parking space(s)). Such instrument of assignment does not need to be approved by any of the other Owners. Such instrument of assignment shall recite the term of any assignment or transfer between the Owners and/or the Association and shall designate the parking space(s), the exclusive use of which was assigned or transferred. The Assignment shall identify the Unit numbers of both the assignor and assignee, and shall identify by date and recording information (Drawer and Instrument No.) the deed or instrument, by which the assignor received his or her interest in the parking space(s). The Assignment shall be recorded in the Office of the Recorder of Clark County, Indiana. With respect to any parking space so transferred or assigned by any Owner to the Association, the Association shall have the right to assign, use or lease such parking space on such terms and conditions as the Board of Directors may, from time to time, determine as set forth in written rules and regulations therefor.”

2. Exhibit C described in Section 5(c) of the Declaration is hereby deleted in its entirety and replaced with the Exhibit C attached hereto.

3. Section 11A(a) of the Declaration is hereby deleted in its entirety and replaced with the following:

“(a) All Units shall be used exclusively for residential purposes, and no lease shall demise any Unit except in accordance with the provisions of Section 11.B below; provided, however, Unit 616TH may be used in accordance with that certain Lease Agreement dated June 1, 1995 by and between Ohio Riverside Development Corporation and Riverpointe Townhome Development Company, as Lessor, and Bellsouth Mobility, Inc. and/or its assigns (“**Bellsouth**”), as Tenant, and any amendments thereto (the “**Bellsouth Lease**”) until the Bellsouth Lease terminates or until Unit 616TH is vacated by Bellsouth, at which time Unit 616TH shall revert to being used exclusively for residential purposes pursuant to this Section 11 of the Declaration. Nothing contained herein shall restrict the use of any

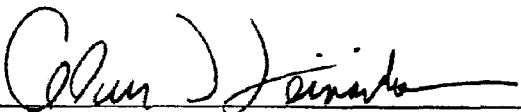
Unit or any other Property by Declarant during construction and sales periods for unit "models", sales and management offices."

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

IN WITNESS WHEREOF, the undersigned has caused this First Amendment to be executed this 26 day of FEBRUARY, 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

Attached Exhibit

Exhibit C

STATE OF TEXAS

§
§
§

SS:

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 First Amendment of the Declaration of The Harbours Horizontal Property Regime for and on behalf of said limited partnership.

Witness my hand this 26 day of February, 2001.

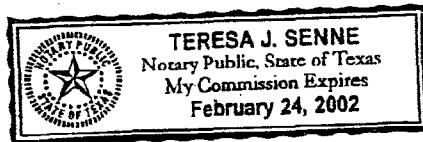
Teresa J. Senne

Notary Public in and for the State of Texas

Teresa J. Senne
(printed name) Notary Public

My Commission Expires:

2/24/02



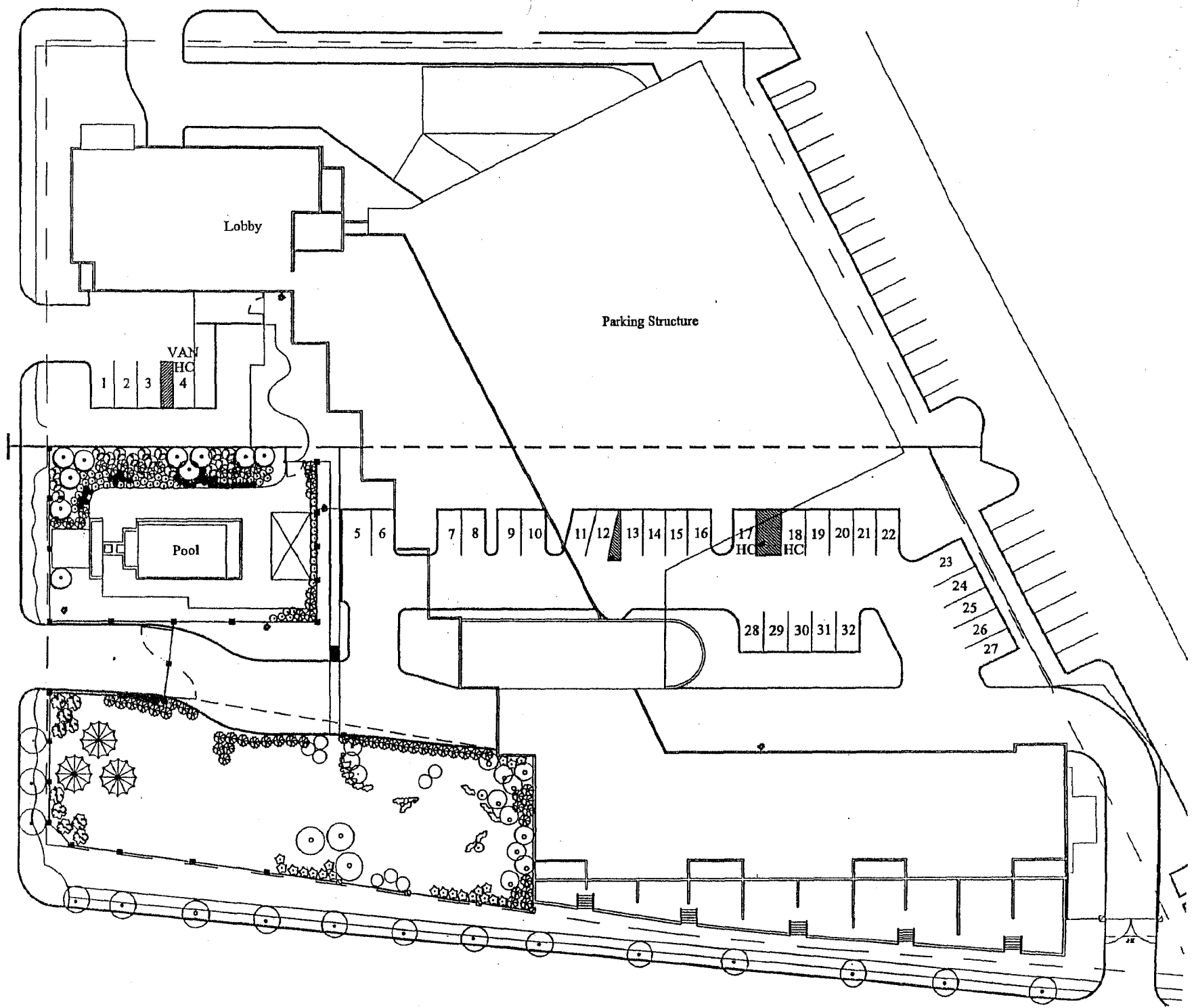
This Instrument Prepared By:

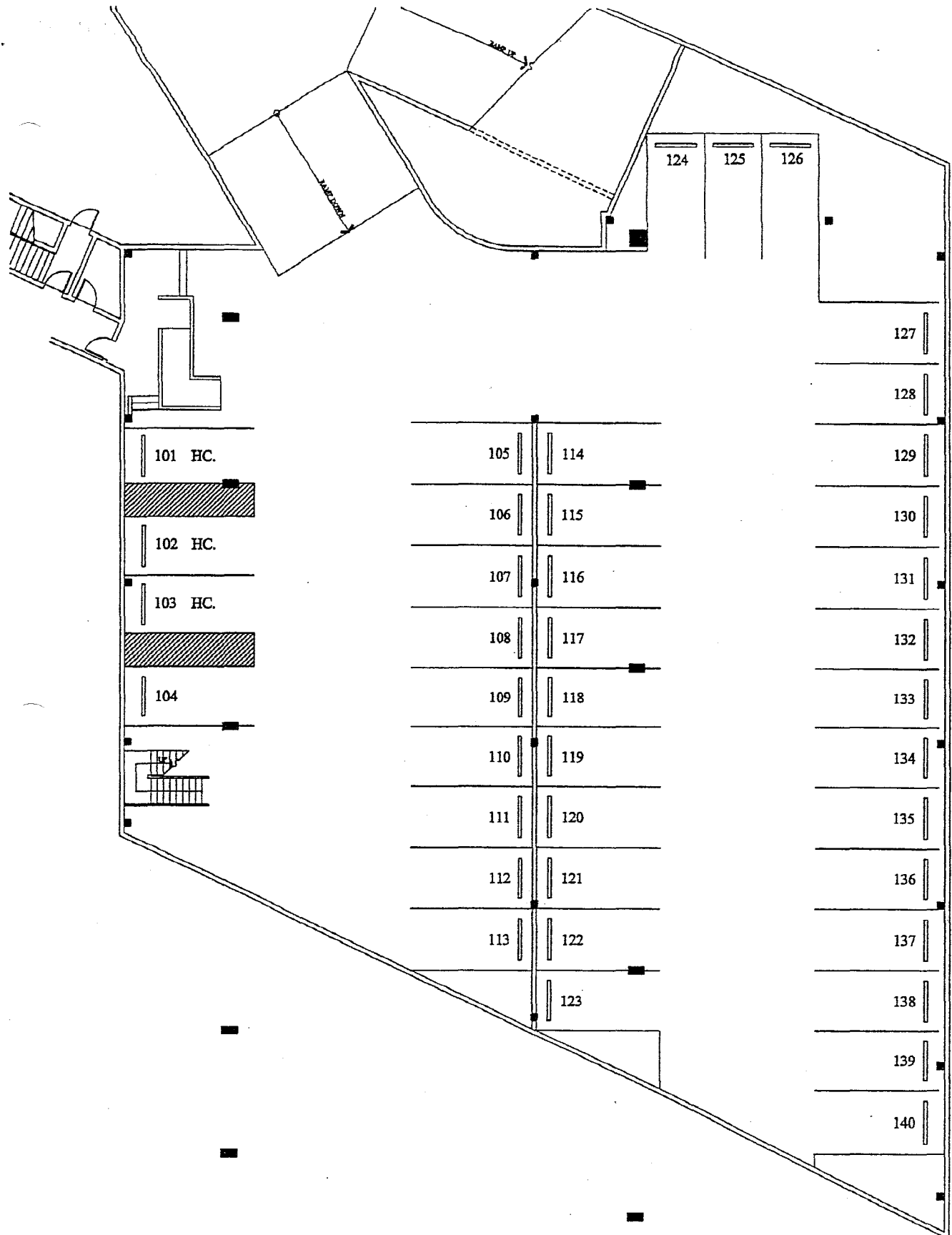
Jack G. Wise, Esquire
PORTER & HEDGES, L.L.P.
700 Louisiana, 35th Floor
Houston, Texas 77002

EXHIBIT C

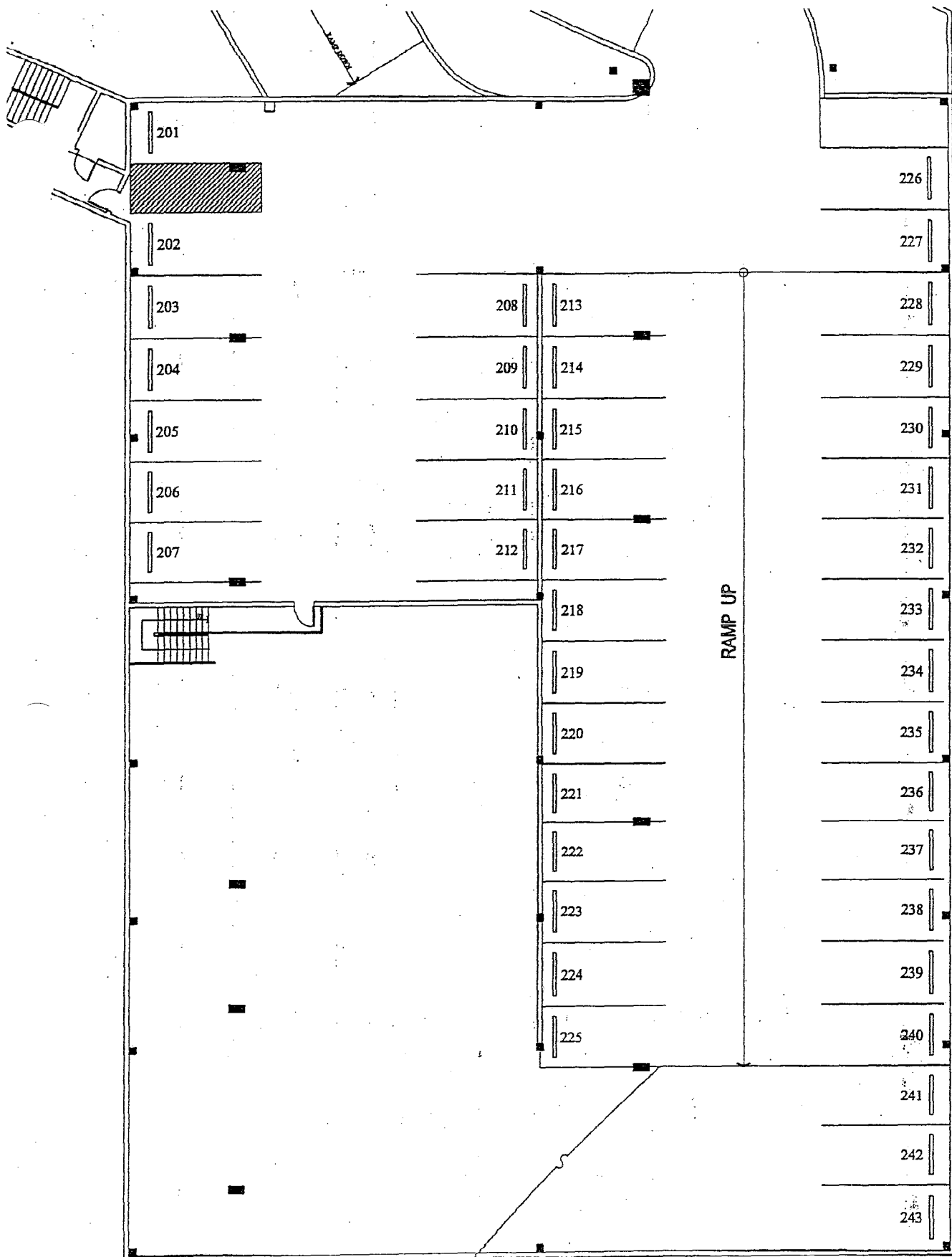
Parking Plan

Jeffersonville
Indiana
SURFACE PARKING
THE HARBOURS

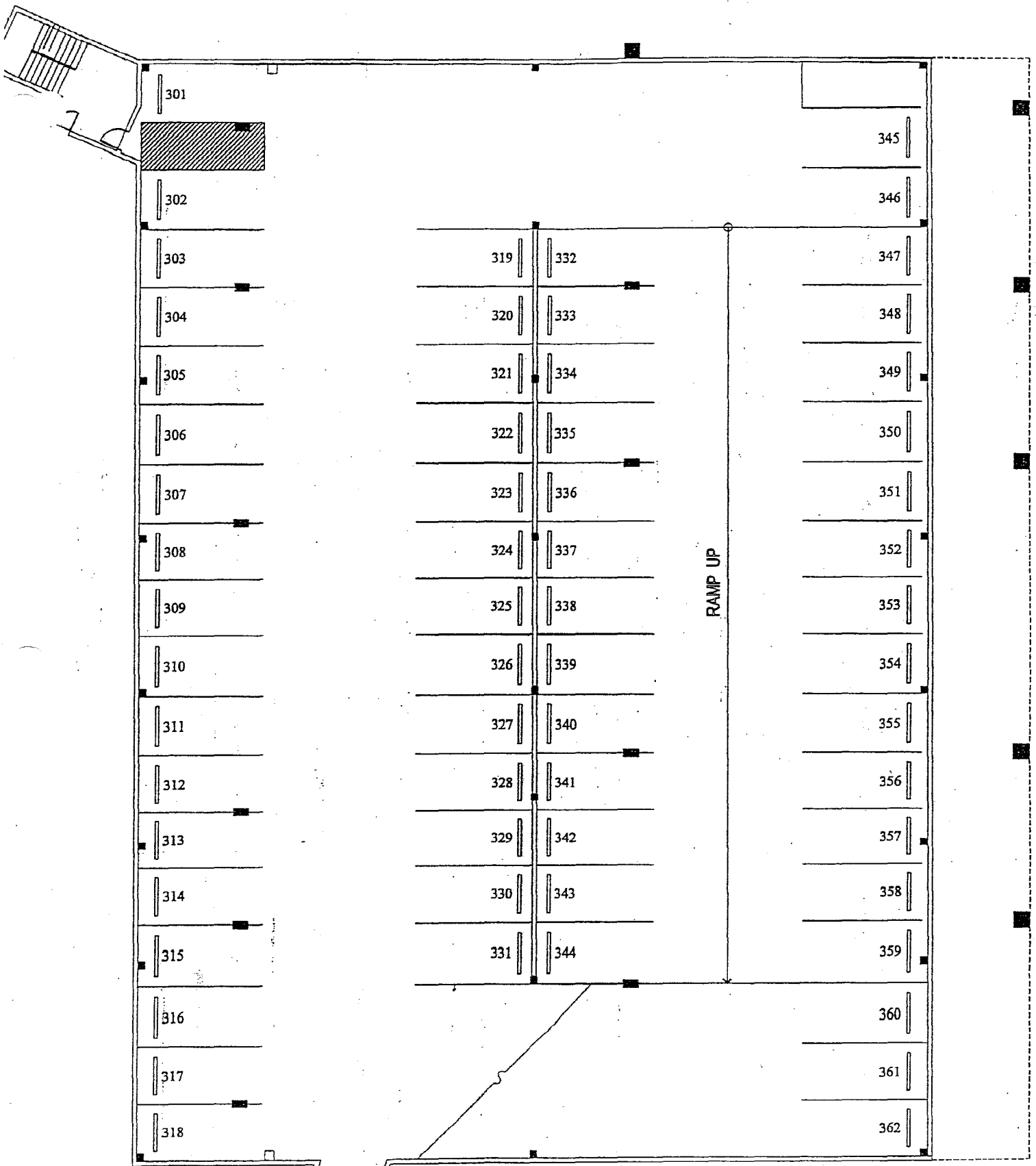




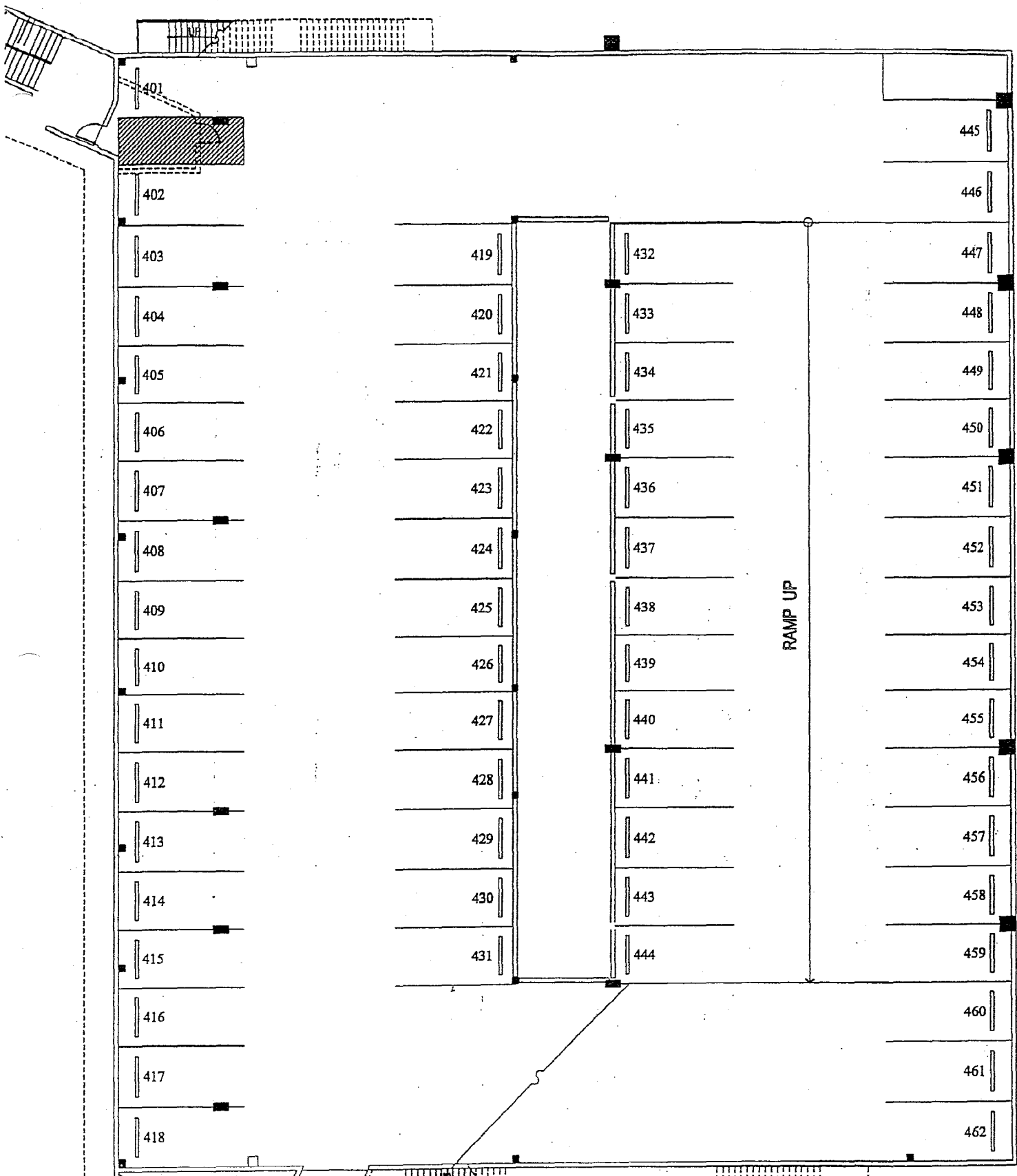
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THE HARBOURS
 Jeffersonville Indiana



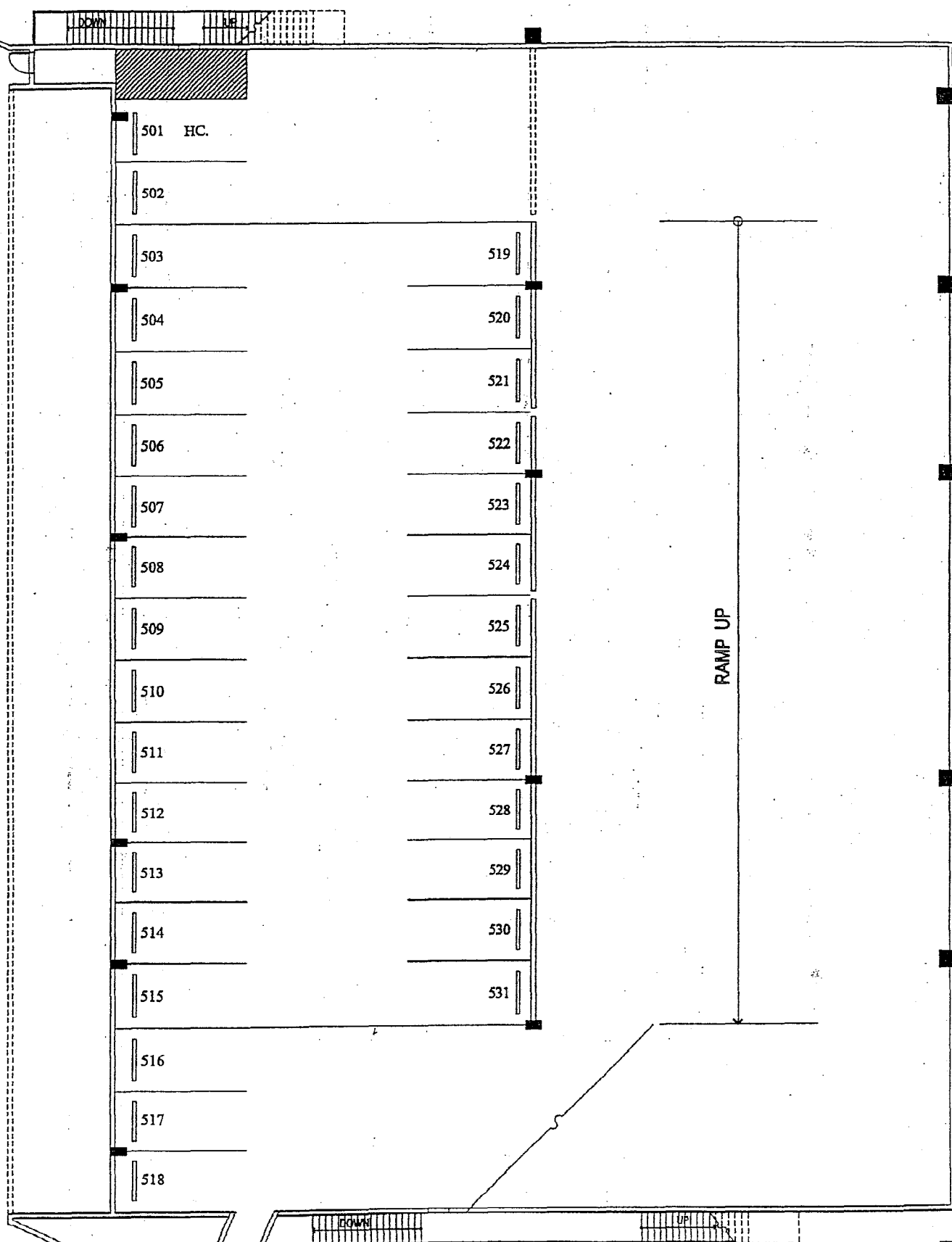
SECOND FLOOR PLAN @ GARAGE
THE HARBOURS
 Jeffersonville Indiana



THIRD FLOOR PLAN @ GARAGE
 THE HARBOURS
 Jeffersonville Indiana



FOURTH FLOOR PLAN @ GARAGE
THE HARBOURS
 Jeffersonville Indiana



FIFTH FLOOR PLAN @ GARAGE
THE HARBOURS
Jeffersonville Indiana

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DOWN

DOWN

SIXTH FLOOR PLAN @ GARAGE
THE HARBOURS
Jeffersonville Indiana

