

80 53523

DECLARATION OF HORIZONTAL

PROPERTY OWNERSHIP

FOR

LAKES AT THE CROSSING

HORIZONTAL PROPERTY REGIME

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDING DIVISION CO.
SEP 2 11 04 AM '80

80 53523

DECLARATION OF HORIZONTAL
PROPERTY REGIME

Lakes at the Crossing
Horizontal Property Regime

TABLE OF CONTENTS

	<u>Page</u>
1. Definitions	1
2. Declaration	5
3. Description of Buildings	5
4. Legal Description and Percentage Interest	5
5. Description of Condominium Units	5
6. Common Area and Facilities	7
7. Limited Areas and Facilities	7
8. Ownership of Common Areas and Percentage Interest	8
9. Encroachments and Easements for Common Areas	9
10. Real Estate Taxes	9
11. Utilities	9
12. Association of Owners	10
13. Maintenance, Repairs and Replacements	11
14. Alterations, Additions and Improvements	11
15. Insurance	12
16. Casualty and Restoration	16
17. Covenants and Restrictions	21
18. Amendment of Declaration	23
19. Acceptance and Ratification	24
20. Negligence	25
21. Expandable Condominium and Declarant's Reserved Rights	25

	<u>Page</u>
22. Granting of Easements	30
23. Reservation of Rights to the Use of the Common Areas	31
24. Easement for Utilities and Public and Quasi Public Vehicles	32
25. Initial Management	32
26. Costs and Attorneys' Fees	33
27. Waiver	33
28. Severability Clause	34
29. Enforcement	34
30. Pronouns	34
31. Floor Plans	34
Exhibit "A"	Real estate comprising all of the potential development
Exhibit "B"	Real estate comprising Phase I
Exhibit "C"	Percentage Interest in Common Areas

DECLARATION OF HORIZONTAL
PROPERTY OWNERSHIP

Lakes at the Crossing
Horizontal Property Regime

This Declaration, made this 29th day of August, 1980, by KEYSTONE LAKES ASSOCIATES, an Indiana partnership (the "Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to certain real estate, located in Marion County, Indiana, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Real Estate.")

B. Declarant is the sole owner of the fee simple title to that portion of the Real Estate more particularly described in Exhibit "B" attached hereto and made a part hereof (hereinafter referred to as the "Tract" or "Phase I").

C. Declarant, by execution of this Declaration, hereby creates a Horizontal Property Regime upon the Tract, subject to the provisions of the Horizontal Property Law of the State of Indiana and the terms and conditions of this Declaration.

NOW, THEREFORE, Declarant hereby makes this Declaration as follows:

1. Definitions. The following terms, as used in this Declaration, unless the context clearly requires otherwise, shall mean the following:

(a) "Act" means the Horizontal Property Law of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.

(b) "Lakes at the Crossing" means the name by which the Property and Horizontal Property Regime shall be known.

(c) "Tract" means the real estate described in paragraph B of the recitals above and such other portions of the Real Estate which have, as of any given time, been subjected to the Act and this Declaration either by this Declaration or a supplemental declaration as herein provided.

(d) "Property" means the Tract and appurtenant easements, the Condominium Units, the Buildings, garages, improvements, and property of every kind and nature whatsoever, real, personal or mixed, located upon the Tract and used in connection with the operation, use and enjoyment of Lakes at the Crossing but does not include the personal property of the Owners.

(e) "Condominium Unit" means each one of the living units constituting Lakes at the Crossing, each individual living unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration, and each additional living unit which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided. "Condominium Unit" includes the undivided interest in the Common Areas and Limited Areas appertaining to such unit.

(f) "Association" means The Crossing Homeowners Association, Inc., an Indiana not-for-profit corporation, being the association of Co-owners of Lakes at the Crossing, more particularly described in paragraph 12 hereof.

(g) "Board of Managers" means the governing body of the Association, being the initial Board of Managers referred to in the By-Laws or subsequent Board of Managers elected by the Co-owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act or in the organizing documents of the Corporation.

(h) "Building" means any structure on the Tract in which one or more Condominium Units are located. The Buildings are more particularly described and identified on the Plans and in paragraph 3 of this Declaration. "Building" also includes any additional structure containing one or more Condominium Units which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided, and will be identified in supplemental declarations and on plans that will be filed therewith.

(i) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property and restrictions on its use as required by and in conformity with the provisions of the Act. A true copy of the By-Laws is attached to this Declaration and incorporated herein by reference.

(j) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.

(k) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration or those parts of the Common Areas limited to the use of certain Condominium Units.

(l) "Common Expenses" means expenses of administration of the Association and expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas (to the extent provided herein) and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.

(m) "Co-owners" means the Owners of all the Condominium Units.

(n) "Mortgagee" means the holder of a first mortgage lien on a Condominium Unit.

(o) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns the fee simple title to a Condominium Unit.

(p) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appertaining to each Condominium Unit as specifically expressed in paragraphs 4 and 8 of this Declaration.

(q) "Percentage Vote" means that percentage of the total vote accruing to all of the Condominium Units which is appurtenant to each particular Condominium Unit and accrues to the Owner thereof. The Percentage Vote to which each Owner shall be entitled on any matter upon which the Co-owners are entitled to vote shall be the same percentage as the Percentage Interest appurtenant to such Owner's Condominium Unit.

(r) "Plans" means the floor and building plans and elevations of the Buildings and Condominium Units prepared by Hutchcraft & Associates, Inc., certified by Clinton E. Hutchcraft, a registered architect, under date of July 30, 1980, and a site plan of the Tract and Buildings prepared by Mid-States Engineering Co., Inc., certified by Sol C. Miller, a registered professional engineer, under date of July 30, 1980, all of which are incorporated herein by reference.

(s) "Declarant" shall mean and refer to Keystone Lakes Associates, an Indiana partnership, and any successors and assigns of it whom it designates in one or more written recorded instruments to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Property pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

(t) "Phase I" means the real estate described in paragraph B of the recitals above.

2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime in accordance with the provisions of the Act.

3. Description of Buildings. There are two (2) Buildings containing eight (8) Condominium Units on the Tract as of the date hereof, as shown on the Plans. The Buildings are identified and referred to in the Plans and in the Declaration as Buildings 20 and 21.

4. Legal Description and Percentage Interest. Each Condominium Unit is identified on the Plans by a Unit number and Building number. The legal description for each Condominium Unit shall consist of the Unit number and Building number as shown on the Plans, and shall be stated as "Unit ____ in Building ____ in Lakes at the Crossing Horizontal Property Regime". The Percentage Interest of each Owner in the Common Areas and Limited Areas as hereinafter defined shall be that percentage interest included in each Condominium Unit as set forth on Exhibit "C" attached hereto and hereby made a part hereof.

5. Description of Condominium Units.

(a) Appurtenances. Each Condominium Unit shall consist of all space within the boundaries thereof, as hereinafter defined, and all portions of the Building situated within such boundaries, including but not limited to all fixtures, facilities, utilities, equipment, appliances, and structural components designed and intended solely and exclusively for the enjoyment, use and benefit of the Condominium Unit wherein the same are located or to which they are attached, but excluding therefrom that designed or intended for the use, benefit, support, safety or enjoyment of any other Condominium Unit or which may be necessary for the safety, support, maintenance, use, and

80 53523

operation of any of the Buildings or which are normally designed for common use; provided however, that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Condominium Unit shall constitute a part of such Condominium Unit, whether or not the same are located within or partly within the boundaries of such Condominium Unit. The space within the basement, if any, under any Condominium Unit is considered a part of and for the exclusive use of such Condominium Unit. The space within the garage connected to each of the Condominium Units is considered a part of and for the exclusive use of the Condominium Unit to which it is connected. Also, the interior sides and surfaces of all doors and windows in the perimeter walls of a Condominium Unit, whether or not located within or partly within the boundaries of a Condominium Unit, and all interior walls and all of the floors and ceilings within the boundaries of a Condominium Unit, are considered part of the Condominium Unit.

(b) Boundaries. The boundaries of each Condominium Unit shall be as shown on the Plans without regard to the existing construction measured between the interior unfinished surface of the floors, roofs and perimeter walls of each Condominium Unit. In the event any horizontal or vertical or other boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or roof surface of the Condominium Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Condominium Unit shall be deemed to be and treated for purposes of ownership, occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent appurtenant easements for exclusive use shall exist in favor of

80 53523

the Owner of each Condominium Unit in and to such space lying outside of the actual boundary lines of the Condominium Unit, but within the appropriate wall, floor or roof surfaces of the Condominium Unit.

6. Common Area and Facilities. "Common Areas" means (1) the Tract, (2) the foundations, columns, girders, beams, supports and exterior surfaces of roofs of the Buildings, (3) the yards, gardens, sidewalks and parking areas, (4) central electricity, gas, water, air conditioning and sanitary sewer mains serving the Buildings, if any, (5) exterior lighting fixtures and electrical service lighting the exterior of the Buildings unless separately metered to a particular Condominium Unit, (6) pipes, ducts, electrical wiring and conduits and public utilities lines which serve more than one Condominium Unit, (7) all streets that are not dedicated, (8) floors, roofs and exterior perimeter walls of the Buildings, and (9) all facilities and appurtenances located outside of the boundary lines of the Condominium Units.

7. Limited Areas and Facilities. Limited Areas and those Condominium Units to which use thereof is limited are as follows:

(a) The halls, corridors, lobbies, stairs, stairways, entrances and exits of each Building, if any, (except those located within the interior of Condominium Units) shall be limited to the use of the Condominium Units of such Building.

(b) Balconies, patios and porches, together with an area, if any, around such patio or porch specifically shown and designated on the Plans and any fences and gates therein enclosing or surrounding the same, and the driveways and sidewalks serving a particular Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they are attached or appertain; provided, however, that any Owner of a Condominium

Unit desiring to fence in such area around his patio or porch so designated on the Plans shall first obtain the written approval as to the location, size, style, material, design, color and architecture of said fence from the Board of Managers, and provided further, that the Owner to whose Condominium Unit said fence is or is to be attached shall construct and maintain the fence and any gates therein and maintain the area enclosed by the fence all at his own expense.

(c) The exterior sides and surfaces of doors, windows and frames surrounding the same in the perimeter walls in each Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they appertain.

(d) Any other areas designated and shown on the Plans as Limited Areas shall be limited to the Condominium Unit or Condominium Units to which they appertain as shown on the Plans.

8. Ownership of Common Areas and Percentage Interest.

Each Owner shall have an undivided interest in the Common Areas and Limited Areas, as tenants in common with all other Owners, equal to his Condominium Unit's Percentage Interest. The Percentage Interest in the Common Areas and Limited Areas appertaining to each Condominium Unit is set forth in Paragraph 4 of this Declaration. The Percentage Interest of each Condominium Unit shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units which, from time to time, have been submitted and subjected to the Act and this Declaration as herein provided and which constitute a part of Lakes at the Crossing. Except as otherwise provided or permitted herein, the Percentage Interest appertaining to each separate Condominium Unit in the Common Areas and Limited Areas shall be of a permanent nature

and shall not be altered without the unanimous consent of all the Owners and Mortgagees and then only if in compliance with all requirements of the Act.

The Percentage Interest appertaining to each Condominium Unit shall also be the Percentage Vote allocable to the Owner thereof in all matters with respect to Lakes at the Crossing and the Association upon which the Co-owners are entitled to vote.

9. Encroachments and Easements for Common Areas. If, by reason of the location, construction, settling or shifting of a Building, any Common Area or Limited Area now encroaches or shall hereafter encroach upon any Condominium Unit, then in such event, an easement shall be deemed to exist and run to the Co-owners and the Association for the maintenance, use and enjoyment of such Common Area or Limited Area.

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Condominium Units and serving his Condominium Unit.

10. Real Estate Taxes. Real estate taxes are to be separately assessed and taxed to each Condominium Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Condominium Unit, but are assessed and taxed on the Property (or the Property and any other portions of the Real Estate) as a whole, then each Owner shall pay his proportionate share of such taxes to the extent attributable to the Property in accordance with his respective Percentage Interest.

11. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the

Common Expenses, unless otherwise agreed by a majority of the Percentage Vote of Co-owners.

12. Association of Owners. Subject to the rights of Declarant reserved in paragraph 25 hereof and obligations of the Owners, the maintenance, repair, upkeep, replacement, administration, management and operation of the Property shall be by The Crossing Homeowners Association, Inc. Each Owner of a Condominium Unit shall, automatically upon becoming an owner of a Condominium Unit, be and become a member of the Association and shall remain a member until such time as his ownership ceases, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner.

The Association shall elect a Board of Managers annually (except for an Initial Board of Managers defined in the By-Laws) in accordance with and as prescribed by the By-Laws. Each Owner shall be entitled to cast his Percentage Vote for the election of the Board of Managers, except for such Initial Board of Managers who shall serve for the period provided in the By-Laws. Each person serving on the Initial Board of Managers, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member of the Association and an Owner solely for the purpose of qualifying to act as a member of the Board of Managers and for no other purpose. No such person serving on the Initial Board of Managers shall be deemed or considered a member of the Association nor an Owner of a Condominium Unit for any other purpose (unless he is actually an Owner of a Condominium Unit and thereby a member of the Association).

The Board of Managers shall be the governing body of the Association, representing all of the Owners in providing for the management, administration, operation, maintenance, repair, replacement and upkeep of the Property exclusive of the

Condominium Units. Subject to the provisions of paragraph 25 of the Declaration and Section 3.07(a) of the By-Laws, the Board of Managers shall at all times provide for professional management of the Lakes at the Crossing unless all Mortgagees give their prior written approval for self-management.

13. Maintenance, Repairs and Replacements. Each Owner shall, at his expense, be responsible for the maintenance, repairs, decoration and replacement within his own Condominium Unit and as provided in the By-Laws within Limited Areas reserved for his use. Each Owner shall repair any defect occurring in his Condominium Unit which, if not repaired, might adversely affect any Condominium Unit, Common Area or Limited Area. Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Areas shall be furnished by the Association as part of the Common Expenses, except as otherwise provided herein or in the By-Laws.

The Board of Managers shall adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, and may amend and modify the same from time to time as it deems advisable, necessary or appropriate.

The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required), to enter into each individual Condominium Unit for the purpose of inspection of the Common Areas and Limited Areas appurtenant thereto and replacement, repair and maintenance of such Common Areas and Limited Areas.

14. Alterations, Additions and Improvements. No Owner shall make any alterations or additions to or which would affect the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any

alteration in or to his respective Condominium Unit and within the boundaries thereof which would affect the safety or structural integrity of the Building in which the Condominium Unit is located nor shall any Owner change the color of any of the Common Areas or Limited Area without the prior written approval of the Board of Managers. Declarant reserves the right to change the interior design and arrangement of all Condominium Units and alter the boundaries between Condominium Units so long as Declarant owns the Condominium Units so altered. No such change shall increase the number of Condominium Units nor change the Percentage Interest applicable to such Condominium Unit. If Declarant shall make any changes in the Condominium Units so authorized, such changes shall be reflected by a supplement to the Plans and such supplement to the Plans need not be approved by the Association or any other Owners. Declarant also reserves the right to screen porches without the approval of the Association or any Owners. Owner may also screen a porch provided Owner shall first obtain written approval of the material, color and design from the Board of Managers, and provided further that such Owner shall (even though a porch is a Limited Area as defined in Paragraph 7) maintain such screened porch with the maintenance to be in such manner as the Board of Managers deems appropriate and the color of such porch to be the same as the Condominium Unit to which it appertains.

15. Insurance. The Co-owners, through the Association, shall purchase a master casualty insurance policy affording fire and extended coverage insurance insuring the Property in an amount equal to the full replacement value of the improvements which, in whole or in part, comprise the Common Areas. If the Board of Managers can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Managers shall be responsible for reviewing at

least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board of Managers, the Board of Managers may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each Owner upon the following terms and conditions:

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Managers, who shall act as the insurance trustees and hold such proceeds for the benefit of the individual Owners and Mortgagees. The proceeds shall be used or disbursed by the Association or Board of Managers, as appropriate, only in accordance with the provisions of this Declaration and any surety bond or bonds obtained by the Board of Managers concerning the officers of the Association, as provided in the By-Laws, shall specifically include protection for any insurance proceeds so received.

The interest of each damaged Owner in the trust fund of insurance proceeds shall be the ratio of the direct damage of each damaged Owner to the damages of all Owners directly damaged by any event insured under the said master casualty insurance policy.

No Owner or any other party shall have priority over any rights of a Mortgagee pursuant to its mortgage in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Unit and/or Common Areas.

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Managers, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and (c) contains an endorsement that such policy shall not be terminated for nonpayment of premiums without at least ten (10) days prior written notice to Mortgagees and providing further, if the Board of Managers is able to obtain such insurance upon reasonable terms, (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 16 of this Declaration.

The Co-owners, through the Association, shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Managers shall deem appropriate from time to time. Such comprehensive public liability insurance policy shall cover the Association, the Board of Managers, any committee or organ of the Association or Board of Managers, any managing agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to Lakes at the Crossing, all Owners of Condominium Units and all other persons entitled to occupy any Condominium Unit or other portions of Lakes at the Crossing.

The Co-owners, through the Association, shall also obtain any other insurance required by law to be maintained, including

but not limited to workmen's compensation insurance, and such other insurance as the Board of Managers shall from time to time deem necessary, advisable or appropriate. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the Association, the Board of Managers and any managing agent acting on behalf of the Association.

The premiums for all such insurance hereinabove described shall be paid by the Association as part of the Common Expenses.

When any such policy of insurance hereinabove described has been obtained by or on behalf of the Association, written notice of the obtainment thereof and of any subsequent changes therein or termination thereof shall be promptly furnished to each Owner or Mortgagee whose interest may be affected thereby, which notice shall be furnished by the officer of the Association who is required to send notices of meetings of the Association.

In no event shall any distribution of proceeds be made by the Board of Managers directly to an Owner where there is a mortgagee endorsement on the certificate of insurance. In such event any remittances shall be to the Owner and his Mortgagee jointly.

Each Owner shall be solely responsible for loss or damage to the contents of his Condominium Unit however caused (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Property, and the Association shall have no liability to the Owner for loss or damage to the contents of any Condominium Unit. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk. Each owner shall have the right to purchase such additional insurance at his own expense as he

may deem necessary, including but not limited to: (1) personal liability insurance provided all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions for the master casualty insurance policy to be obtained by the Association and (2) casualty insurance upon his Condominium Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to proration of insurance purchased by an Owner under this paragraph, the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided.

16. Casualty and Restoration.

(a) Except as hereinafter provided, damage to or destruction of any Building due to fire or any other casualty or disaster shall be promptly repaired and reconstructed by the Association and the proceeds of insurance, if any, shall be applied for that purpose; provided, however, that repair and reconstruction shall not be compulsory in the event of "complete destruction of all of the Buildings" (hereinafter defined) and shall only be done in accordance with the provisions hereinafter set forth. As used herein, the term "complete destruction of all of the Buildings" means a determination, made by a vote of two-thirds (2/3) of all Co-owners at a special meeting of the Association called for the purpose of making such determination, that total destruction of all of the Buildings has occurred. A special meeting of the Association shall be called and held within thirty (30) days after any fire or any other casualty or disaster damaging or destroying any of the Buildings for the

purpose of making the determination of whether or not there has been a complete destruction of all of the Buildings. If such a special meeting is not called and held within such thirty (30) day period, or if the determination of whether or not there has been a complete destruction of all the Buildings has not been made within such thirty (30) day period, then it shall be conclusively presumed that the Co-owners determined that there was not a complete destruction of all of the Buildings, and the Association shall proceed with repair and reconstruction as herein provided.

In the event of substantial damage to or destruction of any Condominium Unit or any part of the Common Areas, the affected Mortgagee or Mortgagees shall be given timely written notice of such damage or destruction.

(b) If the insurance proceeds, if any, received by the Association as a result of any such fire or any other casualty or disaster are not adequate to cover the cost of repair and reconstruction, or in the event there are no insurance proceeds, and if the Property is not to be removed from the horizontal property regime, the cost for restoring the damage and repairing and reconstructing the Building or Buildings so damaged or destroyed (or the costs thereof in excess of insurance proceeds received, if any) shall be paid by all of the Owners of Condominium Units so damaged or destroyed in proportion to the ratio that the Percentage Interest of each Condominium Unit bears to the total Percentage Interest of all Condominium Units so damaged or destroyed. Any such amounts payable by the Co-owners shall be assessed as part of the Common Expenses and shall constitute a lien from the time of assessment as provided herein in the Act.

(c) For purposes of subparagraphs (a) and (b) above, repair, reconstruction and restoration shall mean

construction or rebuilding of the Condominium Units to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

(d) If, under subparagraph (a) above, it is determined by the Co-owners at the special meeting of the Association referred to therein that there has been a complete destruction of all of the Buildings, the Co-owners shall, at said same special meeting, vote to determine whether or not such complete destruction of the Buildings shall be repaired and reconstructed. The Buildings shall not be reconstructed or repaired if it is the determination of the Co-owners at said special meeting that there has been a complete destruction of all of the Buildings unless by a vote of two-thirds (2/3) of all of the Co-owners a decision is made to rebuild, reconstruct and repair the Buildings. If two-thirds (2/3) of all of the Co-owners vote and decide that the Buildings are to be rebuilt, reconstructed and repaired, the insurance proceeds, if any, received by the Association shall be applied and any excess of construction costs over insurance proceeds, if any, received by the Association shall be contributed and paid as hereinabove provided in subparagraphs (a) and (b).

(e) If, in any case of the complete destruction of all of the Buildings, less than two-thirds (2/3) of all of the Co-owners vote in favor of the rebuilding, reconstruction and repair of the Buildings, the Buildings shall not be rebuilt, reconstructed or repaired and, in such event, the Property shall be deemed and considered as to be removed from the provisions of the Act under Section 28 of the Act and, in accordance with Section 21 of the Act;

(1) the Property shall be deemed to be owned in common by the Condominium Unit Owners;

(ii) the undivided interest in the Property owned in common which shall appertain to each Condominium Unit Owner shall be the percentage of undivided interest previously owned by such Owner in the Common Areas;

(iii) any liens affecting any of the Condominium Units shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the Condominium Unit Owner in the Property; and

(iv) the Property shall be subject to an action for partition at the suit of any Condominium Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, if any, shall be considered as one (1) fund and shall be divided among all the Condominium Unit Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Property, after first paying out of the respective shares of the Condominium Unit Owners, to the extent sufficient for the purpose, all liens on the undivided interest in the Property owned by each Condominium Unit Owner.

(f) Immediately after a fire or other casualty or disaster causing damage to any property for which the Board of Managers or Association has the responsibility of maintenance and repair, the Board of Managers shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Managers desires.

(g) The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Managers from collections of assessments against Owners on account of such casualty, shall constitute a construction fund

80 53523

which shall be disbursed, if the Building or Buildings are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:

(i) If the amount of the estimated cost of reconstruction and repair is less than Twenty Thousand Dollars (\$20,000.000), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Managers; provided, however, that upon request of a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided in the following paragraph (ii).

(ii) If the estimated cost of reconstruction and repair of the Building or other improvement is more than Twenty Thousand Dollars (\$20,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Managers to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the value of the services and materials furnished; (2) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (3) that the costs as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

(iii) Encroachments upon or in favor of Condominium Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the Buildings were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Buildings stand.

(iv) In the event that there is any surplus of monies in the construction fund after the reconstruction or repair of the damage has been fully completed and all costs paid, such sums may be retained by the Board of Managers as reserve or may be used in the maintenance and operation of the Common Areas, or, in the discretion of the Board of Managers it may be distributed to the Owners in the Buildings affected and their Mortgagees who are the beneficial owners of the fund. The action of the Board of Managers in proceeding to repair or reconstruct damage shall not constitute a waiver of any rights against another Owner for committing willful or malicious damage.

(h) If any Condominium Unit or portion thereof or any of the Common Areas is made the subject of a condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the affected Mortgagee or Mortgagees shall be given timely written notice of such proceeding or proposed acquisition.

17. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Condominium Units and the Common Areas and Limited Areas are set forth in the By-Laws, including the limitation that each of the Condominium Units shall be limited to residential use. These

covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

Notwithstanding anything to the contrary contained herein or in the By-Laws, including but not limited to any covenants and restrictions set forth in the By-Laws, Declarant shall have, until the date described in Paragraph 21 hereof as the date upon which Declarant's right to expand the Property and Lakes at the Crossing terminates, the right to use and maintain any Condominium Units owned by Declarant, such other portions of the Property (other than individual Condominium Units owned by persons other than Declarant) and any portions of the Real Estate not then part of the Property, all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction and sale of Condominium Units, or to promote or effect sales of Condominium Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model condominium Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any of such facilities so used or maintained by Declarant be or become part of the Common Areas, unless so designated by Declarant,

and Declarant shall have the right to remove the same from the Property at any time.

18. Amendment of Declaration. Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

(a) Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is considered.

(b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or Owners having the aggregate at least a majority of the Percentage Vote.

(c) Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly called and held in accordance with the provisions of the By-Laws.

(d) Adoption. Any proposed amendment to this Declaration must be approved by a vote of not less than seventy-five percent (75%) in the aggregate of the Percentage Vote. In the event any Condominium Unit is subject to a first mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-Laws.

(e) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the Percentage Interest with respect to any Condominium Unit or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred percent (100%) of the Co-owners and all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws except for changes pursuant to paragraph 21 herein, or (2) the provisions of paragraph 16 of this Declaration with

respect to reconstruction or repair in the event of fire or any other casualty or disaster, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws.

(f) Recording. Each amendment to the Declaration shall be executed by the President and Secretary of the Association and shall be recorded in the office of the Recorder of Marion County, Indiana, and such amendment shall not become effective until so recorded.

(g) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Co-owners, the Association, the Board of Managers, any Mortgagees or any other person to amend or supplement this Declaration from time to time if (i) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, or (ii) such amendment or supplement is made to implement expansion of the Property and Lakes at the Crossing pursuant to Declarant's reserved rights to expand the same as set forth in paragraph 21 hereof, or (iii) such amendment is necessary to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing & Urban Development, the Federal Housing Association, the Veteran's Administration or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities.

19. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants and occupants of the Condominium Units shall be subject to and shall comply with the provisions

of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Managers as each may be amended or supplemented from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement that the provisions of this Declaration, the Act, the By-Laws and rules and regulations as each may be amended or supplemented from time to time are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at anytime any interest or estate in a Condominium Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Condominium Unit or Condominium Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the rules and regulations applicable thereto as each may be amended or supplemented from time to time.

20. Negligence. Each Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy or abandonment of his Condominium Unit or its appurtenances or of the Common Areas or Limited Areas.

21. Expandable Condominium and Declarant's Reserved Rights. Lakes at the Crossing is and shall be an "expandable condominium", as defined in the Act, and Declarant expressly reserves the right and option to expand the Property and Lakes

at the Crossing in accordance with the provisions of the Act and the following provisions:

(a) The real estate described and defined herein as the Tract (in paragraph B of the introductory recitals of this Declaration) is the real estate being subjected to the Lakes at the Crossing Horizontal Property Regime by this Declaration and constitutes the first phase of the general plan of development of the Real Estate. The balance of the Real Estate is the area into which expansion of Lakes at the Crossing may be made by Declarant. The maximum number of Condominium Units which may be developed on the Real Estate, including Condominium Units on the Tract as defined in this original Declaration, shall be one hundred thirty (130). Subject to said limit as to the maximum number of Condominium Units to be developed on the Real Estate, Lakes at the Crossing may be expanded by Declarant to include additional portions of the Real Estate in one (1) or more additional phases by the execution and recording of one (1) or more amendments or supplements to this Declaration; provided, however, that no single exercise of such right and option of expansion as to any part or parts of the Real Estate shall preclude Declarant from thereafter from time to time further expanding Lakes at the Crossing to include other portions of the Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Real Estate so long as such expansion is done on or before March 1, 1987. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand Lakes at the Crossing beyond the Tract (as defined and described in paragraph B of the introductory recitals of this Declaration) or any other portions of the Real Estate which Declarant may

voluntarily and in its sole discretion from time to time subject to this Declaration by amendments or supplements to this Declaration as provided above.

(b) The Percentage Interest which will appertain to each Condominium Unit in Lakes at the Crossing as Lakes at the Crossing may be expanded from time to time by Declarant in accordance with the terms hereof (including the Percentage Interest which appertains to each of the Condominium Units included in this original Declaration) shall be equal and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units which, from time to time, have been subjected and submitted to this Declaration and then constitute a part of Lakes at the Crossing.

(c) Simultaneously with the recording of amendments or supplements to this Declaration expanding Lakes at the Crossing, Declarant shall record new Plans as required by the Act. Such amendments or supplements to this Declaration shall also include provisions reallocating Percentage Interests so that the Condominium Units depicted on such new Plans shall be allocated Percentage Interests in the Common Areas on the same basis as the Condominium Units depicted in the prior Plans. Each reallocation of Percentage Interests shall vest when the amendment or supplement to the Declaration incorporating those changes has been recorded.

(d) When the amendment or supplement to the Declaration incorporating the addition of Condominium Units or expansion of Common Areas, or both, is recorded, all liens including, but not limited to, mortgage liens shall be released as to the Percentage Interests in the Common Areas described in the Declaration and shall attach to the reallocated Percentage Interests in the Common Areas as though the liens had attached

to those Percentage Interests on the date of the recordation of the mortgage or other lien. The Percentage Interest appertaining to additional Condominium Units being added by the amendment or supplement to the Declaration are subject to mortgage liens upon the recordation of the amendment or supplement to the Declaration.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to shift the Percentage Interest in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such amendment or supplement to this Declaration recorded pursuant to this paragraph 21. Each deed, mortgage or other instrument with respect to a Condominium Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and shall be deemed to reserve to said attorney-in-fact the power to shift and reallocate from time to time the percentages of ownership in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such recorded amendment or supplement to this Declaration.

Each Owner of a Condominium Unit by acceptance of a deed thereto, further acknowledges, consents and agrees, as to each such amendment or supplement to this Declaration that is recorded as follows:

(i) The portion of the Real Estate described in each such amendment or supplement to this Declaration shall be governed in all respects by the provisions of this Declaration.

(ii) The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment or supplement to this Declaration and upon

the recording of each such amendment or supplement to this Declaration, shall thereby be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amendment or supplement to this Declaration.

(iii) Each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed given subject to the conditional limitation that the Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall, upon the recording of each amendment or supplement to this Declaration be divested pro tanto to the reduced percentage set forth in such amendment or supplement to this Declaration and vested among the other Owners, mortgagees and others owning an interest in the other Condominium Units in accordance with the terms and percentages of each such recorded amendment or supplement to this Declaration.

(iv) A right of revocation is hereby reserved by the grantor in each such deed, mortgage or other instrument of a Condominium Unit to so amend and reallocate the Percentage Interest in the Common Areas appurtenant to each Condominium Unit.

(v) The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall include and be deemed to include any additional Common Areas included in land to which Lakes at the Crossing is expanded by a recorded amendment or supplement to this Declaration and each deed, mortgage or other instrument affecting a Condominium Unit shall be deemed to include such additional Common Areas and the ownership of any such Condominium Unit and lien of any such mortgage shall automatically include and attach to such additional Common Areas as such amendments or supplements to this Declaration are recorded.

(vi) Each Owner shall have a perpetual easement, appurtenant to his Condominium Unit for the use of any such additional Common Areas described in any recorded amendment or supplement to this Declaration, for the purposes therein set forth, except as to any portion the use of which is limited by exclusive easements granted to the Owners (also known as Limited Areas) of specific Condominium Units as may be provided in any such amendment or supplement to this Declaration.

(vii) The recording of any such amendment or supplement to this Declaration shall not alter the amount of the lien for expenses assessed to or against a Condominium Unit prior to such recording.

(viii) Each Owner, by acceptance of the deed conveying his Condominium Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each amendment or supplement to this Declaration are and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective Percentage Interest in the Common Areas as set forth in each such amendment or supplement to this Declaration shall be deemed to be made by agreement of all Owners.

(ix) Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph 21 to comply with the Act as it may be amended from time to time.

22. Granting of Easements. The Board of Managers of the Association is granted the authority to grant easements to utility companies (excluding transportation companies) upon such terms and conditions and for such consideration as they deem appropriate.

23. Reservation of Rights to the Use of the Common Areas.

(a) If, at any time, and from time to time, any portion of the Real Estate has not been subjected and submitted to this Declaration or to the Act by an amendment or supplement to this Declaration and the owner or owners of such portion or portions of the Real Estate not so subjected to the Declaration or to the Act develop single or multi-family dwelling units on such portions then the owner or owners of such portions of the Real Estate shall have the benefit of the Common Areas or portions thereof, to include the roads, the Clubhouse (if any) recreational facilities (if any) and associated facilities, for the use of the persons and families living in such dwelling units upon the same terms and conditions as the use of such Common Areas by the owners of the Condominium Units, their families and guests. The owner or owners of such portions of the Real Estate shall then pay for the use of such facilities based on the cost of operation and maintenance of such facilities for the year of such usage and based on the number of living units so entitled to utilize such facilities in proportion to all of the living units on the Real Estate. The owner or owners of such living units shall make payments for the usage provided herein to the Association at the same time as the Owners of the Condominium Units pay their assessments to the Association.

(b) Declarant shall have, and hereby reserves, an easement over, across, upon, along, in, through and under the Common Areas and, to the extent necessary, the Limited Areas, for the purposes of installing, maintaining, repairing, replacing, relocating and otherwise servicing utility equipment, facilities and installations to serve the Property and any portions of the Real Estate which are not part of the Property, to provide access to and ingress and egress to and from the

Property and to any such portions of the Real Estate which are not part of the Property, to make improvements to and within the Property and any such portions of the Real Estate which are not part of the Property, and to provide for the rendering of public and quasi-public services to the Property and such portions of the Real Estate which are not part of the Property.

24. Easement for Utilities and Public and Quasi Public Vehicles. All public and quasi public vehicles, including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Limited Areas of Lakes at the Crossing in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing and maintaining of such utilities, including but not limited to water, sewers, gas, telephones and electricity on the Property; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers. By virtue of this easement the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

25. Initial Management. As set forth in the By-Laws, the initial Board of Managers consists and will consist of persons selected by Declarant. The Board of Managers has entered or will hereafter enter, into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) for a term not to exceed three years with

either party having the right to terminate upon 90 days notice under which Declarant (or such affiliate of Declarant, as appropriate) will provide supervision, fiscal and general management and maintenance of the Common Areas and, to the extent the same is not otherwise the responsibility of Owners of individual Condominium Units, the Limited Areas, and, in general, perform all of the duties and obligations of the Association. Such management agreement may be renewed by the parties for additional terms of 3 or less years. Such management agreement is or will be subject to termination by Declarant (or its affiliate, as appropriate) at any time prior to the expiration of its term, in which event the Association shall thereupon and thereafter resume performance of all of its duties and obligations and functions. Notwithstanding anything to the contrary contained herein, so long as a management agreement between the Association and Declarant (or its affiliate as appropriate) is in effect, Declarant (or its affiliate, as appropriate) shall have, and Declarant hereby reserves to itself (or to its affiliate, as appropriate), the exclusive right to manage the Property and to perform all the functions of the Association.

26. Costs and Attorneys' Fees. In any proceeding arising because of failure of an Owner to make any payments required by this Declaration, the By-Laws or the Act, or to comply with any provision of the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto as each may be amended from time to time, the Association shall be entitled to recover its costs and reasonable attorneys' fees incurred in connection with such default or failure.

27. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of

the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Condominium Unit.

28. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other provisions of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration or the attached By-Laws.

29. Enforcement. The provisions of this Declaration, the By-Laws, the Articles of Incorporation or the Statute may be enforced by the Association or by any aggrieved Owner through court proceedings for injunctive relief, for damages or for both.

30. Pronouns. Any reference to the masculine, feminine or neuter gender herein shall, unless the context clearly requires the contrary, be deemed to refer to and include the masculine, feminine and neuter genders. Words in the singular shall include and refer to the plural, and vice versa, as appropriate.

31. Floor Plans. The Plans setting forth the layout, location, identification numbers, and dimensions of the Condominium Units and the Property are incorporated into this Declaration by reference, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File _____, as of September 2, 1980, as Instrument Number 80-53523.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By _____


STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared JOHN W. WYNN, who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 29th day of August, 1980.

Dorothy E. Thomas
Notary Public

DOROTHY E. THOMAS
(Printed Signature)

My Commission Expires:

May 27, 1981

My County of Residence:

Marion



This Instrument was prepared by Philip A. Nicely, Attorney at Law.

CONSENT OF MORTGAGE

The undersigned, FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF INDIANAPOLIS, being the holder of existing mortgages and other security on the Tract, as defined in the above and foregoing Declaration as follows:

Mortgage for \$2,800,000.00 from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78567, in the Office of the Recorder of Marion County, Indiana.

Assignment of leases and rents from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78568, as additional security for mortgage.

Security interest in fixtures affecting subject real estate as shown by Financing Statement from Keystone Lakes Associates to First Federal Savings and Loan Association of Indianapolis, recorded October 12, 1979 as Instrument No. 26613.

hereby consents to the recording of the above and foregoing Declaration and the submission of the Tract to the provisions of the Horizontal Property Law of the State of Indiana and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 29th day of August, 1979.

FIRST FEDERAL SAVINGS & LOAN
ASSOCIATION OF INDIANAPOLIS

By: YACUES B. Lipe

ATTEST:

E. Dwyer-Harbo

80 53523

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

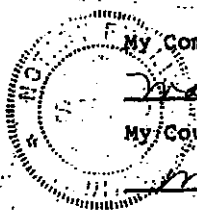
Before me, a Notary Public in and for said County and State, personally appeared JAMES B. LIFE and P. TYREE HOOKS, by me known and by me known to be the ASS'T. SECRETARY and ASS'T. SECRETARY respectively, of First Federal Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said First Federal Savings and Loan Association of Indianapolis.

WITNESS my hand and Notarial Seal this 29th day of

August, 1980.

Jonathan E. Thomas
Notary Public

JONATHAN E. THOMAS
(Printed Signature)



My Commission Expires:

May 27, 1981

My County of Residence:

Marion

This Instrument was prepared by Philip A. Nicely, Attorney at Law

80 53523

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East of the Second Principal Meridian in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South $89^{\circ}34'31''$ East (assumed bearing) 1215.88 feet with the north line of said Northeast Quarter; thence South $00^{\circ}17'46''$ West 641.50 feet to the true point of beginning of the real estate herein described; thence South $89^{\circ}34'31''$ East 1031.04 feet to the Northwest corner of a 0.83 acre parcel of land deeded to George R. and Patricia Ann Kerr as described in Instrument #53526-59 in the Office of the Recorder of Marion County, Indiana; thence South $39^{\circ}22'49''$ East 425.10 feet to the Southwest corner of the aforesaid Kerr property, said point also being in the centerline of Union Chapel Road; thence South $48^{\circ}57'11''$ West 1060.85 feet with the centerline of said Union Chapel Road to the southeast corner of a 2.41 acre parcel of land deeded to Leah C. Spees as described in Instrument #31507-58 in the aforesaid Recorder's Office of Marion County; thence North $39^{\circ}26'39''$ West 200.00 feet to the Northeast corner of said Spees 2.41 acre parcel; thence South $49^{\circ}56'53''$ West 496.03 feet to the northwest corner of said Spees 2.41 acre parcel; thence North $00^{\circ}17'46''$ East 1197.69 feet to the point of beginning, containing 23.171 acres. Subject, however, to all legal highways, rights-of-way and easements.

EXHIBIT "A"

80 53523

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South $89^{\circ}18'25''$ East (basis of bearings is the Indiana State Plane Coordinate System - East Zone) along the North line of said quarter-section a distance of 1215.88 feet; thence South $00^{\circ}33'52''$ West 641.50 feet; thence South $89^{\circ}18'25''$ East parallel with said North line 1031.04 feet; thence South $39^{\circ}05'43''$ East 425.10 feet to the centerline of Union Chapel Road; thence South $49^{\circ}13'17''$ West along said centerline 413.00 feet to the point of beginning of the herein described tract; thence continuing South $49^{\circ}13'17''$ West along said centerline 156.50 feet; thence North $43^{\circ}52'48''$ West 249.77 feet; thence North $24^{\circ}16'46''$ West 201.85 feet; thence North $66^{\circ}53'07''$ East 122.77 feet; thence South $40^{\circ}10'50''$ East 405.51 feet to the point of beginning, containing 1.536 acres; subject to highways, rights-of-way and easements.

EXHIBIT "B"

80 53523

SCHEDULE OF PERCENTAGE INTEREST OF CONDOMINIUM
UNITS - PHASE I

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
20-1	12.5
20-2	12.5
20-3	12.5
20-4	12.5
20-5	12.5
21-1	12.5
21-2	12.5
21-3	<u>12.5</u>
TOTAL	100%

EXHIBIT "C"

80 53523

CODE OF BY-LAWS

OF

LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

AND OF

THE CROSSING HOMEOWNERS
ASSOCIATION, INC.

80 53523

CODE OF BY-LAWS
OF
LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME
AND OF
THE CROSSING HOMEOWNERS
ASSOCIATION, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
Identification and Applicability	1
Section 1.01. Identification and Adoption	1
Section 1.02. Name, Principal Office and Resident Agent	1
Section 1.03. Individual Application	2
ARTICLE II	
Meetings of Association	2
Section 2.01. Purpose of Meetings	2
Section 2.02. Annual Meetings	2
Section 2.03. Special Meetings	3
Section 2.04. Notice and Place of Meetings	3
Section 2.05. Voting and Conduct of Meetings	4
ARTICLE III	
Board of Managers	7
Section 3.01. Management	7
Section 3.02. Initial Board of Managers	7
Section 3.03. Additional Qualifications	8
Section 3.04. Term of Office and Vacancy	8
Section 3.05. Removal of Managers	9
Section 3.06. Duties of the Board of Managers	9
Section 3.07. Powers of the Board of Managers	11
Section 3.08. Limitation on Board Action	11
Section 3.09. Compensation	12
Section 3.10. Meetings	12

CODE OF BY-LAWS
OF
LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME
AND OF
THE CROSSING HOMEOWNERS
ASSOCIATION, INC.

TABLE OF CONTENTS (continued)

	Page
ARTICLE III	
Board of Managers	(continued)
Section 3.11. Waiver of Notice	12
Section 3.12. Quorum	13
Section 3.13. Non-Liability of Managers	13
Section 3.14. Additional Indemnity of Managers	14
Section 3.15. Bond	15
ARTICLE IV	
Officers	15
Section 4.01. Officers of the Association	15
Section 4.02. Election of Officers	15
Section 4.03. The President	16
Section 4.04. The Vice President	16
Section 4.05. The Secretary	16
Section 4.06. The Treasurer	16
Section 4.07. Assistant Officers	17
ARTICLE V	
Assessments	17
Section 5.01. Annual Accounting	17
Section 5.02. Proposed Annual Budget	18
Section 5.03. Regular Assessments	19
Section 5.04. Special Assessments	21

CODE OF BY-LAWS
OF
LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME
AND OF
THE CROSSING HOMEOWNERS
ASSOCIATION, INC.

TABLE OF CONTENTS (continued)

	Page
ARTICLE V	(continued)
Assessments	
Section 5.05. Failure of Owner to Pay Assessments	22
Section 5.06. Regular Assessments Prior to Applicable Date	24
Section 5.07. Maintenance and Repairs	27
ARTICLE VI	
Restrictions, Entry and Rules and Regulations	29
Section 6.01. Restrictions on Use	29
Section 6.02. Right of Entry	34
Section 6.03. Right of Board to Adopt Rules and Regulations	34
ARTICLE VII	
Amendment to By-Laws	34
Section 7.01.	34
ARTICLE VIII	
Mortgages	35
Section 8.01. Notice to Association	35
Section 8.02. Notice of Unpaid Assessments	36
ARTICLE IX	
Miscellaneous	36
Section 9.01. Fiscal Year	36
Section 9.02. Membership Certificates	36
Section 9.03. Personal Interests	37
Section 9.04. Contracts, Checks, Notes, Etc.	37

CODE OF BY-LAWS
OF
LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME
AND OF
THE CROSSING HOMEOWNERS
ASSOCIATION, INC.

ARTICLE I

Identification and Applicability

Section 1.01. Identification and Adoption. These By-Laws are adopted simultaneously with the execution of a certain Declaration creating Lakes at the Crossing Horizontal Property Regime (hereinafter sometimes referred to as "Lakes at the Crossing") to which these By-Laws are attached and made a part thereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association. These By-Laws shall also constitute the By-Laws of the Association.

Section 1.02. Name, Principal Office and Resident Agent. The name of the Corporation is The Crossing Homeowners Association, Inc. (hereinafter referred to as the "Association" or the "Corporation"). The post office address of the principal office of the Corporation is 430 Shoreway Drive, Indianapolis, Indiana, 46240; the name and post office address

of its Resident Agent in charge of such office is Andrew P. Cunningham, 430 Shoreway Drive, Indianapolis, Indiana, 46240. The location of the principal office of the Corporation, or the designation of its Resident Agent, or both, may be changed at any time or from time to time when authorized by the Board of Directors by filing with the Secretary of State on or before the day any such change is to take effect or as soon as possible after the death of its Resident Agent or other unforeseen termination of its agent.

Section 1.03. Individual Application. All of the Owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Condominium Unit or any part of the Property, shall be subject to the restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act, and to any rules and regulations adopted by the Board of Managers as herein provided.

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, the meetings of the Co-owners shall be held for the purpose of electing the Board of Managers (subject to the provisions of Section 3.02 hereof), approving the annual budget, providing for the collection of Common Expenses and for such other purposes as may be required by the Declaration, these By-Laws or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the third Tuesday of April in each calendar year. At the annual meeting the Owners shall (subject to the provisions of Section 3.02 hereof) elect the Board of Managers of the Association in

80 53523

accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Managers or upon a written petition of Owners who have not less than a majority of the Percentage Vote. The resolution or petition shall be presented to the President or Secretary of the Association and shall state the purpose for which the meeting is to be called. No business shall be transacted at a special meeting except as stated in the petition or resolution.

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Marion County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each member entitled to vote thereat not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units and not otherwise. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Association to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Association with its name and address in accordance with Section 8.01 of these By-Laws. Such Mortgagee may designate a representative to attend the meeting. Attendance at any meeting in person, by agent or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting and Conduct of Meetings.

(a) Number of Votes. Each Owner shall be entitled to cast one vote for each Condominium Unit he owns on each matter coming before the meeting as to which he is entitled to vote.

(b) Multiple Owner. Where the Owner of a Condominium Unit constitutes or consists of more than one person, or is a partnership, there shall be only one voting representative entitled to all of the Percentage Vote allocable to that Condominium Unit. At the time of acquisition of title to a Condominium Unit by a multiple Owner or a partnership, those persons constituting such Owner or the partners shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such Condominium Unit, which shall remain in effect until all of such parties constituting such multiple Owner or the partners in such partnership designate another voting representative in writing, or such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such appointment is otherwise rescinded by order of a court of competent jurisdiction or the Owner no longer owns such Condominium Unit. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph (d) of this Section 2.05, which shall not constitute a permanent relinquishment of his right to act as voting representative for the Condominium Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to

80 53523

vote, the trustee may cast the vote on behalf of the trust and the agent or other representative of the corporation duly empowered by the board of directors of such corporation may cast the vote to which the corporation is entitled. The secretary of the corporation or a trustee of the trust so entitled to vote shall deliver or cause to be delivered prior to the commencement of the meeting a certificate signed by such person to the Secretary of the Association stating who is authorized to vote on behalf of said corporation or trust.

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, the Act or the Indiana Not-For-Profit Corporation Act of 1971 (hereinafter referred to as the "Statute"), the Owners representing a majority of the Percentage Vote shall constitute a quorum at all meetings. The term majority of Owners or majority of Percentage Vote, as used in these By-Laws, shall mean the Owners entitled to more than fifty percent (50%) of the Percentage Votes in accordance with the applicable percentage set forth in the Declaration, as such may be amended from time to time.

(f) Conduct of Annual Meeting. The President of the Association shall act as the Chairman of all annual meetings of the Association if he is present. At all annual meetings, the Chairman shall call the meeting to

order at the duly designated time and business will be conducted in the following order:

(1) Reading of Minutes. The secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto, unless such reading is waived by a majority of the Percentage Vote.

(2) Treasurer's Report. The Treasurer shall report to the Owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.

(3) Budget. The proposed budget for the current fiscal year shall be presented to the Owners for approval or amendment.

(4) Election of Board of Managers. Nominations for the Board of Managers may be made by any Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least seven (7) days prior to the date of the annual meeting. Voting for the Board of Managers will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to cumulate his votes. Those persons receiving the highest number of votes shall be elected. Each voting Owner shall sign his ballot. The foregoing provisions are subject to the provisions of Section 3.02 hereof.

(5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least seven (7) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the Percentage Vote.

(6) Adjournment.

(9) Conduct of Special Meeting. The President of the Association shall act as Chairman of any special meetings of the Association if he is present. The Chairman shall call the meeting to order at the duly designated time and the only business to be considered at such meeting shall be in consideration of the matters for which such meeting was called, as set forth in the notice of such special meeting.

ARTICLE III

Board of Managers

Section 3.01. Management. The affairs of the Association and Lakes at the Crossing shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Board of Managers shall be composed of three persons. No person shall be eligible to serve as a Manager unless he is, or is deemed in accordance with the Declaration to be, an Owner, including a person appointed by Declarant as provided in Section 3.02 hereof.

Section 3.02. Initial Board of Managers. The Initial Board of Managers shall be Andrew P. Cunningham, Larry Shuman and Charles A. Pechette (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, these By-Laws or the Declaration or the Act or elsewhere (a) the Initial Board shall hold office until (1) March 1, 1987, or (2) the date all of the Real Estate has been subjected and submitted to the Act and the Declaration by Declarant and Declarant does not own any Condominium Units, or (3) the date Declarant files for record in the office of the Recorder of Marion County, Indiana, an instrument waiving and releasing its reserved right, as set forth in paragraph 2 of the Declaration, to expand or further expand Lakes at the Crossing, whichever of the above is earliest, or (4) at such earlier date as Declarant may determine (such date when the Initial Board shall no longer hold office being herein referred to as the "Applicable Date"), and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, prior to the Applicable Date determined as provided above, every such vacancy shall be filled by

a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Condominium Unit, or by acquisition of any interest in a Condominium Unit by any type of juridic acts, inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote and to vote as Declarant determines on all matters as to which members are entitled to vote under the Declaration, these By-Laws, the Act, or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then one of the persons constituting the multiple Owner, or a partner or an officer or trustee shall be eligible to serve on the Board of Managers, except that no single Condominium Unit may be represented on the Board of Managers by more than one person at a time.

Section 3.04. Term of Office and Vacancy. Subject to the provisions of Section 3.02 hereof, one (1) member of the Board of Managers shall be elected at each annual meeting of the Association. The Initial Board shall be deemed to be elected and re-elected as the Board of Managers at each annual meeting until the Applicable Date provided in Section 3.02 hereof. After the Applicable Date, each member of the Board of Managers shall be elected for a term of three (3) years, except that at the first election after the Applicable Date one member

of the Board of Managers shall be elected for a three (3) year term, one for a two (2) year term, and one for a one (1) year term so that the terms of one-third (1/3) of the Managers shall expire annually. There shall be separate nominations for the office of each Manager to be elected at such first election after the Applicable Date. Each Manager shall hold office throughout the term of his election and until his successor is elected and qualified. Subject to the provisions of Section 3.02 hereof as to the Initial Board, any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Managers or by vote of the Owners if a Manager is removed in accordance with Section 3.05 of this Article III. The Manager so filling a vacancy shall serve until the next annual meeting of the members and until his successor is elected and qualified. At the first annual meeting following any such vacancy, a Manager shall be elected for the balance of the term of the Manager so removed or in respect to whom there has otherwise been a vacancy.

Section 3.05. Removal of Managers. A Manager or Managers, except the members of the Initial Board, may be removed with or without cause by vote of a majority of the Percentage Vote at a special meeting of the Owners duly called and constituted for such purpose. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Manager so elected shall serve until the next annual meeting of the Owners and until his successor is duly elected and qualified.

Section 3.06. Duties of the Board of Managers. The Board of Managers shall provide for the administration of Lakes at the Crossing Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas

(unless the same are otherwise the responsibility or duty of Owners of Condominium Units), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board shall, on behalf of the Association, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which include, but are not limited to:

- (a) protection, surveillance and replacement of the Common Areas and Limited Areas, unless the same are otherwise the responsibility or duty of Owners of Condominium Units; provided, however, that this duty shall not include or be deemed or interpreted as a requirement that the Association, the Board or any Managing Agent must provide any on-site or roving guards, security service or security system for protection or surveillance, and the same need not be furnished;
- (b) procuring of utilities used in connection with Lakes at the Crossing, removal of garbage and waste, and snow removal from the Common Areas;
- (c) landscaping, painting, decorating, furnishing, maintenance and upkeep of the Common Areas and, where applicable, the Limited Areas;
- (d) surfacing, paving and maintaining private streets, parking areas and sidewalks to the extent the same are not included in a Condominium Unit or constitute Limited Areas;
- (e) assessment and collection from the Owners of the Owner's share of the Common Expenses;
- (f) preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (h) keeping a current, accurate and detailed record of receipts and expenses incurred in the prior year; such accounting shall be delivered to each Owner simultaneously with delivery of the proposed annual budget for the current year;
- (i) procuring and maintaining for the benefit of the Owners, the Association and the Board the insurance coverages required under the Declaration and such other insurance coverages as the Board, in its sole discretion, may deem necessary or advisable.

Section 3.07. Powers of the Board of Managers. The Board of Managers shall have such powers as are reasonable and necessary to accomplish the performance of their duties. These powers include, but are not limited to, the power:

(a) to employ a Managing Agent to assist the Board in performing its duties; provided, however, except as otherwise provided in Paragraph 25 of the Declaration, any management agreement shall be terminable by the Association for cause upon thirty (30) days written notice and any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

(b) to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Managers;

(c) to employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of Lakes at the Crossing;

(d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Managers may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Areas;

(e) to include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

(f) to open and maintain a bank account or accounts in the name of the Association;

(g) to adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Property.

Section 3.08. Limitation on Board Action. After the Applicable Date, the authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than \$2,500.00 without obtaining the prior approval of a majority of the Percentage Vote, except that in the following cases such approval shall not be necessary:

(a) contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;

(b) proposed contracts and proposed expenditures expressly set forth in the proposed

annual budget as approved by the Owners at the annual meeting; and

(c) expenditures necessary to deal with emergency conditions in which the Board of Managers reasonably believes there is insufficient time to call a meeting of the Owners.

Section 3.09. Compensation. No Manager shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Percentage Vote. The Managing Agent shall be entitled to reasonable compensation for its services, the cost of which shall be a Common Expense.

Section 3.10. Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Managers. The Secretary shall give notice of regular meetings of the Board to each Manager personally or by United States mail at least five (5) days prior to the date of such meeting.

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement of the purpose for which the meeting is called. Such meeting shall be held at such place and at such time within Marion County, Indiana, or any of the contiguous Counties, as shall be designated in the notice.

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Manager at a meeting or his subsequent consent to the actions taken thereat,

shall, as to such Manager, constitute a waiver of notice of the time, place and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 3.12. Quorum. At all meetings of the Board a majority of the Managers shall constitute a quorum for the transaction of business and the votes of the majority of the Managers present at a meeting at which a quorum is present shall be the decision of the Board.

Section 3.13. Non-Liability of Managers. The Managers shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Managers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of Lakes at the Crossing or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Managers shall have no personal liability with respect to any contract made by them on behalf of Lakes at the Crossing or the Association and that in all matters the Board is acting for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Managers shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of Lakes at the Crossing shall provide that the Board of Managers and the Managing Agent, as the case

may be, are acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners (if applicable) and then only to the extent of their Percentage Interest.

Section 3.14. Additional Indemnity of Managers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Manager of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Manager is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Manager the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Percentage Vote that such Manager was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Manager, no Manager shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Manager relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of Lakes at the Crossing or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Manager had actual

knowledge of the falsity or incorrectness thereof; nor shall a Manager be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Managers.

Section 3.15. Bond. The Board of Managers may require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Managers and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expense.

ARTICLE IV

Officers

Section 4.01. Officers of the Association. The principal officers of the Association shall be the President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board. The Managers may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with or without cause and his successor elected

at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4.03. The President. The President shall be elected from among the Managers and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of president or chief executive officer of an association or a stock corporation organized under the laws of Indiana, including but not limited to the power to appoint committees from among the Owners as he may deem necessary to assist in the affairs of the Association and to perform such other duties as the Board may from time to time prescribe.

Section 4.04. The Vice President. The Vice President shall be elected from among the Managers and shall perform all duties incumbent upon the President during the absence or disability of the President. The Vice President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

Section 4.05. The Secretary. The Secretary shall be elected from among the Managers. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties as from time to time may be prescribed by the Board. The Secretary shall specifically see that all notices of the Association or the Board are duly given, mailed or delivered, in accordance with the provisions of these By-Laws.

Section 4.06. The Treasurer. The Board shall elect from among the Managers a Treasurer who shall maintain a correct and

complete record of account showing accurately at all times the financial condition of the Association and who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account or accounts in the name of the Association. The Treasurer may permit the Managing Agent to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

Section 4.07. Assistant Officers. The Board of Managers may, from time to time, designate and elect from among the Owners an Assistant Secretary and an Assistant Treasurer who shall have such powers and duties as the officers whom they are elected to assist shall delegate to them and such other powers and duties as these By-Laws or the Board of Managers may prescribe.

ARTICLE V

Assessments

Section 5.01. Annual Accounting. Annually, after the close of each fiscal year of the Association and prior to the date of the annual meeting of the Association next following the end of such fiscal year, the Board shall cause to be prepared and furnished to each Owner a financial statement prepared by a certified public accountant or firm of certified public accountants then serving the Association, which statement shall show all receipts and expenses received, incurred and paid during the preceding fiscal year.

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Percentage Vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of an adequate replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Association in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct

business in Marion County, Indiana, selected from time to time by the Board. The failure or delay of the Board of Managers to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 5.03. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year as set forth in said budget, contain a proposed assessment against each Condominium Unit based on the Percentage Interest of each Condominium Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Condominium Unit (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Condominium Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular

Assessment against each Condominium Unit shall be paid in advance in equal monthly installments, commencing on the first day of the first month of each fiscal year and monthly thereafter through and including the first day of the last month of such fiscal year. Payment of the monthly installments of the Regular assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers; provided, however, Owners may elect to pay monthly assessments quarterly, semi-annually or annually, in advance. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

(a) if the Regular Assessment based upon the final annual budget adopted by the Owners exceeds the amount of the Regular Assessment based upon the temporary budget, that portion of such excess applicable to the period from the first day of the current fiscal year to the date of the next payment of the Regular Assessment which is due shall be paid with such next payment and such next payment, and all payments thereafter during such fiscal year, shall be increased so that the Regular Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

(b) if the Regular Assessment based upon the temporary budget exceeds the Regular Assessment based upon the final annual budget adopted by the Owner, such excess shall be credited against the next payment or payments of the Regular Assessment coming due, until the entire amount of such excess has been so credited; provided, however, that if an Owner had paid his Regular Assessment either quarterly, semi-annually or annually in advance, then the adjustments set forth under (a) above or this subparagraph (b) shall be made by a cash payment by, or refund to, the Owner on the first day of the second month following the determination of the Regular Assessment based upon the annual budget finally adopted by the Owners.

The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Condominium Unit as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that

Date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Condominium Unit or any interest therein, shall not relieve or release such Owner or his successor as owner of such Condominium Unit from payment of the Regular Assessment for such Condominium Unit as finally determined, and such Owner and his successor as owner of such Condominium Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 8.02 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be delivered or who may rely thereon shall be bound by such final determinations. Monthly installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board of Managers shall have the full right, power and authority to make special

assessments which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Managers from time to time to pay for capital expenditures, to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in the Declaration.

Section 5.05. Failure of Owner to Pay Assessments.

(a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Areas, of the Buildings, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessments or Special Assessments, when due, the Board may in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other

provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Condominium Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Condominium Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Condominium Unit.

(b) Notwithstanding anything contained in this Section or elsewhere in the Declaration and these By-Laws, any sale or transfer of a Condominium Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Condominium Unit or the purchaser at such foreclosure sale, or

grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Condominium Unit from which it arose), as provided in the Act.

Section 5.06. Regular Assessments Prior to Applicable Date. During the period that the Declarant is constructing Condominium Units in Lakes at the Crossing, it is difficult to accurately allocate the common expenses to the individual Condominium Units. The purpose of this section is to provide for the maintenance and upkeep of Lakes at the Crossing and for the payment of the Common Expenses during the period prior to the Applicable Date. Accordingly, and notwithstanding any other provision contained in the Declaration, these By-Laws, the Act or otherwise, prior to the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Owners; provided however, the Regular Assessments shall be determined in accordance with the provisions contained in this Section 5.06.

The Association will enter into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) (hereinafter referred to as Management Agent or Managing Agent) for a term of three (3) years under which Management Agent will provide supervision, fiscal and general management and maintenance of the Common Areas and in general perform all duties and obligations of the Association. Such management agreement may be renewed for additional three (3)

year or less periods, but shall not extend beyond the Applicable Date. Such management agreement will be subject to termination by Management Agent or by the Association at any time prior to the expiration of its term upon ninety (90) days written notice to the other party, in which event the Association shall thereupon and thereafter resume performance of all its duties, obligations and functions.

So long as such management agreement remains in effect, the Common Expenses or Regular Assessment shall be paid by Owners to Management Agent. Management Agent shall guarantee that until the earlier of (a) the termination of said management agreement, or (b) December 31, 1981, the monthly Regular Assessment shall not exceed \$125.00 (the Guaranteed Charge) provided, however, prior to substantial completion of the common facilities (pool, clubhouse and two tennis courts) and security (fencing and guard house) the monthly Regular Assessment shall not exceed \$85.00. After December 31, 1981 (assuming that said management agreement has not been terminated), and so long thereafter as said management agreement remains in effect, and Management Agent continues to perform such functions, Management Agent guarantees that the monthly Regular Assessment shall not exceed the amount of the Guaranteed Charge (\$125.00), plus an amount representing an increase thereof to reflect any increase in the Consumer Price Index (all items - all cities) published by the United States Government over such index as existed in the month of December, 1980. The amount to be added to the Guaranteed Charge shall be in an amount equal to the same percentage of the Guaranteed Charge as the percentage increase in said Consumer Price Index. Such adjustments to the Guaranteed Charge shall be made annually on January 1 of each year so long as said management

agreement remains in effect and Management Agent continues to perform such functions. Said monthly charge shall during such guaranteed period entirely defray the Owner's obligation for his share of Common Expenses or shall be the Owner's entire Regular Assessment. Management Agent shall be responsible for any deficit during such guaranteed period; provided, however, that this guarantee is not intended to include and does not include major physical alterations or other unusual expenditures not ordinarily anticipated in normal maintenance operations. Such expenditures would be covered through Special Assessments.

Eleven percent (11%) of the Regular Assessment shall be designated as a reserve fund for maintenance, repairs or replacement of Common Areas that must be repaired and replaced on a periodic basis.

That portion of the Regular Assessment collected by the Declarant prior to the Applicable Date applicable to the replacement reserve shall be held by the Initial Board and, if required, applied to the replacement of the Property. To the extent that such replacement reserve is not so applied, the balance thereof shall be retained by the Association at the Applicable Date.

Payment of the Regular Assessments prior to the Applicable Date with respect to each Condominium Unit shall commence on the date of conveyance by Declarant to such new Owner. The first payment shall be payable on the date of conveyance prorated to the first date of the calendar month next ensuing. Thereafter payment of the Regular Assessments shall be paid the first day of each calendar month during the period prior to the Applicable Date.

In consideration of this guarantee by Management Agent, it is agreed by Owner upon acceptance of the deed that Management Agent shall only be required to contribute such sum to the maintenance, operation and administration expenses of the Common Areas as may be required to maintain and operate those portions of Lakes at the Crossing which from time to time have been submitted by Declarant to the Declaration. Each Owner hereby authorizes the Association and the Board of Managers and its officers to enter into the aforesaid management agreement and to adhere to and abide by the same.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Condominium Unit which, if neglected, would affect the value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and replacements of his Condominium Unit and Limited Areas as applicable, and all equipment serving the same. Such maintenance, repairs and replacements which each Owner is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit including any lines in the area from below the floor to above the roof if they are within an extension of the exterior walls of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, to include garbage disposals, dishwashers, stoves, ranges and refrigerators, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit), doors, screens and windows (including exterior and interior of all glass and screen surfaces), lamps,

and interior and exterior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof.

If, due to the willful, intentional or negligent acts or omissions of an Owner or of a member of his family or of a guest, tenant or other occupant or visitor of such Owner, damage shall be caused to the Common Areas or to a Condominium Unit or Limited Area owned by or reserved for the use of others, or if maintenance, repairs or replacements shall be required thereby which would otherwise be at the Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Association, unless such loss is covered by the Association's insurance with such policy having a waiver of subrogation clause. Maintenance, repairs and replacements to the Common Areas or the Condominium Units or Limited Areas shall be subject to the rules and regulations adopted from time to time by the Board.

To the extent that equipment, facilities and fixtures within any Condominium Unit shall be connected to similar equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas, then the use thereof by the owner of such Condominium Unit shall be subject to the rules and regulations adopted from time to time by the Board. The authorized representatives of the Association or Board of Managers or the Managing Agent for the Association, shall be entitled to reasonable access to any Condominium Unit as may be required in connection with maintenance, repairs or replacements of or to the Common Areas or Limited Areas or any parts thereof, or any equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas.

ARTICLE VI

Restrictions, Entry and Rules and Regulations

Section 6.01. Restrictions on Use. The following restrictions on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas and the Property shall be applicable to Lakes at the Crossing and are in addition to those set forth in the Declaration:

(a) All Condominium Units shall be used exclusively for residential purposes and no Condominium Unit may be partitioned or subdivided.

(b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration or a supplement or amendment to the Declaration, and shown on the Plans or plans filed with such supplement or amendment to the Declaration, without the consent of the Board of Managers.

(c) Nothing shall be done or kept in any Condominium Unit or in the Common Areas or Limited Areas which will cause an increase in the rate of insurance on any Building or the contents thereof. No Owner shall permit anything to be done or kept in his Condominium Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or any part of the Common Areas or contents thereof, or which would be in violation of any law or ordinance or the requirements of any insurance underwriting or rating bureau.

(d) No nuisance shall be permitted and no waste shall be committed in any Condominium Unit, Common Areas, or Limited Areas.

80 53523

(e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of any Building, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roofs or any other parts of any Building without the prior consent of the Board.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Condominium Unit or in the Common Areas or Limited Areas or on the Property, except that pet dogs, cats or customary household pets may be kept in a Condominium Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. An Owner shall be fully liable for any injury or damage to persons or property including the Common Areas or Limited Areas, caused by his pet. The Board may adopt such rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring a pet on the Property shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Areas. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Property, except to the extent said deposit has been used to repair damage caused by such pet. Any requirement for the depositing of such a security deposit shall not be deemed to release or in any way limit an owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board, is causing or

creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property within ten (10) days after written notice from the Board to the respective Owner to do so.

(g) Nothing shall be done or permitted in any Condominium Unit which will impair the structural integrity of any Building or which would structurally change any Building or which would affect the exterior appearance of any Condominium Unit, except as otherwise provided in the Declaration or these By-Laws. No Condominium Unit shall be used in any unlawful manner or in any manner which might cause injury to the reputation of Lakes at the Crossing or which might be a nuisance, annoyance, inconvenience or damaging to other Owners and occupants of Condominium Units or neighboring property, including without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers or other equipment or machines or loud persons.

(h) No clothes, sheets, blankets, rugs, laundry or other things shall be hung out or exposed on, or so as to be visible from, any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials.

(i) No industry, trade, or other commercial or religious activity, educational or otherwise, designed for profit, altruism or otherwise, shall be conducted, practiced or permitted on the Property.

(j) No "for sale", "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the

Property or any Condominium Unit without the prior written consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Property in connection with any unsold or unoccupied Condominium Units.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any Condominium Unit or other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be promulgated and issued by the Board governing the operation, use and enjoyment of the Condominium Units, the Common Areas and Limited Areas:

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be permitted, parked or stored anywhere within the Property; provided, however, that nothing herein shall prevent (1) the parking or storage of such vehicles completely enclosed within a garage or (2) the driving or using of such vehicles for ingress and egress to and from such Owner's Condominium Unit provided the shortest route to and from a public road is used. No repair work shall be done on the Property on any vehicles, including passenger automobiles.

(m) No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Areas or Limited Areas, except with express permission from the Board.

80 53523

(n) No Owner shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar purpose, both Common Areas and Limited Areas, any furniture, packages or objects of any kind without the consent of the Board of Managers.

(o) All garbage, trash and refuse shall be stored in appropriate containers inside the Condominium Unit (including garage) and shall be kept therein until no earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Board.

(p) Common Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. For example, play areas for children shall be restricted to those areas of the Common Areas, if any, so designated by the Board.

(q) No motorized boating shall be permitted on the lakes other than pontoon boats and electric trolling motors.

(r) Private dock facilities may not be installed.

(s) No Owner may rent or lease his Condominium Unit for transient or hotel purposes.

(t) Any Owner who leases a Condominium Unit shall lease the entire Condominium Unit and shall have a written lease which shall provide that the lease is subject to the provisions of the Declaration and By-Laws

and any failure of the lessee to comply with the terms of such documents shall be a default under the lease.

Section 6.02. Right of Entry. All Owners and occupants of a Condominium Unit shall be deemed to have granted the right of entry thereto to the Managing Agent or any other person authorized by the Board in case of any emergency originating in or threatening his Condominium Unit or the Building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Condominium Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operating of the Property, including but not limited to the use of the Common Areas and Limited Areas, as it may deem necessary from time to time and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules and regulations and all amendments thereto to be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. Subject to any contrary, overriding or superseding provisions set forth herein or in the Declaration, these By-Laws may be amended in the same manner, and subject to

80 5352a

the same limitations and requirements, as amendments to the Declaration, as set forth in paragraph 18 of the Declaration. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of Marion County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration or these By-Laws prior to the Applicable Date without the consent and approval of Declarant.

ARTICLE VIII

Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Condominium Unit or the Mortgagee shall notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these By-Laws or the Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of Mortgagee are furnished to the Secretary, either by the Owner or the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration, these By-Laws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration, these By-Laws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.

The Association shall, upon request of a Mortgagee who has furnished the Association with its name and address as

hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under the Declaration or these By-Laws which is not cured within thirty (30) days. Any Mortgagee shall have the right to inspect the books and records of the Association during normal business hours.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Condominium Unit, which statement shall be binding upon the Association and the Owners, and any Mortgagee or grantee of the Condominium Unit shall not be liable for nor shall the Condominium Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statement or as such assessments may be adjusted upon adoption of the final annual budget, as referred to in Section 5.03 hereof.

ARTICLE IX

Miscellaneous

Section 9.01. Fiscal year. The fiscal year of the Association shall begin on the first day of April in each year and end on the last day of March next following.

Section 9.02. Membership Certificates. Each member of the Association shall receive a certificate from the Association, signed by the president or vice-president, and secretary or assistant secretary thereof, stating that he is a member of the Association. Such certificates shall be non-transferable and a member's certificate shall become void

and of no force and effect upon sale by a member of his Condominium Unit. Such membership certificates shall be in a form and style determined by the Board.

Section 9.03. Personal Interests. No member of the Association shall have or receive any earnings from the Association, except a member who is an officer, director or employee of the Association may receive fair and reasonable compensation for his services as officer, director or employee, and a member may also receive principal and interest on moneys loaned or advanced to the Association as provided in the Statute.

Section 9.04. Contracts, Checks, Notes, Etc. All contracts and agreements entered into by the Corporation and all checks, drafts and bills of exchange and orders for the payment of money shall, in the conduct of the ordinary course of business of the Corporation, unless otherwise directed by the Board of Directors, or unless otherwise required by law, be signed by the President or in his absence the Treasurer. Any one of the documents heretofore mentioned in this section for use outside the ordinary course of business of the Corporation or any notes or bonds of the Corporation shall be executed by and require the signature of the President and Secretary.

80 53523

B. On the 29th day of August, 1980, Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the Office of the Recorder of Marion County, Indiana on the 2nd day of September, 1980, as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase II is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase II to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase II into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase II and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby

annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase II hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be 1 Building containing 4 Condominium Units in Phase II as shown on the Supplemental Plans. The Buildings are identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 19. Lakes at the Crossing Horizontal Property Regime or the Tract now has 3 Buildings containing 12 Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit A attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

81 27096

5. Supplemental Plans. The Supplemental Plans include floor and building plans and elevations of the Buildings and Condominium Units prepared by Hutchcraft & Associates, Inc., certified by Clinton E. Hutchcraft, a registered architect under the date of April 29, 1981, and a site plan of Phase II and Buildings thereon prepared by Mid-States Engineering Co., Inc., certified by Sol C. Miller, a registered professional engineer, under date of April 29, 1981, all of which is incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File No. _____, as of May 6, 1981, as Instrument No. 81-27095

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By *Phillip R. Dyke*
PHILLIP R. DYKE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared PHILLIP R. DYKE, who acknowledged the execution of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

81 27096

WITNESS my hand and Notarial Seal this 5th day of
May, 1981.

Vonda L. Lutz
Notary Public

VONDA L. LUTZ
(Printed Signature)

My Commission Expires:
9-24-81

My County of Residence:
Marion

81 27096

This instrument prepared by Philip A Nicely, Attorney at Law.

CONSENT OF MORTGAGEE

The undersigned, First Federal Savings and Loan Association of Indianapolis, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for \$2,800,000.00 from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78567, in the Office of the Recorder of Marion County, Indiana.

Assignment of leases and rents from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78568, as additional security for mortgage.

Security interest in fixtures affecting subject real estate as shown by Financing Statement from Keystone Lakes Associates to First Federal Savings and Loan Association of Indianapolis, recorded October 12, 1979 as Instrument No. 26613.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

81 27096

EXECUTED this 5th day of May, 1981

FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

By [Signature]
ROBERT C. DHONAU

ATTEST:

[Signature]
Gary G. Ritz

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Robert C. Dhonau and Gary G. Ritz, by me known and by me known to be the Vice President and Asst. Vice President, respectively, of First Federal Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said First Federal Savings and Loan Association of Indianapolis.

WITNESS my hand and Notarial Seal this 5th day of May, 1981.

[Signature]
Notary Public

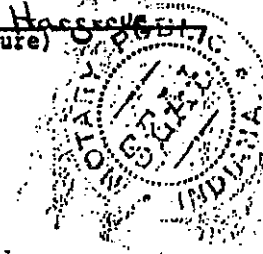
Jay Lynn Hargrove
(Printed Signature)

My Commission Expires:

October 9, 1984

My County of Residence:

Hancock



81 27096

SCHEDULE OF PERCENTAGE INTEREST OF CONDOMINIUM
UNITS - PHASE I AND II

UNITS AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	8.33
19-2	8.33
19-3	8.33
19-4	8.33
20-1	8.33
20-2	8.33
20-3	8.33
20-4	8.33
20-5	8.33
21-1	8.33
21-2	8.33
21-3	<u>8.33</u>
TOTAL	100.00%

81 27096

EXHIBIT A

CROSS REFERENCE

8170
CROSS REFERENCE

81 53749

SECOND SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 21st day of August, 1981, by KEYSTONE LAKES ASSOCIATES, an Indiana partnership ("Declarant"),

WITNESSETH:

PR
AUG 25 1981
0 13 3 1/2
FILED

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate located in Marion County, Indiana, to-wit:

A part of the Northeast Quarter Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the northwest corner of said quarter-section; thence South 89°18'25" East along the north line of said quarter-section a distance of 1215.88 feet; thence South 00°33'52" West 641.50 feet; thence South 89°18'25" East parallel with said north line 1031.04 feet; thence South 39°05'43" east 149.38 feet to the point of beginning of the herein described tract; thence continuing South 39°05'43" East 195.20 feet; thence South 79°07'07" West 212. feet to the northeasterly line of Lakes at the Crossing - Phase II as recorded in Instrument #81-27095 in the Office of the Recorder of Marion County, Indiana; thence North 47°18'43" West along said northeasterly line 142.52 feet; thence North 53°27'28" East 212.39 feet to the point of beginning, containing 0.744 acres; subject to highways, rights-of-way and easements.

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
AUG 25 11:48 AM '81

(hereinafter referred to as Phase III).

B. On the 29th day of August, 1980, Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the Office of the Recorder of Marion County, Indiana on the 2nd day of September, 1980, as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of

81 53749

Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase III is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase III to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase III into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase III and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase III hereafter

81 53749

and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be 1 Building containing 3 Condominium Units in Phase III as shown on the Supplemental Plans. The Building is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 18N. Lakes at the Crossing Horizontal Property Regime or the Tract now has 4 Buildings containing 15 Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit A attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy, of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans include floor and building plans and elevations of the Buildings and Condominium Units prepared by Hutchcraft & Associates, Inc., certified by Clinton E. Hutchcraft, a registered architect under the date of August 17, 1981, and a site plan of Phase III and Building thereon prepared by Mid-States Engineering Co., Inc., certified by Sol C. Miller, a registered professional engineer,

81 53749

under date of August 17, 1981, all of which is incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File No. ~~81-53750~~ ⁸¹⁻⁵³⁷⁵⁰, as of August 2, 1981, as Instrument No. 81-53750

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

BY [Signature]

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared PHILIP P. DUKE, who acknowledged the execution of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 28th day of August, 1981.

[Signature]
Notary Public

Vanda L. Lutz
(Printed Signature)

My Commission Expires:
9-20-81

My County of Residence:
Marion

This instrument prepared by Philip A Nicely, Attorney at Law.

81 53749

CONSENT OF MORTGAGEE

The undersigned, First Federal Savings and Loan Association of Indianapolis, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for \$2,800,000.00 from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78567, in the Office of the Recorder of Marion County, Indiana.

Assignment of leases and rents from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78568, as additional security for mortgage.

Security interest in fixtures affecting subject real estate as shown by Financing Statement from Keystone Lakes Associates to First Federal Savings and Loan Association of Indianapolis, recorded October 12, 1979 as Instrument No. 26613.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

81 53749

EXECUTED this 21 day of Augu.-, 1981.

FIRST FEDERAL SAVINGS &
LOAN ASSOCIATION

By Max E. Inglett v.p.
Max E. Inglett

ATTEST:
Gary G. Ritz
Gary G. Ritz

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared MAX E. INGLETT and GARY G. RITZ, by me known and by me known to be the VICE PRESIDENT and ASST. VICE PRESIDENT, respectively, of First Federal Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said First Federal Savings and Loan Association of Indianapolis.

WITNESS my hand and Notarial Seal this 21st day of AUGUST, 1981.

Rebecca Ann Meyer
Notary Public
REBECCA ANN MEYER
(Printed Signature)



My Commission Expires:
June 14, 1985
My County of Residence:
Marion

81 53749

SCHEDULE OF PERCENTAGE INTEREST OF CONDOMINIUM
UNITS - PHASE I AND II

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	6.66
19-2	6.66
19-3	6.66
19-4	6.66
20-1	6.66
20-2	6.66
20-3	6.66
20-4	6.66
20-5	6.66
21-1	6.66
21-2	6.66
21-3	6.66
18N-1	6.66
18N-2	6.66
18N-3	<u>6.66</u>
TOTAL	100.00%

81 53749

EXHIBIT A

CROSS REFERENCE
14

81 74544

THIRD SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 2nd day of December, 1981, by KEYSTONE LAKES ASSOCIATES, an Indiana partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate located in Marion County, Indiana, to-wit:

A part of the Northeast Quarter Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South 89°18'25" East (assumed bearing) along the North line of said Quarter Section a distance of 1215.88 feet; thence South 00°33'52" West a distance of 641.50 feet; thence South 89°18'25" East parallel with said North line a distance of 876.04 feet to the POINT OF BEGINNING of the herein described tract; thence continuing South 89°18'25" East parallel with said North line a distance of 155.00 feet; thence South 39°05'43" East a distance of 149.38 feet to the Northeast corner of Lakes at the Crossing, Phase III, as recorded in the Office of the Recorder of Marion County as Instrument No. 81-53750; thence South 63°27'28" West along the North line of said Phase III a distance of 212.39 feet to the Northwest Corner of said Phase III and also the Northeast Corner of Lakes at the Crossing, Phase II, as recorded in the Office of the Recorder of Marion County as Instrument No. 81-27095; thence North 30°30'15" West a distance of 119.24 feet; thence North 00°41'35" East a distance of 110.00 feet to the Point of Beginning. Containing 0.8106 acres (35,309.7350 sq. ft.) (hereinafter referred to as Phase IV).

B. On the 29th day of August, 1980, Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the Office of the Recorder of Marion County, Indiana on the 2nd day

81 74544

FILED
DEC 3 1981
077910

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
DEC 8 10 24 AM '81

of September, 1980, as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase IV is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase IV to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates phase IV into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase IV and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers;

as each may be amended from time to time. Phase IV hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be 1 Building containing 4 Condominium Units in Phase IV as shown on the Supplemental Plans. The Building is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 17. Lakes at the Crossing Horizontal Property Regime or the Tract now has 5 Buildings containing 19 Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit A attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans include floor and building plans and elevations of the Buildings and Condominium Units prepared by Hutchcraft & Associates, Inc., certified by Clinton E. Hutchcraft, a registered architect under the date of November 25, 1981, and a site plan of Phase IV and Building thereon prepared by Melton, Kimbley, Packard & DeVoss, Inc., certified by James D. Melton, a registered professional

engineer, under date of November 30, 1981, all of which is incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Marion County, Indiana in Horizontal Property Plan File No. 81-74543, as of DEC. 8, 1981, as Instrument No. 74543.

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By Phillip R. Duke

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Phillip R. Duke, who acknowledged the execution of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 3rd day of December, 1981.

Stephanie L. Addington
Notary Public

Stephanie L. Addington
(Printed Signature)

My Commission Expires:
June 6, 1985

My County of Residence:
Marion

This Instrument prepared by Philip A. Nicely, Attorney at Law.

81 74544

CONSENT OF MORTGAGEE

The undersigned, First Federal Savings and Loan Association of Indianapolis, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for \$2,800,000.00 from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78567, in the Office of the Recorder of Marion County, Indiana.

Assignment of leases and rents from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78568, as additional security for mortgage.

Security interest in fixtures affecting subject real estate as shown by Financing Statement from Keystone Lakes Associates to First Federal Savings and Loan Association of Indianapolis, recorded October 12, 1979 as Instrument No. 26613.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 3rd day of December, 1981.

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY [Signature]

ATTEST:

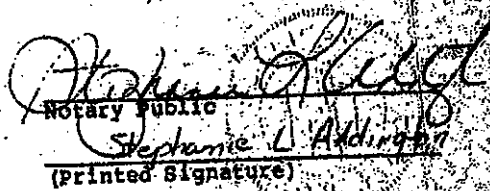
[Signature]
Sally L. Ritz, A/P

-5-

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Max Emper and Gray Ritter by me known and by me known to be the Vice President and Asst Vice Pres, respectively, of First Federal Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgage" on behalf of said First Federal Savings and Loan Association of Indianapolis.

WITNESS my hand and Notarial Seal this 3rd day of December, 1981.

A circular notary seal for Stephanie L. Addington, Notary Public, with a signature over it.
Notary Public
Stephanie L. Addington
(Printed Signature)

My Commission Expires:
June 6, 1985
My County of Residence:
Marion

SCHEDULE OF PERCENTAGE INTEREST OF CONDOMINIUM
UNITS - PHASE I, II, III and IV

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	5.26
19-2	5.26
19-3	5.26
19-4	5.26
20-1	5.26
20-2	5.26
20-3	5.26
20-4	5.26
20-5	5.26
21-1	5.26
21-2	5.26
21-3	5.26
18N-1	5.26
18N-2	5.26
18N-3	5.26
17-1	5.26
17-2	5.26
17-3	5.26
17-4	5.26
TOTAL	100.00%

EXHIBIT A

81 74544

CROSS REFERENCE

82 37745

170
CROSS REFERENCE

FOURTH SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 28th day of
June, 1982, by KEYSTONE LAKES ASSOCIATES, an Indiana partner-
ship ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title
to the following described real estate located in Marion
County, Indiana, to-wit:

Part of the Northeast Quarter of Section 19,
Township 17 North, Range 4 East in Marion
County, Indiana, being more particularly
described as follows:

Commencing at the Northwest Corner of the
Northeast Quarter of Section 19, Township 17
North, Range 4 East; thence South 89°18'25"
East (assumed bearing) along the North line of
said Quarter Section a distance of 1215.88
feet; thence South 00°33'52" West a distance of
641.50 feet; thence South 89°18'25" East
parallel with said North line a distance of
876.04 feet to the Northwest Corner of Lakes At
The Crossing, Phase IV, as recorded in the
Office of the Recorder of Marion County as
Instrument No. 81-74543; thence along the West
side of said Phase IV the following two
courses; thence South 00°41'35" West a distance
of 110.00 feet; thence South 30°30'15" East a
distance of 119.24 feet to the Southwest Corner
of said Phase IV, said corner also being the
Northern most corner of Lakes At The Crossing,
Phase II, as recorded in the Office of the
Recorder of Marion County as Instrument No.
81-27095; thence South 69°25'45" West along the
North line of said Phase II a distance of
224.84 feet to the POINT OF BEGINNING, said
point being the Northwest corner of said Phase
II, said corner also being the Northeast corner
of Lakes At The Crossing, Phase I, as recorded
in the Office of the Recorder of Marion County
as Instrument No. 80-53523; thence South
66°59'07" West along the North line of said
Phase I and the prolongation thereof a distance
of 290.00 feet; thence North 45°00'00" West a
distance of 217.57 feet; thence North 45°00'00"

78
FILED
JUL 15 1982
REC'D
MARION

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
Jul 15 9 21 PM 1982

82 37745

East a distance of 127.40 feet; thence South 89°18'25" East, parallel with the North line of said Quarter Section, a distance of 280.00 feet; thence South 21°44'06" East a distance of 136.89 feet to the Point of Beginning. Containing 1.5552 Acres (67,744.5120 square feet).

(hereinafter referred to as Phase V),

AND

A part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South 89°18'25" East (assumed bearing) along the North line of said Quarter Section a distance of 1215.88 feet; thence South 00°33'52" West a distance of 641.50 feet; thence South 89°18'25" East parallel with said North line a distance of 1031.04 feet; thence South 39°05'43" East a distance of 344.58 feet to the POINT OF BEGINNING, said point being the Southeast corner of Lakes At The Crossing, Phase III as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 81-53750; thence continuing South 39°05'43" East a distance of 80.52 feet; thence South 49°13'17" West a distance of 202.15 feet to the Southeastern corner of Lakes At The Crossing, Phase II, as recorded in the Office of the Recorder of Marion County as Instrument No. 81-27095; thence along the East side of said Phase II the following two courses; North 40°53'16" West a distance of 162.00 feet; North 00°00'00" East a distance of 32.00 feet to the southern most corner of said Phase III; thence North 79°07'07" East along the South line of said Phase III a distance of 212.39 feet to the Point of Beginning. Containing 0.6438 Acres (28,043.9280 square feet)

(hereinafter referred to as Phase VI).

B. On the 29th day of August, 1980, Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the office of the Recorder of Marion County, Indiana on the 2nd day of September, 1980; as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of

82 37745

Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase V and Phase VI are part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase V and Phase VI to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase V and Phase VI into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase V and Phase VI and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the

CONSENT OF MORTGAGEE

The undersigned, First Federal Savings and Loan Association of Indianapolis, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for \$2,800,000.00 from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979, as Instrument #79-78567, in the Office of the Recorder of Marion County, Indiana.

Assignment of leases and rents from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979, as Instrument #79-78568, as additional security for mortgage.

Security interest in fixtures affecting subject real estate as shown by Financing Statement from Keystone Lakes Associates to First Federal Savings and Loan Association of Indianapolis, recorded October 12, 1979, as Instrument #26613.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 30th day of June, 1982.

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

BY Max E. Inghert, Vice President
MAX E. INGHERT.

ATTEST:

Gary G. Ritz, Not. P.
GARY G. RITZ

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Max E. Inghert and Gary G. Ritz, by me known and by me known to be the Vice President and Assistant Vice President, respectively, of First Federal Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said First Federal Savings and Loan Association of Indianapolis.

WITNESS my hand and Notarial Seal this 30th day of June, 1982.

Jay Lynn Hargrave
Notary Public

Jay Lynn Hargrave
(Printed Signature)

My Commission Expires:
October 9, 1984

My County of Residence:
Monroe

This instrument was prepared by Philip A. Nicely, Attorney at Law, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.

82 37745

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	3.7
19-2	3.7
19-3	3.7
19-4	3.7
20-1	3.7
20-2	3.7
20-3	3.7
20-4	3.7
20-5	3.7
21-1	3.7
21-2	3.7
21-3	3.7
18N-1	3.7
18N-2	3.7
18N-3	3.7
17-1	3.7
17-2	3.7
17-3	3.7
17-4	3.7
5-1	3.7
5-2	3.7
5-3	3.7
5-4	3.7
5-5	3.7
5-6	3.7
18S-1	3.7
18S-2	3.7

82 37745

TOTAL 100%

EXHIBIT A

CROSS REFERENCE

82 66278

CROSS REFERENCE

159

FIFTH SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 11th day of November, 1982, by KEYSTONE LAKES ASSOCIATES, an Indiana partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate located in Marion County, Indiana, to-wit:

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South 89°18'25" East (assumed bearing) along the North line of said Quarter Section a distance of 1215.88 feet; thence South 00°33'52" West a distance of 641.50 feet; thence South 89°18'25" East parallel with said North line a distance of 676.04 feet to the POINT OF BEGINNING of the herein described tract; thence continuing South 89°18'25" East parallel with said North line a distance of 200.00 feet to the Northwest Corner of Lakes at the Crossing, Phase IV, as recorded in the Office of the Recorder of Marion County as Instrument No. 81-74543; thence South 00°41'35" West along the West Line of said Phase IV a distance of 110.00 feet; thence South 30°30'15" East along the West Line of said Phase IV a distance of 119.24 feet to the Southwest Corner of said Phase IV and also the Northwest Corner of Lakes at the Crossing, Phase III; as recorded in the Office of the Recorder of Marion County as Instrument No. 81-53750, and also the Northeast Corner of Lakes at the Crossing, Phase II as recorded in the Office of the Recorder of Marion County as Instrument No. 81-27095; thence South 69°25'45" West along the North Line of said Phase II a distance of 224.84 feet to the Northwest Corner of said Phase II and also the Northeast Corner of Lakes at the Crossing, Phase I as recorded in the Office of the Recorder of Marion County as Instrument No. 80-53523 and also the Southeast Corner of Lakes at the Crossing, Phase V as recorded in the Office of the Recorder of Marion County as Instrument No. 82-37743; thence North 21°44'06" West

FILED
NOV 29 1982

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
NOV 29 8 16 AM '82

82 66278

along the East Line of said Phase V a distance of 136.89 feet to the Northeast Corner of said Phase V; thence North 00°41'35" East a distance of 167.00 feet to the Point of Beginning. Containing 1.264 Acres (55,059.840 Square Feet).

(hereinafter referred to as Phase VII).

B. On the 29th day of August, 1980, Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the Office of the Recorder of Marion County, Indiana on the 2nd day of September, 1980, as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase VII is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase VII to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase VII into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

82 66278

1. Declaration. Declarant hereby expressly declares that Phase VII and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and becomes a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase VII hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be one Building containing four (4) Condominium Units in Phase VII as shown on the Supplemental Plans. The Building in Phase VII is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 16. Lakes at the Crossing Horizontal Property Regime or the Tract now has eight (8) Buildings containing thirty-one (31) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit A attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall

82 66278

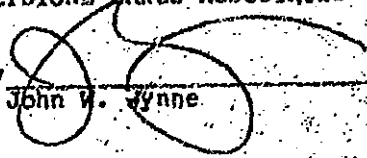
82 66278

be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans include floor and building plans and elevations of the Buildings and Condominium Units prepared by Hutchcraft & Associates, Inc., certified by Clinton E. Hutchcraft, a registered architect under the date of November 10, 1982, and a site plan of Phase VII and the Building thereon prepared by Melton, Kimbley, Packard & DeVoss, Inc., certified by James D. Melton, a registered land surveyor, under date of November 10, 1982, all of which is incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File No. _____, as of Nov. 24, 1982, as Instrument No. 82-66278-3

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By 
John W. Jynne

82-66278

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John W. Wynne, who acknowledged the execution of the above and foregoing Fifth Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 11th day of November, 1982.

Dorothy E. Thomas
Notary Public

(Printed Signature)

DOROTHY E. THOMAS
MY COMMISSION EXPIRES: 9-27-85
MY COUNTY OF RESIDENCE: MARION

My Commission Expires:

My County of Residence:

82 66278

CONSENT OF MORTGAGEE

The undersigned, First Federal Savings and Loan Association of Indianapolis, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for \$2,800,000.00 from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78567, in the Office of the Recorder of Marion County, Indiana.

Assignment of leases and rents from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78568, as additional security for mortgage.

Security interest in fixtures affecting subject real estate as shown by Financing Statement from Keystone Lakes Associates to First Federal Savings and Loan Association of Indianapolis, recorded October 12, 1979 as Instrument No. 26613.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 17th day of November, 1982.

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

By

Max Engbert
MAX ENGERT

ATTEST:

Gary G. Ritz
ASST. VICE PRESIDENT
GARY G. RITZ

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Max E. Eglest and Gary C. Ritz, by me known and by me known to be the Vice President and Assistant Vice President respectively, of First Federal Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgage" on behalf of said First Federal Savings and Loan Association of Indianapolis.

WITNESS my hand and Notarial Seal this 17th day of November 1982.

Joyce E. Penn
Notary Public
Joyce E. Penn
(Printed Signature)

My Commission Expires:
4-13-86

My County of Residence:
Marion

82 66278

This instrument was prepared by Philip A. Nicely, Attorney at Law, BOBE MCKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	3.22
19-2	3.22
19-3	3.22
19-4	3.22
20-1	3.22
20-2	3.22
20-3	3.22
20-4	3.22
20-5	3.22
21-1	3.22
21-2	3.22
21-3	3.22
18N-1	3.22
18N-2	3.22
18N-3	3.22
17-1	3.22
17-2	3.22
17-3	3.22
17-4	3.22
5-1	3.22
5-2	3.22
5-3	3.22
5-4	3.22
5-5	3.22
5-6	3.22
18S-1	3.22
18S-2	3.22
16-1	3.22
16-2	3.22
16-3	3.22
16-4	3.22
TOTAL	100.00%

82 66278

EXHIBIT A

CROSS REFERENCE

83 41317

CROSS REFERENCE 17

SIXTH SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 9th day of June, 1983, by KEYSTONE LAKES ASSOCIATES, an Indiana partnership ("Declarant"),

FILED
121 77
JUN 15 1983
MARION COUNTY, INDIANA

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the following described real estate located in Marion County, Indiana, to-wit:

A part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South 89°18'25" East (assumed bearing) along the North line of said Quarter Section a distance of 1215.88 feet; thence South 00°33'52" West a distance of 641.50 feet; thence South 89°18'25" East parallel with said North line a distance of 457.86 feet to the POINT OF BEGINNING of the herein described tract; thence continuing South 89°18'25" East parallel with said North line a distance of 218.18 feet to the Northwest corner of Lakes at the Crossing, Phase VII, as recorded in the Office of the Recorder of Marion County as Instrument No. 82-66263; thence South 00°41'35" West along the West line of said Phase VII a distance of 167.00 feet to the Northeast Corner of Lakes at the Crossing Phase V as recorded in the Office of the Recorder of Marion County as Instrument No. 82-37743; thence North 89°18'25" West along the North line of said Phase V and parallel with the North line of said Quarter Section a distance of 218.18 feet; thence North 00°41'35" East and parallel with the West line of aforesaid Phase VII a distance of 167.00 feet to the Point of Beginning. Containing 0.8365 acres (36,436.060 sq. ft.) (hereinafter referred to as Phase VIII).

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
JUN 16 10 56 AM '83

B. On the 29th day of August, 1980, Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the

83 41317

Office of the Recorder of Marion County, Indiana on the 2nd day of September, 1980, as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase VIII is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase VIII to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase VIII into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase VIII and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions

83 41317

and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase VIII hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be one (1) Building containing (four) 4 Condominium Units in Phase VIII as shown on the Supplemental Plans. The Building in Phase VIII is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 15. Lakes at the Crossing Horizontal Property Regime or the Tract now has nine (9) Buildings containing thirty-five (35) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit A attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans include floor and building plans and elevations of the Buildings and Condominium Units prepared by Hutchcraft & Associates, Inc., certified by Clinton E. Hutchcraft, a registered architect under

the date of June 3, 1983, and a site plan of Phase VIII and Building thereon prepared by Kimbley, Cope & DeVoss, Inc., certified by Ralph M. Wallem, a registered land surveyor, under date of June 3, 1983, all of which is incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File No. _____, as of _____, 1983, as Instrument No. _____.

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By John W. Wynne
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John W. Wynne, Assistant General Manager of Keystone Lakes Associates, who acknowledged the execution of the above and foregoing Sixth Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 9th day of June, 1983.

Dorothy E. Thomas
Notary Public

Dorothy E. Thomas
(Printed Signature)

My Commission Expires:
5-27-84

My County of Residence:
MARION

83 41317

CONSENT OF MORTGAGEE

The undersigned, First Federal Savings and Loan Association of Indianapolis, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for \$2,800,000.00 from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78567, in the Office of the Recorder of Marion County, Indiana.

Assignment of leases and rents from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78568, as additional security for mortgage.

Security interest in fixtures affecting subject real estate as shown by Financing Statement from Keystone Lakes Associates to First Federal Savings and Loan Association of Indianapolis, recorded October 12, 1979 as Instrument No. 26613.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

83 41317

EXECUTED this 10 day of June, 1983

FIRST FEDERAL SAVINGS AND
LOAN ASSOCIATION

By Max E. Inglett VICE PRES
Max E. Inglett, Vice President

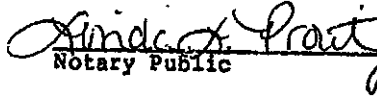
ATTEST:

Gary G. Ritz
Gary G. Ritz
Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Gary G. Ritz and Max E. Inlert, by me known and by me known to be the Vice President and Vice President, respectively, of First Federal Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgage" on behalf of said First Federal Savings and Loan Association of Indianapolis.

WITNESS my hand and Notarial Seal this 10th day of June, 1983.


Notary Public

Linda L. Prouty
(Printed Signature)

My Commission Expires:
5-5-84

My County of Residence:
Johnson

83 41317

This instrument was prepared by Philip A. Nicely, Attorney at Law, BOSE MCKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	2.86
19-2	2.86
19-3	2.86
19-4	2.86
20-1	2.86
20-2	2.86
20-3	2.86
20-4	2.86
20-5	2.86
21-1	2.86
21-2	2.86
21-3	2.86
18N-1	2.86
18N-2	2.86
18N-3	2.86
17-1	2.86
17-2	2.86
17-3	2.86
17-4	2.86
5-1	2.86
5-2	2.86
5-3	2.86
5-4	2.86
5-5	2.86
5-6	2.86
18S-1	2.86

Continued - Page 2

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
18S-2	2.86
16-1	2.86
16-2	2.86
16-3	2.86
16-4	2.86
15-1	2.86
15-2	2.86
15-3	2.86
15-4	2.86
TOTAL	100.00%

830092474

SEVENTH SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

2/51

THIS SUPPLEMENTAL DECLARATION made this 2nd day of
December, 1983, by KEYSTONE LAKES ASSOCIATES, an Indiana
partnership ("Declarant"),

FILED
DEC 16 1983
022556

CROSS REFERENCE

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the real estate located in Marion County, Indiana and more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as Phase IX); real estate located in Marion County, Indiana and more particularly described in the attached Exhibit B, which is incorporated herein by reference (hereinafter referred to as Phase X); and real estate located in Marion County, Indiana and more particularly described in the attached Exhibit C, which is incorporated herein by reference (hereinafter referred to as Phase XI).

B. On the 29th day of August, 1980, Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the Office of the Recorder of Marion County, Indiana on the 2nd day of September, 1980, as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

RECEIVED FOR RECORD
BEITH BLAUGHLIN
RECORDERS & APPLICATORS
Dec 16 3 20 PM '83

C. Phase IX, Phase X and Phase XI are part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase IX, Phase X and Phase XI to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase IX, Phase X and Phase XI into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase IX, Phase X and Phase XI and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase IX, Phase X and Phase XI hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be one (1) Building containing (three) 3 Condominium Units in Phase IX as

shown on the Supplemental Plans; one (1) Building containing (five) 5 Condominium Units in Phase X as shown on the Supplemental Plans; and one (1) Building containing five (5) Condominium Units in Phase XI as shown on the Supplemental Plans. The Building in Phase IX is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 14; the Building in Phase X is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 10, and the Building in Phase XI is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 5A. Lakes at the Crossing Horizontal Property Regime or the Tract now has twelve (12) Buildings containing forty-eight (48) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit D attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans for Phase IX include floor and building plans and elevations of the Buildings and Condominium Units prepared by Hutchcraft &

Associates, Inc., certified by Clinton E. Hutohcraft, a registered architect under the date of November 14, 1983, and a site plan of Phase IX and Building thereon prepared by Kimbley, Cope & DeVoss, Inc., certified by Ralph M. Wallem, a registered land surveyor, under date of November 14, 1983, all of which are incorporated herein by reference.

The Supplemental Plans for Phase X include floor and building plans and elevations of the Buildings and Condominium Units prepared by Leech Architects, Inc., certified by Philip J. Leech, a registered architect, under date of November 15, 1983, and a site plan of Phase X and Building thereon prepared by Kimbley Cope & DeVoss, Inc., certified by Ralph M. Wallem, a registered land surveyor, under date of November 15, 1983, all of which are incorporated herein by reference.

The Supplemental Plans for Phase XI include floor and building plans and elevations of the Buildings and Condominium Units prepared by Leech Architects, Inc., certified by Philip J. Leech, a registered architect, under date of November 15, 1983, and a site plan of Phase XI and Building thereon prepared by Kimbley, Cope & DeVoss, Inc., certified by Ralph M. Wallem, a registered land surveyor, under date of November 28, 1983, all of which are incorporated herein by reference.

The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File as Instrument Numbers 83-92471 (Phase IX), 83-92472 (Phase X) and 83-92473 (Phase XI) as of DECEMBER 16, 1983.

83 92471

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By *[Signature]*
John W. Wynne
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John W. Wynne, Assistant General Manager of Keystone Lakes Associates, who acknowledged the execution of the above and foregoing Sixth Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 2nd day of December, 1983.

Carolyn S. Leary
Notary Public

(Printed Signature)
Carolyn S. Leary
Marion County
Expiration 12-31-88

My Commission Expires: _____

My County of Residence: _____

83 92474

CONSENT OF MORTGAGEE

The undersigned, First Indiana Federal Savings Bank, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Amended and Restated Real Estate Mortgage and Security Agreement between Keystone Lakes Associates, an Indiana general partnership, and First Indiana Federal Savings Bank dated October 27, 1983, and recorded November 2, 1983, as Instrument No. 83-80272, in the Office of the Recorder of Marion County, Indiana.

Amended and Restated Collateral Assignment of Leases and Rents between Keystone Lakes Associates, an Indiana general partnership, and First Indiana Federal Savings Bank dated October 27, 1983, and recorded November 2, 1983, as Instrument No. 83-80273, in the Office of the Recorder of Marion County, Indiana.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 7th day of December, 1983.

FIRST INDIANA FEDERAL SAVINGS
BANK

By James B. Lipe

ATTEST:

Ray E. Pitt

83 92474

STATE OF INDIANA)

) SS:

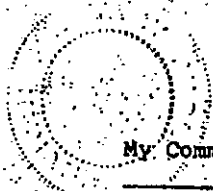
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared James S. Life and Gary G. Ritz, by me known and by me known to be the Senior Vice President and Vice President, respectively, of First Indiana Federal Savings Bank, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said corporation.

WITNESS my hand and Notarial Seal this 7th day of December, 1983.

Victoria S. Stanley
Notary Public

Victoria L. Hensley
(Printed Signature)



My Commission Expires:

5-31-87

My County of Residence:

Johnson

This instrument was prepared by Philip A. Nicely, Attorney at Law, BOSE MCKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South $89^{\circ}18'25''$ East (assumed bearing) along the North Line of said Quarter Section a distance of 1215.88 feet; thence South $00^{\circ}33'52''$ West a distance of 641.50 feet; thence South $89^{\circ}18'25''$ East, parallel with said North Line a distance of 337.97 feet to the POINT OF BEGINNING of the herein described tract; thence continuing South $89^{\circ}18'25''$ East, parallel with said North Line a distance of 119.89 feet to the Northwest Corner of Lakes at the Crossing, Phase VIII, as recorded in the Office of the Recorder of Marion County as Instrument No. 82-41316, thence South $00^{\circ}41'35''$ West along the West Line of said Phase VIII a distance of 167.00 feet to the Southwest Corner of Phase VIII and a point on the North Line of Phase V, as recorded in the Office of the Recorder of Marion County as Instrument No. 82-37743; thence North $39^{\circ}18'25''$ West on and along said North Line a distance 61.82 feet to the Northwest corner of Phase V; thence South $45^{\circ}00'00''$ West on and along Northwest Line of Phase V; a distance of 45.00 feet to a point; thence running North $51^{\circ}04'12''$ West a distance of 114.50 feet; thence North $00^{\circ}41'35''$ East, parallel with the West Line of Phase VIII a distance of 48.00 feet; thence North $38^{\circ}55'48''$ East a distance of 102.28 feet to the Point of Beginning Containing 0.6489 Acres (28,265.1308 Square Feet).

83 92471

Exhibit A

x

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in
Martin County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Town-
ship 17 North, Range 4 East; thence South $89^{\circ}18'25''$ East (assumed bearing) along
the North Line of said Quarter Section a distance of 1215.88 feet; thence South
 $00^{\circ}33'52''$ West a distance of 1075.16 feet to the POINT OF BEGINNING of the here-
in described tract; thence North $90^{\circ}00'00''$ East a distance of 77.57 feet, thence
South $84^{\circ}15'34''$ East a distance of 189.95 feet, thence South $10^{\circ}24'45''$ West a
distance of 165.99 feet, thence South $78^{\circ}46'52''$ West a distance of 158.02 feet,
thence North $15^{\circ}56'43''$ West a distance of 14.56 feet, thence North $90^{\circ}00'00''$ West
a distance of 79.48 feet, thence North $00^{\circ}33'52''$ East a distance of 199.01 feet
to the point of beginning. Containing 1.1088 acres (48,301.283 square feet),
more or less.

83 92474

Exhibit B

XI

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South 89°18'25" East (Assumed Bearing) along the North Line of said Quarter Section a distance of 1215.88 feet; thence South 00°33'52" West a distance of 1075.16 feet to the Northwest Corner of Lakes at the Crossing, Phase X, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. ~~82-37743~~ 83-92472, thence North 90°00'00" East along the North Line of said Phase X a distance of 77.52 feet; thence South 84°15'34" East a distance of 189.95 feet to the Northeast Corner of said Phase X, said point also being the POINT OF BEGINNING of the herein described tract; thence North 45°00'00" East a distance of 164.36 feet, to a point on the Westerly line of Lakes at the Crossing, Phase V, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-37743; thence South 45°00'00" East along said line a distance of 112.13 feet to the Southwest Corner thereof, thence North 66°59'07" East on and along the South line of said Phase V a distance of 8.44 feet; thence South 28°29'13" East a distance of 215.00 feet; thence South 29°40'22" West a distance of 35.99 feet; thence North 62°23'13" West a distance of 73.36 feet; thence South 69°44'13" West a distance of 234.35 feet; thence North 27°15'13" West a distance of 72.00 feet; to the Southwest Corner of the aforementioned Lakes at the Crossing, Phase X, thence North 13°24'45" East on and along the East Line of said Phase X a distance of 165.99 feet to the point of beginning. Containing 1.5181 acres (66,128.7350 square feet), more or less.

83 92474

Exhibit C

LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Buildings and Unit</u>	<u>Percentage Interest</u>
19-1	2.08
19-2	2.08
19-3	2.08
19-4	2.08
20-1	2.08
20-2	2.08
20-3	2.08
20-4	2.08
20-5	2.08
21-1	2.08
21-2	2.08
21-3	2.08
18N-1	2.08
18N-2	2.08
18N-3	2.08
17-1	2.08
17-2	2.08
17-3	2.08
17-4	2.08
5-1	2.08
5-2	2.08
5-3	2.08
5-4	2.08
5-5	2.08
5-6	2.08
18S-1	2.08
18S-2	2.08
16-1	2.08
16-2	2.08
16-3	2.08
16-4	2.08
15-1	2.08
15-2	2.08
15-3	2.08
15-4	2.08

83 92474

Condominium Unit
Buildings and Unit

Percentage Interest

14-1	2.08
14-2	2.08
14-3	2.08
10-1	2.08
10-2	2.08
10-3	2.08
10-4	2.08
10-5	2.08
5A-1	2.08
5A-2	2.08
5A-3	2.08
5A-4	2.08
5A-5	2.08

100.00%

83 92474

Exhibit D, Page 2 of 2

CROSS REFERENCE

840026357

CROSS REFERENCE 1703

EIGHTH SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 3RD day of APRIL, 1984, by KEYSTONE LAKES ASSOCIATES, an Indiana partnership ("Declarant"),

FILED ENTERED
FOR TAXATION
APR 11 1984 7 8 80
COUNTY CLERK

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the real estate located in Marion County, Indiana and more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as Phase XII).

RECEIVED FOR RECORD
BETH O'LEIGH
RECORDER-MARION CO.
APR 11 1 35 PM '84

B. On the 29th day of August, 1980, Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the Office of the Recorder of Marion County, Indiana on the 2nd day of September, 1980, as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

RECEIVED FOR RECORD
BETH O'LEIGH
RECORDER-MARION CO.
APR 11 1 35 PM '84

C. Phase XII is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association, Inc.

in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase XII to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase XII into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase XII and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase XII hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be one (1) Building containing (five) 5 Condominium Units in Phase XII as shown on the Supplemental Plans. The Building in Phase XII is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 4. Lakes at the Crossing Horizontal Property Regime or the Tract now has thirteen (13) Buildings containing fifty-three (53) Condominium Units.

84 26357

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit B attached hereto and made a part hereof.

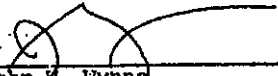
4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans for Phase XII include floor and building plans and elevations of the Buildings and Condominium Units prepared by Leech Architects, Inc., certified by Philip J. Leech, a registered architect under the date of March 27, 1984, and a site plan of Phase XII and Building thereon prepared by Kimbley, Cope & DeVoss, Inc., certified by Ralph M. Wallom, a registered land surveyor, under date of March 23, 1984, all of which is incorporated herein by reference. The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File as Instrument No. 84-26356 as of April 11, 1984.

84 26357

EXECUTED the day and year first above written.

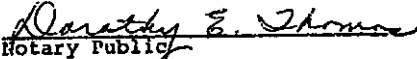
KEYSTONE LAKES ASSOCIATES

By 
John W. Wynne
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John W. Wynne, Assistant General Manager of Keystone Lakes Associates, who acknowledged the execution of the above and foregoing Sixth Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 3rd day of April, 1934.


Notary Public

DOROTHY E. THOMAS
(Printed Signature)

My Commission Expires:
5-27-34

My County of Residence:
MARION

84 26357

1

CONSENT OF MORTGAGEE

The undersigned, First Federal Savings and Loan Association of Indianapolis, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Mortgage for \$2,800,000.00 from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78567, in the Office of the Recorder of Marion County, Indiana.

Assignment of leases and rents from Keystone Lakes Associates, an Indiana partnership, to First Federal Savings and Loan Association of Indianapolis, dated October 10, 1979, recorded October 12, 1979 as Instrument #79-78568, as additional security for mortgage.

Security interest in fixtures affecting subject real estate as shown by Financing Statement from Keystone Lakes Associates to First Federal Savings and Loan Association of Indianapolis, recorded October 12, 1979 as Instrument No. 26613.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 10th day of April, 1984.

84 26357

FIRST INDIANA FEDERAL SAVINGS BANK

By: Gary G. Ritz v.p.
Gary G. Ritz Vice President

ATTEST:

R. Douglas Sylvester Assistant Vice President
-5-

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Gary G. Ritz and R. D. G. Swisher by me known and by me known to be the Vice President and Assistant Vice President, respectively, of First Indiana Federal Savings Bank, who acknowledged the execution of the foregoing "Consent of Mortgage" on behalf of said First Indiana Federal Savings Bank.

WITNESS my hand and Notarial Seal this 6th day of April, 1984.

Victoria S. Hensley
Notary Public
Victoria S. Hensley
(Printed Signature)

My Commission Expires:
5-31-87

My County of Residence:
Johnson

This instrument was prepared by Philip A. Nicely, Attorney at Law, BOSE MCKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.

84 26357

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South $89^{\circ}18'25''$ East (Assumed Bearing) along the North line of said Quarter Section a distance of 1215.88 feet; thence South $00^{\circ}33'52''$ West, a distance of 1839.19 feet; thence North $50^{\circ}12'59''$ East, a distance of 496.03 feet to the POINT OF BEGINNING; thence North $27^{\circ}25'14''$ West, a distance of 225.79 feet to the Southwest Corner of Lakes at the Crossing, Phase XI, as recorded in the office of the Recorder of Marion County, Indiana, December 16, 1983 by Instrument No. 83-92473; thence North $69^{\circ}44'13''$ East, on and along the South line of said Phase XI, a distance of 234.35 feet; thence South $62^{\circ}23'13''$ East, on and along the South line of said Phase XI, a distance of 73.36 feet; thence North $29^{\circ}40'22''$ East, on and along the South line of said Phase XI, a distance of 35.98 feet to the most Easterly corner of said Phase XI; thence South $28^{\circ}29'13''$ East, a distance of 40.22 feet; thence South $00^{\circ}00'00''$ East, a distance of 105.92 feet; thence South $90^{\circ}00'00''$ West, a distance of 52.63 feet; thence South $50^{\circ}12'59''$ West, a distance of 215.02 feet to the point of beginning. Containing 1.1675 acres (50,854.2⁵⁹ square feet) more or less.

84 26357

84 26357

EXHIBIT "A"

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	1.89
19-2	1.89
19-3	1.89
19-4	1.89
20-1	1.89
20-2	1.89
20-3	1.89
20-4	1.89
20-5	1.89
21-1	1.89
21-2	1.89
21-3	1.89
18N-1	1.89
18N-2	1.89
18N-3	1.89
17-1	1.89
17-2	1.89
17-3	1.89
17-4	1.89
5-1	1.89
5-2	1.89
5-3	1.89
5-4	1.89
5-5	1.89
5-6	1.89
18S-1	1.89
18S-2	1.89
16-1	1.89
16-2	1.89
16-3	1.89
16-4	1.89
15-1	1.89
15-2	1.89
15-3	1.89
15-4	1.89
14-1	1.89
14-2	1.89
14-3	1.89
10-1	1.89
10-2	1.89
10-3	1.89
10-4	1.89
10-5	1.89

84 26357

Continued - Page 2

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
5A-1	1.89
5A-2	1.89
5A-3	1.89
5A-4	1.89
5A-5	1.89
4-1	1.89
4-2	1.89
4-3	1.89
4-4	1.89
4-5	1.89
TOTAL	100.00%

81 26357

CROSS REFERENCE

840070633

50
CROSS REFERENCE

NINTH SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 31st day of August, 1984, by KEYSTONE LAKES ASSOCIATES, an Indiana partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the real estate located in Marion County, Indiana and more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as Phase XIII).

B. On the 29th day of August, 1980; Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the Office of the Recorder of Marion County, Indiana on the 2nd day of September, 1980, as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase XIII is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association,

SEP 10 1984
MARION COUNTY
CLERK OF COURSE

RECEIVED FOR RECORD
RETH O'LAUGHLIN
RECORDER-MARION CO.
SEP 10 8 40 AM '84

Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase XIII to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase XIII into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase XIII and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase XIII hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be one (1) Building containing (four) 4 Condominium Units in Phase XIII as shown on the Supplemental Plans. The Building in Phase XIII is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 8. Lakes at the Crossing Horizontal Property Regime or the Tract now has fourteen (14) Buildings containing fifty-seven (57) Condominium Units.

84 70633

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit B attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

84 70633

5. Supplemental Plans. The Supplemental Plans for Phase XIII include floor and building plans and elevations of the Buildings and Condominium Units prepared by Leech Architects, Inc., certified by Philip J. Leech, a registered architect under the date of August 24, 1984, and a site plan of Phase XIII and Building thereon prepared by Kimbley, Cope & DeVoss, Inc., certified by Ralph M. Wallem, a registered land surveyor, under date of August 24, 1984, all of which are incorporated herein by reference.

The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File as Instrument Numbers 84-70637 as of September 10, 1984.

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By *[Signature]*
John W. Wynne
Assistant General Manager

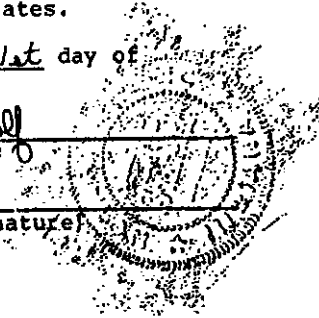
STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John W. Wynne, Assistant General Manager of Keystone Lakes Associates, who acknowledged the execution of the above and foregoing Ninth Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 31st day of August, 1984.

NORMA J. WOLF
Marion County
Expiration 1-11-86

Norma J. Wolf
Notary Public
(Printed Signature)



My Commission Expires:

My County of Residence:

84 70633

84 70633

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17, North, Range 4 East; thence South $89^{\circ}18'25''$ East (Assumed Bearing) along the North Line of said Quarter Section a distance of 1215.88 feet; thence South $00^{\circ}33'52''$ West a distance of 1075.16 feet to the Northwest Corner of Lakes at the Crossing, Phase X, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92472, thence North $90^{\circ}00'00''$ East along the North Line of said Phase X a distance of 77.52 feet; thence South $84^{\circ}15'34''$ East a distance of 139.95 feet to the Northeast Corner of said Phase X, said point also being the POINT OF BEGINNING of the herein described tract; thence North $10^{\circ}51'41''$ West a distance of 116.24 feet; thence North $51^{\circ}04'12''$ West a distance of 150.00 feet; thence North $37^{\circ}33'55''$ East a distance of 76.43 feet; thence North $53^{\circ}43'39''$ East a distance of 87.88 feet; thence North $90^{\circ}00'00''$ East a distance of 32.00 feet to the Western most corner of Lakes at the Crossing, Phase IX, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92471; thence South $51^{\circ}04'12''$ East on and along the Westerly Line of said Phase I, a distance of 114.50 feet to the Southerly most corner of the aforementioned Phase IX, said corner being a point on the Westerly Line of Lakes at the Crossing, Phase II, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-37743; thence South $45^{\circ}00'00''$ West on and along the Westerly Line of said Phase V, a distance of 82.40 feet; thence South $45^{\circ}00'00''$ East a distance of 105.44 feet to a point on the Westerly Line of said Phase V, said point being the Northern most corner of Lakes at the Crossing, Phase XI, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92473; thence South $45^{\circ}00'00''$ West on and along the North Line of said Phase XI, a distance of 164.36 feet to the Point of Beginning. Containing 0.9065 acres (39,489.11 square feet), more or less.

Subject to all Rights-of-Ways and Easements of Record. *Exhibit A*

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	1.754
19-2	1.754
19-3	1.754
19-4	1.754
20-1	1.754
20-2	1.754
20-3	1.754
20-4	1.754
20-5	1.754
21-1	1.754
21-2	1.754
21-3	1.754
18N-1	1.754
18N-2	1.754
18N-3	1.754
17-1	1.754
17-2	1.754
17-3	1.754
17-4	1.754
5-1	1.754
5-2	1.754
5-3	1.754
5-4	1.754
5-5	1.754
5-6	1.754
18S-1	1.754

84 70633

EXHIBIT B
Page 1 of 3

Condominium Unit
Building and Unit

Percentage Interest

18S-2	1.754
16-1	1.754
16-2	1.754
16-3	1.754
16-4	1.754
15-1	1.754
15-2	1.754
15-3	1.754
15-4	1.754
14-1	1.754
14-2	1.754
14-3	1.754
10-1	1.754
10-2	1.754
10-3	1.754
10-4	1.754
10-5	1.754
5A-1	1.754
5A-2	1.754
5A-3	1.754
5A-4	1.754
5A-5	1.754
4-1	1.754
4-2	1.754
4-3	1.754
4-4	1.754
4-5	1.754

84 70633

Condominium Unit
Building and Unit

Percentage Interest

8-1	1.754
8-2	1.754
8-3	1.754
8-4	<u>1.754</u>
TOTAL	100%

84 70633

EXHIBIT B
Page 3 of 3

CONSENT OF MORTGAGEE

The undersigned, First Indiana Federal Savings Bank,
being the holder of existing mortgages and other security on
the real estate described in this Supplemental Declaration as
follows:

Amended and Restated Real Estate Mortgage and
Security Agreement between Keystone Lakes
Associates, an Indiana general partnership, and
First Indiana Federal Savings Bank dated October 27,
1983, and recorded November 2, 1983, as Instrument
No. 83-80272, in the Office of the Recorder of
Marion County, Indiana.

84 70633

Amended and Restated Collateral Assignment of Leases
and Rents between Keystone Lakes Associates, an
Indiana general partnership, and First Indiana
Federal Savings Bank dated October 27, 1983, and
recorded November 2, 1983, as Instrument No.
83-80273, in the Office of the Recorder of Marion
County, Indiana.

hereby consents to the recording of the above and foregoing
Supplemental Declaration of Lakes at the Crossing Horizontal
Property Regime and the submission of the real estate described
therein to the provisions of the Horizontal Property Law of the
State of Indiana, and further agrees that its mortgages and
other security with respect to the Tract shall be subject to
the provisions of the Act and the above and foregoing Supple-
mental Declaration and Exhibits attached thereto and the docu-
ments incorporated therein; provided, however, except and to
the extent that the mortgages and other security are modified
by this Consent, such mortgages and other security shall remain
in full force and effect.

EXECUTED this 31st day of August, 1984.

FIRST INDIANA FEDERAL SAVINGS
BANK

ATTEST

John J. Law
Assistant Treasurer

By [Signature]

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John J. Thullen and John F. Lawson by me known and by me known to be the Assistant Treasurer and Assistant Treasurer, respectively, of First Indiana Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgage" on behalf of said First Federal Savings and Loan Association of Indianapolis.

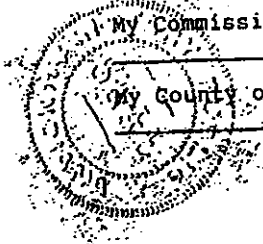
WITNESS my hand and Notarial Seal this 31st day of August, 1984.

Victoria L. Hensley
Notary Public

(Printed Signature)

VICTORIA L. HENSLEY
Commission Expires 4-30-87
County of Residence: Johnson

My Commission Expires: _____
My County of Residence: _____



84 70633

This instrument was prepared by Philip A. Nicely, Attorney at Law, BOSE MCKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.

Condominium Unit

Building and Unit

Percentage Interest

8-1	1.5625
8-2	1.5625
8-3	1.5625
8-4	1.5625
11-1	1.5625
11-2	1.5625
11-3	1.5625
11-4	1.5625
11-5	1.5625
11-6	1.5625
11-7	<u>1.5625</u>

TOTAL

100%

84 79007

Condominium Unit
Building and Unit

Percentage Interest

18S-2	1.5625
16-1	1.5625
16-2	1.5625
16-3	1.5625
16-4	1.5625
15-1	1.5625
15-2	1.5625
15-3	1.5625
15-4	1.5625
14-1	1.5625
14-2	1.5625
14-3	1.5625
10-1	1.5625
10-2	1.5625
10-3	1.5625
10-4	1.5625
10-5	1.5625
5A-1	1.5625
5A-2	1.5625
5A-3	1.5625
5A-4	1.5625
5A-5	1.5625
4-1	1.5625
4-2	1.5625
4-3	1.5625
4-4	1.5625
4-5	1.5625

84 79007

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	1.5625
19-2	1.5625
19-3	1.5625
19-4	1.5625
20-1	1.5625
20-2	1.5625
20-3	1.5625
20-4	1.5625
20-5	1.5625
21-1	1.5625
21-2	1.5625
21-3	1.5625
18N-1	1.5625
18N-2	1.5625
18N-3	1.5625
17-1	1.5625
17-2	1.5625
17-3	1.5625
17-4	1.5625
5-1	1.5625
5-2	1.5625
5-3	1.5625
5-4	1.5625
5-5	1.5625
5-6	1.5625
18S-1	1.5625

84 79007

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South $89^{\circ}18'25''$ East (Assumed Bearing) on and along the North Line of said Quarter Section a distance of 1215.88 feet; thence South $00^{\circ}33'52''$ West a distance of 1274.17 feet to the Southwest Corner of Lakes at the Crossing Phase X, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92472; thence South $90^{\circ}00'00''$ East along the South Line of said Phase X a distance of 79.48 feet; thence South $15^{\circ}56'43''$ East a distance of 14.56 feet to a corner on the South Line of said Phase X, said point also being the POINT OF BEGINNING of the herein described tract; thence continuing on the South Line of said Phase X, North $78^{\circ}46'52''$ East a distance of 158.02 feet to the Southeast Corner of said Phase X, said point also being a corner on the West Line of Lakes at the Crossing Phase XI, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92473; thence South $27^{\circ}25'13''$ East on and along the West Line of said Phase XI and the West line of Lakes at the Crossing Phase XII, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-26356, a distance of 297.79 feet to the Southwest Corner of said Phase XII; thence South $50^{\circ}12'59''$ West a distance of 164.12 feet; thence North $35^{\circ}09'57''$ West a distance of 213.59 feet; thence North $25^{\circ}12'04''$ West a distance of 75.15 feet; thence North $06^{\circ}32'22''$ West a distance of 96.63 feet to the point of beginning. Containing 1.3811 Acres (60,159.69 square feet), more or less.

84 79007

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John J. Thullen and R. Douglas Suttlesby, by me known and by me known to be the Asst. Treasurer and Asst. Vice President, respectively, of First Indiana Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgage" on behalf of said First Federal Savings and Loan Association of Indianapolis.

WITNESS my hand and Notarial Seal this October, 1984.


Notary Public

BETH A. THOMAS
(Printed Signature)

My Commission Expires:

November 1, 1985

My County of Residence:

Marion County

84 79007

This instrument was prepared by Philip A. Nicely, Attorney at Law, BOSE MCKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.

CONSENT OF MORTGAGEE

The undersigned, First Indiana Federal Savings Bank, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Amended and Restated Real Estate Mortgage and Security Agreement between Keystone Lakes Associates, an Indiana general partnership, and First Indiana Federal Savings Bank dated October 27, 1983, and recorded November 2, 1983, as Instrument No. 83-80272, in the Office of the Recorder of Marion County, Indiana.

Amended and Restated Collateral Assignment of Leases and Rents between Keystone Lakes Associates, an Indiana general partnership, and First Indiana Federal Savings Bank dated October 27, 1983, and recorded November 2, 1983, as Instrument No. 83-80273, in the Office of the Recorder of Marion County, Indiana.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 5th day of October, 1984.

FIRST INDIANA FEDERAL SAVINGS
BANK

By [Signature]
John J. Thullen, Asst. Treas.

ATTEST:

[Signature]
L. Douglas Finsterlin
Asst. Vice President

84 79007

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By *Phillip R. Duke*
Phillip R. Duke
General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Phillip R. Duke, General Manager of Keystone Lakes Associates, who acknowledged the execution of the above and foregoing Tenth Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 4 day of October, 1984.

NORMA J. WOLF
Marion County
Expiration 1-11-86

Norma J. Wolf
Notary Public

(Printed Signature)



My Commission Expires: _____

My County of Residence: _____

84 79007

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit B attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans for Phase XIV include floor and building plans and elevations of the Buildings and Condominium Units prepared by Leech Architects, Inc., certified by Philip J. Leech, a registered architect under the date of October 4, 1984, and a site plan of Phase XIV and Building thereon prepared by Kimbley, Cope & DeVoss, Inc., certified by Ralph M. Wallem, a registered land surveyor, under date of October 4, 1984, all of which are incorporated herein by reference.

The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File as Instrument Numbers 84-0079006 as of OCTOBER 9, 1984.

84 79007

Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase XIV to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase XIV into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase XIV and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase XIV hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be one (1) Building containing (seven) 7 Condominium Units in Phase XIV as shown on the Supplemental Plans. The Building in Phase XIV is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 11. Lakes at the Crossing Horizontal Property Regime or the Tract now has fifteen (15) Buildings containing sixty-four (64) Condominium Units.

CROSS REFERENCE

CROSS REFERENCE

18370

840079007

TENTH SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 4th day of
October, 1984, by KEYSTONE LAKES ASSOCIATES, an Indiana
partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple
to the real estate located in Marion County, Indiana and more
particularly described in the attached Exhibit A, which is
incorporated herein by reference (hereinafter referred to as
Phase XIV).

B. On the 29th day of August, 1980, Declarant executed a
Declaration of Horizontal Property Ownership for Lakes at the
Crossing Horizontal Property Regime which was recorded in the
Office of the Recorder of Marion County, Indiana on the 2nd day
of September, 1980, as Instrument No. 80-53523 (the "Declara-
tion"). Attached to the Declaration is the Code of By-Laws of
Lakes at the Crossing Horizontal Property Regime. The Declara-
tion and By-Laws are incorporated herein by reference and all
of the terms and definitions as described therein are hereby
adopted and shall have the same meaning in this Supplemental
Declaration.

C. Phase XIV is part of the Real Estate described in
paragraph A of the recitals of the Declaration. Paragraph 21
of the Declaration provides that all or part of the Real Estate
may be annexed to Lakes at the Crossing Horizontal Property
Regime, incorporated into the Declaration and the Owners
thereof become members of The Crossing Homeowners Association.

FULLY ENTERED
FOR TAXATION
Oct 8 10 24 81
COUNTY CLERK
MARION CO. IN

DEPT OF AGRICULTURE
RECORDER-MARION CO.
Oct 9 9 16 AM '84

RECORDER-MARION CO.
OCT 9 9 16 AM '84

OCT 9 9 16 AM '84

1184B

CROSS REFERENCE

850017050

9/15/85
850017050

ELEVENTH SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 8 day of
March, 1985, by KEYSTONE LAKES ASSOCIATES, an
Indiana partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title
to the real estate located in Marion County, Indiana and more
particularly described in the attached Exhibit A, which is
incorporated herein by reference (hereinafter referred to as
Phase XV); real estate located in Marion County, Indiana and
more particularly described in the attached Exhibit B, which is
incorporated herein by reference (hereinafter referred to as
Phase XVI).

B. On the 29th day of August, 1980, Declarant executed
Declaration of Horizontal Property Ownership for Lakes at the
Crossing Horizontal Property Regime which was recorded in the
Office of the Recorder of Marion County, Indiana on the 2nd
of September, 1980, as Instrument No. 80-53523 (the "Declara-
tion"). Attached to the Declaration is the Code of By-Laws of
Lakes at the Crossing Horizontal Property Regime. The Declara-
tion and By-Laws are incorporated herein by reference and all
of the terms and definitions as described therein are hereby
adopted and shall have the same meaning in this Supplemental
Declaration.

C. Phase XV and Phase XVI are part of the Real Estate
described in paragraph A of the recitals of the Declaration.

DUPLICATE
FOR TAXATION
MR 85005381
COUNTY AUDITOR
Marion County, Indiana

RECEIVED FOR RECORD
RPH STAGGILLIN
RECORDER-MARION CO.
MAR 9 3 21 PM '85

Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association, Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase XV and Phase XVI to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase XV and Phase XVI into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase XV and Phase XVI and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase XV and Phase XVI hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be one (1) Building containing (three) 3 Condominium Units in Phase XV as shown on the Supplemental Plans; one (1) Building containing

850017050

four (4) Condominium Units in Phase XVI as shown on the Supplemental Plans. The Building in Phase XV is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 2; the Building in Phase XVI is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 4. Lakes at the Crossing Horizontal Property Regime or the Tract now has seventeen (17) Buildings containing seventy-one (71) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit C attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans for Phase XV include floor and building plans and elevations of the Buildings and Condominium Units prepared by Leech Architects, Inc., certified by Philip J. Leech, a registered architect under the date of February 26, 1985, and a site plan of Phase XV and Building thereon prepared by Kimbley & DeVoss, Inc., certified by Ralph M. Wallem, a registered land surveyor, under date of February 22, 1985, all of which are incorporated herein by reference.

850017050

The Supplemental Plans for Phase XVI include floor and building plans and elevations of the Buildings and Condominium Units prepared by Leech Architects, Inc., certified by Philip J. Leech, a registered architect under the date of February 26, 1985, and a site plan of Phase XVI and Buildings thereon prepared by Kimbley & DeVoss, Inc., certified by Ralph M. Wallem, a registered land surveyor, under date of February 22, 1985, all of which are incorporated herein by reference.

The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File as Instrument Numbers 85-17048 (Phase XV) and 85-17049 (Phase XVI), as of March, 1985.

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By



STATE OF INDIANA)
) SS:
COUNTY OF MARION)

John W. Wynne
Assistant General Manager

Before me, a Notary Public in and for said County and State, personally appeared John W. Wynne, ~~Assistant General Manager~~ of Keystone Lakes Associates, who acknowledged the execution of the above and foregoing Tenth Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

850017050

WITNESS my hand and Notarial Seal this 5 day of
March, 1985.

NORMA J. WOLF
Macon County
Expiration 1-11-86

Norma J. Wolf
Notary Public

(Printed Signature)

My Commission Expires:

My County of Residence:



850017050

CONSENT OF MORTGAGEE

The undersigned, First Indiana Federal Savings Bank,
being the holder of existing mortgages and other security on
the real estate described in this Supplemental Declaration as
follows:

Amended and Restated Real Estate Mortgage and
Security Agreement between Keystone Lakes
Associates, an Indiana general partnership, and
First Indiana Federal Savings Bank dated October 27,
1983, and recorded November 2, 1983, as Instrument
No. 83-80272, in the Office of the Recorder of
Marion County, Indiana.

Amended and Restated Collateral Assignment of Leases
and Rents between Keystone Lakes Associates, an
Indiana general partnership, and First Indiana
Federal Savings Bank dated October 27, 1983, and
recorded November 2, 1983, as Instrument No.
83-80273, in the Office of the Recorder of Marion
County, Indiana.

herety consents to the recording of the above and foregoing
Supplemental Declaration of Lakes at the Crossing Horizontal
Property Regime and the submission of the real estate described
therein to the provisions of the Horizontal Property Law of the
State of Indiana, and further agrees that its mortgages and
other security with respect to the Tract shall be subject to
the provisions of the Act and the above and foregoing Supple-
mental Declaration and Exhibits attached thereto and the docu-
ments incorporated therein; provided, however, except and to
the extent that the mortgages and other security are modified
by this Consent, such mortgages and other security shall remain
in full force and effect.

EXECUTED this 5th day of MARCH, 1985.

FIRST INDIANA FEDERAL SAVINGS
BANK

ATTEST:

Vicki Hensley
Vicki Hensley

By

[Signature]
James J. Fullerton, Asst. Vice President

850017050

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Wicki Hensley and John J. Thullen, by me known and by me known to be the Closing Officer and Asst. Vice President, respectively, of First Indiana Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said First Federal Savings and Loan Association of Indianapolis.

WITNESS my hand and Notarial Seal this 5th day of March, 1985.

Jan Kenneth Jiri
Commission Expires 4-30-88
County of Residence: Marion

Jan Kenneth Jiri
Notary Public

(Printed Signature)



My Commission Expires: _____

My County of Residence: _____

This instrument was prepared by Philip A. Nicely, Attorney at Law, BOSE MCKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.

850017050

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South $89^{\circ}18'25''$ East (Assumed Bearing) on and along the North line of said Quarter Section, a distance of 1215.88 feet; thence South $00^{\circ}33'52''$ West a distance of 1274.17 feet to the Southwest Corner of Lakes at the Crossing Phase X, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92472; thence South $90^{\circ}00'00''$ East on and along the South line of said Phase X a distance of 79.48 feet; thence South $15^{\circ}56'43''$ East on and along the Southerly line of Phase X a distance of 14.56 feet to a corner on the South line of Phase X, said point also being the Northwest corner of Lakes at the Crossing Phase XIV, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-79007; thence North $78^{\circ}46'52''$ East on and along the North line of said Phase XIV and on and along the South line of said Phase X, a distance of 158.02 feet to the Northeast corner of said Phase XIV, said point also being the Southeast corner of said Phase X; thence South $27^{\circ}25'13''$ East on and along the East line of said Phase XIV a distance of 297.79 feet to the Southeast corner of said Phase XIV, said point also being the Southwesterly corner of Lakes at the Crossing Phase XII as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-26356; thence North $50^{\circ}12'59''$ East on and along the Southerly line of said Phase XII, a distance of 131.02 feet to the POINT OF BEGINNING of the herein described tract; thence continuing North $50^{\circ}12'59''$ East on and along the Southerly line of said Phase XII, a distance of 84.00 feet to a corner on the Southerly line of said Phase XII; thence South $90^{\circ}00'00''$ East on and along the Southerly line of said Phase XII a distance of 52.63 feet to the Southeasterly corner of said Phase XII; thence North $00^{\circ}00'00''$ East on and along the Easterly line of said Phase XII, a distance of 39.00 feet; thence South $42^{\circ}36'08''$ East a distance of 191.44 feet to the centerline of Union Chapel Road; thence South $49^{\circ}13'17''$ West on and along said centerline a distance of 157.00 feet; thence North $40^{\circ}19'00''$ West, a distance of 197.65 feet to the point of beginning. Containing 0.6637 acres (28,910.73 square feet) more or less.

850017050 *Mate (see Plan)*

EXHIBIT A
PAGE 1 OF 1

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South $89^{\circ}18'25''$ East (Assumed Bearing) on and along the North line of said Quarter Section a distance of 1215.88 feet; thence South $00^{\circ}33'52''$ West a distance of 965.16 feet to the POINT OF BEGINNING of the herein described tract; thence North $90^{\circ}00'00''$ East a distance of 33.00 feet; thence North $49^{\circ}45'30''$ East, a distance of 122.94 feet to the most Westerly corner of Lakes at the Crossing Phase XIII, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-70632; thence South $51^{\circ}04'12''$ East on and along the Southwesterly line of said Phase XIII a distance of 150.00 feet to a corner on the Southwesterly line of said Phase XIII; thence South $10^{\circ}51'41''$ East on and along the Westerly line of said Phase XIII, a distance of 116.24 feet to the Southwest corner of said Phase XIII, said point also being the Northeast corner of Lakes at the Crossing Phase X, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92472; thence North $84^{\circ}15'34''$ West on and along the North line of said Phase X, a distance of 189.95 feet to a corner on the North line of said Phase X; thence North $90^{\circ}00'00''$ West on and along the North line of said Phase X, a distance of 77.52 feet to the Northwest corner of said Phase X; thence North $00^{\circ}33'52''$ East, a distance of 110.00 feet to the point of beginning. Containing 0.8487 acres (36,970.76 square feet), more or less.

Matches plan

850017050

EXHIBIT B
PAGE 1 OF 1

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	1.4084
19-2	1.4084
19-3	1.4084
19-4	1.4084
20-1	1.4084
20-2	1.4084
20-3	1.4084
20-4	1.4084
20-5	1.4084
21-1	1.4084
21-2	1.4084
21-3	1.4084
18N-1	1.4084
18N-2	1.4084
18N-3	1.4084
17-1	1.4084
17-2	1.4084
17-3	1.4084
17-4	1.4084
5-1	1.4084
5-2	1.4084
5-3	1.4084
5-4	1.4084
5-5	1.4084
5-6	1.4084
18S-1	1.4084

Condominium Unit
Building and Unit

Percentage Interest

18S-2	1.4084
16-1	1.4084
16-2	1.4084
16-3	1.4084
16-4	1.4084
15-1	1.4084
15-2	1.4084
15-3	1.4084
15-4	1.4084
14-1	1.4084
14-2	1.4084
14-3	1.4084
10-1	1.4084
10-2	1.4084
10-3	1.4084
10-4	1.4084
10-5	1.4084
5A-1	1.4084
5A-2	1.4084
5A-3	1.4084
5A-4	1.4084
5A-5	1.4084
4-1	1.4084
4-2	1.4084
4-3	1.4084
4-4	1.4084
4-5	1.4084

Condominium Unit
Building and Unit

Percentage Interest

8-1	1.4084
8-2	1.4084
8-3	1.4084
8-4	1.4084
11-1	1.4084
11-2	1.4084
11-3	1.4084
11-4	1.4084
11-5	1.4084
11-6	1.4084
11-7	1.4084
2-1	1.4084
2-2	1.4084
2-3	1.4084
9-1	1.4084
9-2	1.4084
9-3	1.4084
9-4	1.4084
TOTAL	100%

850017050

EXHIBIT C

Page 3 of 3

CROSS REFERENCE

850023916

1713B

CORRECTED ELEVENTH SUPPLEMENTAL DECLARATION OF LAKES
AT THE CROSSING HORIZONTAL PROPERTY REGIME

CROSS REFERENCE
DUTY ENTERED
FOR TAXATION
APR 1 1985 07 37 A
Dorita M. Robinson

THIS CORRECTED SUPPLEMENTAL DECLARATION made this 1st day of April, 1985, by KEYSTONE LAKES ASSOCIATES, an Indiana partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. On March 8, 1985 Declarant recorded an Eleventh Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime in the Office of the Recorder of Marion County as Instrument No. 85-17050 (the "Eleventh Supplement").

B. There is a scrivener's error in the Eleventh Supplement which Declarant wishes to correct.

NOW, THEREFORE, Declarant makes this Corrected Eleventh Supplemental Declaration as follows:

1. Amendment of Paragraph 2: The second sentence of Paragraph 2 of the Eleventh Supplement is amended to provide that the Building in Phase XVI identified in the Supplemental Plans and in the Eleventh Supplement is Building 9, not Building 4.

2. Incorporation. This Corrected Eleventh Supplemental Declaration shall be incorporated into and made a part of the Eleventh Supplement, and all provisions of the Eleventh Supplement not amended or modified hereby shall remain in full force and effect.

Executed the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By John W. Wynne
John W. Wynne
Assistant General Manager
by Thomas L. Hefner, his
Attorney in Fact

RECORDED FOR RECORD
REC'D BY ALBERT
RECORDING DIVISION
APR 2 8 31 AM '85

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Thomas L. Hefner, as Attorney in Fact for John W. Wynne, by me known and by me known to be the Assistant General Manager of Keystone Lakes Associates, who acknowledged the execution of the foregoing "Corrected Eleventh Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime" on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 1st day of April, 1985.

Carol S. Leary
Notary Public

Carolyn S. Leary
(Printed Signature)

My Commission Expires:

11-11-86

My County of Residence:

Marion

850023916

CONSENT OF MORTGAGEE

The undersigned, First Indiana Federal Savings Bank, being the holder of existing mortgages and other security on the real estate affected by this Corrected Eleventh Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime, hereby consents to the recording of the above and foregoing Corrected Eleventh Supplemental Declaration. The undersigned further agrees that its mortgages and other security, recorded as Instrument Nos. 83-80272 and 83-80273, respectively, in the Marion County Recorder's Office, shall be subject and subordinate to the Corrected Eleventh Supplemental Declaration; provided, however, that except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 1st day of April, 1985.

FIRST INDIANA FEDERAL SAVINGS
BANK

ATTEST:

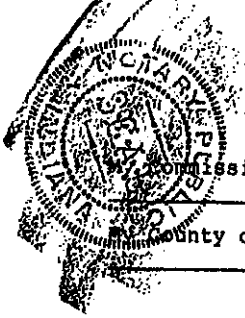
James G. Mount
James G. Mount
Vice President
STATE OF INDIANA)
COUNTY OF MARION) SS:

By

John J. Thullen
John J. Thullen, Asst. Vice President

Before me, a Notary Public in and for said County and State, personally appeared John J. Thullen and James G. Mount, by me known and by me known to be the Asst. Vice President and Vice President, respectively, of First Indiana Federal Savings Bank, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said First Indiana Federal Savings Bank.

WITNESS my hand and Notarial Seal this 1st day of
April, 1985.



Victoria L. Hensley
Notary Public

(Printed Signature)

VICTORIA L. HENSLEY
Commission Expires 4-30-87
County of Residence: Johnson

Commission Expires: _____

County of Residence: _____

This instrument was prepared by Dayle Pierson Eby, Attorney at
Law, BOSE McKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101,
Indianapolis, Indiana 46240.

.850023916

1

2228B

CROSS REFERENCE

CROSS REFERENCE

850031425

1850
10

TWELFTH SUPPLEMENTAL DECLARATION OF LAKES AT THE CROSSING
HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 24th day of April, 1985, by KEYSTONE LAKES ASSOCIATES, an Indiana partnership ("Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title to the real estate located in Marion County, Indiana and more particularly described in the attached Exhibit A, which is incorporated herein by reference (hereinafter referred to as Phase XVII).

B. On the 29th day of August, 1980, Declarant executed a Declaration of Horizontal Property Ownership for Lakes at the Crossing Horizontal Property Regime which was recorded in the Office of the Recorder of Marion County, Indiana on the 2nd day of September, 1980, as Instrument No. 80-53523 (the "Declaration"). Attached to the Declaration is the Code of By-Laws of Lakes at the Crossing Horizontal Property Regime. The Declaration and By-Laws are incorporated herein by reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase XVII is part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration and the Owners thereof become members of The Crossing Homeowners Association,

APR 26 1985 09 58 A.M.
DULY ENTERED FOR TAXATION
Carter M. Williams

APR 26 3 42 PM '85
RECORDED & INDEXED
MARION COUNTY REC'D

Inc. in accordance with the conditions in paragraph 21 of the Declaration and the filing of the Supplemental Declaration by Declarant. All conditions relating to the annexation of Phase XVII to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby incorporates Phase XVII into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase XVII and all appurtenant easements, Dwelling Units, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed; located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase XVII hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description of Buildings. There shall be one (1) Building containing (four) 4 Condominium Units in Phase XVII as shown on the Supplemental Plans. The Building in Phase XVII is identified and referred to in the Supplemental Plans and in this Supplemental Declaration as Building 1. Lakes at the Crossing Horizontal Property Regime or the Tract now has eighteen (18) Buildings containing seventy-five (75) Condominium Units.

850031425

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract (as now defined) is as set forth in Exhibit 1 attached hereto and made a part hereof.

4. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of a Condominium Unit shall constitute an agreement that the provisions of this Supplemental Declaration, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by each Owner, tenant and occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as if those provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

5. Supplemental Plans. The Supplemental Plans for Phase XVII include floor and building plans and elevations of the Buildings and Condominium Units prepared by Leech Architects, Inc., certified by Philip J. Leech, a registered architect under the date of April 16, 1985, and a site plan of Phase XVII and Building thereon prepared by Kimbley, Cope & DeVoss, Inc., certified by Ralph M. Wallen, a registered land surveyor, under date of April 16, 1985, all of which are incorporated herein by reference.

The Supplemental Plans setting forth the layout, location, identification and dimension of the Condominium Units identified in this Supplemental Declaration are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana in Horizontal Property Plan File as Instrument Numbers 85-31424 as of April 26, 1985.

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By *[Signature]*
John W. Wynne
Assistant General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John W. Wynne, Assistant General Manager of Keystone Lakes Associates, who acknowledged the execution of the above and foregoing Twelfth Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime for and on behalf of said Keystone Lakes Associates.

WITNESS my hand and Notarial Seal this 24th day of April, 1965.

Carolyn S. Carey
Notary Public

(Printed Signature)

Carolyn S. Carey
Marion County
Expiration 12-11-66

My Commission Expires:

My County of Residence:

850031425

CONSENT OF MORTGAGEE

The undersigned, First Indiana Federal Savings Bank, being the holder of existing mortgages and other security on the real estate described in this Supplemental Declaration as follows:

Amended and Restated Real Estate Mortgage and Security Agreement between Keystone Lakes Associates, an Indiana general partnership, and First Indiana Federal Savings Bank dated October 27, 1983, and recorded November 2, 1983, as Instrument No. 83-80272, in the Office of the Recorder of Marion County, Indiana.

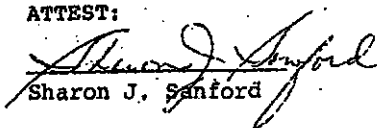
Amended and Restated Collateral Assignment of Leases and Rents between Keystone Lakes Associates, an Indiana general partnership, and First Indiana Federal Savings Bank dated October 27, 1983, and recorded November 2, 1983, as Instrument No. 83-80273, in the Office of the Recorder of Marion County, Indiana.

hereby consents to the recording of the above and foregoing Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime and the submission of the real estate described therein to the provisions of the Horizontal Property Law of the State of Indiana, and further agrees that its mortgages and other security with respect to the Tract shall be subject to the provisions of the Act and the above and foregoing Supplemental Declaration and Exhibits attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgages and other security are modified by this Consent, such mortgages and other security shall remain in full force and effect.

EXECUTED this 24th day of April, 1985.

FIRST INDIANA FEDERAL SAVINGS
BANK

ATTEST:


Sharon J. Sanford

By 

John J. Thullen
Asst. Vice President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John J. Thullen and Sharon J. Sanford by me known and by me known to be the Asst. Vice President and ~~XXXXXXXXXXXXXXXXXXXX~~ respectively, of First Indiana Savings and Loan Association of Indianapolis, who acknowledged the execution of the foregoing "Consent of Mortgagee" on behalf of said First Federal Savings and Loan Association of Indianapolis.

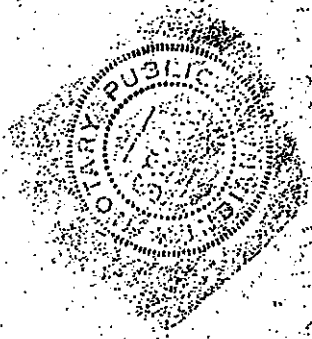
WITNESS my hand and Notarial Seal this 24th day of April, 1985.

M. Virginia Hammond
Notary Public

M. Virginia Hammond
(Printed Signature)

My Commission Expires:
April 16, 1988

My County of Residence:
Marion



This instrument was prepared by Philip A. Nicely, Attorney at Law, BOSE MCKINNEY & EVANS, 8900 Keystone Crossing, Suite 1101, Indianapolis, Indiana 46240.

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South 89°18'25" East (Assumed Bearing) on and along the North line of said Quarter Section, a distance of 1215.88 feet; thence South 00°33'52" West, a distance of 641.50 feet; thence South 89°18'25" East, parallel with the North line of said Quarter Section, a distance of 1031.04 feet; thence South 39°05'43" East, a distance of 425.10 feet to the centerline of Union Chapel Road; thence South 49°13'17" West on and along said centerline, a distance of 569.50 feet to the POINT OF BEGINNING, said point also being the most Southerly corner of Lakes at the Crossing Phase I, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 80-53523; thence continuing South 49°13'17" West on and along said centerline, a distance of 199.35 feet to the most Easterly corner of Lakes at the Crossing Phase XV, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 85-17048; thence North 42°36'00" West on and along the Northeasterly line of said Phase XV, a distance of 191.44 feet to the Northeasterly corner of said Phase XV, said point also being on the East line of Lakes at the Crossing Phase XII, as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 84-26356; thence North 00°00'00" East on and along the East line of said Phase XII, a distance of 46.00 feet; thence North 90°00'00" East, a distance of 28.00 feet; thence North 60°37'36" East, a distance of 147.42 feet to the Southwesterly line of said Phase I; thence South 43°52'48" East on and along the Southwesterly line of said Phase I, a distance of 179.00 feet to the point of beginning. Containing 0.8974 acres (39,092.37 square feet) more or less.

Exhibit A
Page 1 of 1

850031425

LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

<u>Condominium Unit Building and Unit</u>	<u>Percentage Interest</u>
19-1	1.333
19-2	1.333
19-3	1.333
19-4	1.333
20-1	1.333
20-2	1.333
20-3	1.333
20-4	1.333
20-5	1.333
21-1	1.333
21-2	1.333
21-3	1.333
18N-1	1.333
18N-2	1.333
18N-3	1.333
17-1	1.333
17-2	1.333
17-3	1.333
17-4	1.333
5-1	1.333
5-2	1.333
5-3	1.333
5-4	1.333
5-5	1.333
5-6	1.333
18S-1	1.333

Condominium Unit
Building and Unit

Percentage Interest

18S-2	1.333
16-1	1.333
16-2	1.333
16-3	1.333
16-4	1.333
15-1	1.333
15-2	1.333
15-3	1.333
15-4	1.333
14-1	1.333
14-2	1.333
14-3	1.333
10-1	1.333
10-2	1.333
10-3	1.333
10-4	1.333
10-5	1.333
5A-1	1.333
5A-2	1.333
5A-3	1.333
5A-4	1.333
5A-5	1.333
4-1	1.333
4-2	1.333
4-3	1.333
4-4	1.333
4-5	1.333

Condominium Unit
Building and Unit

Percentage Interest

8-1	1.333
8-2	1.333
8-3	1.333
8-4	1.333
11-1	1.333
11-2	1.333
11-3	1.333
11-4	1.333
11-5	1.333
11-6	1.333
11-7	1.333
2-1	1.333
2-2	1.333
2-3	1.333
9-1	1.333
9-2	1.333
9-3	1.333
9-4	1.333
1-1	1.333
1-2	1.333
1-3	1.333
1-4	<u>1.333</u>
TOTAL	100%

EXHIBIT B

Page 3 of 3

850031425

4950B

CROSS REFERENCE

850092201

1600
(1)

THIRTEENTH SUPPLEMENTAL DECLARATION OF
LAKES AT THE CROSSING HORIZONTAL PROPERTY REGIME

THIS SUPPLEMENTAL DECLARATION made this 18th day of
September, 1985, by KEYSTONE LAKES ASSOCIATES, an Indiana
partnership ("Declarant"),

W I T N E S S E S :

COPIES OF THIS INSTRUMENT
MADE BY
George R. Starnes

DEPT 1886028563
DUPLICATE
FOR TAXATION

WHEREAS, the following facts are true:

A. Declarant is the sole owner of the fee simple title
to the real estate located in Marion County, Indiana and more
particularly described in the attached Exhibit A, which is
incorporated herein by reference (hereinafter referred to as
"Phase XVIII"); real estate located in Marion County, Indiana
and more particularly described in the attached Exhibit B,
which is incorporated herein by reference (hereinafter referred
to as "Phase XIX"); and real estate located in Marion County,
Indiana and more particularly described in the attached
Exhibit C, which is incorporated herein by reference
(hereinafter referred to as "Phase XX").

RECEIVED FOR RECORD
SET IN LAUSH IN
RECORDS-MARION CO.
OCT 22 11 07 AM '85

B. On the 29th day of August, 1980, Declarant executed
a Declaration of Horizontal Property Ownership for Lakes at the
Crossing Horizontal Property Regime which was recorded in the
Office of the Recorder of Marion County, Indiana on the 2nd day
of September, 1980, as Instrument No. 80-53523 (the
"Declaration"). Attached to the Declaration is the Code of
By-Laws of Lakes at the Crossing Horizontal Property Regime.
The Declaration and By-Laws are incorporated herein by

reference and all of the terms and definitions as described therein are hereby adopted and shall have the same meaning in this Supplemental Declaration.

C. Phase XVIII, Phase XIX and Phase XX are part of the Real Estate described in paragraph A of the recitals of the Declaration. Paragraph 21 of the Declaration provides that all or part of the Real Estate may be annexed to Lakes at the Crossing Horizontal Property Regime, incorporated into the Declaration in accordance with the conditions in paragraph 21 of the Declaration and the filing of a Supplemental Declaration by Declarant. Phases XVIII, XIX and XX should have been included as Common Area in one of the previous Supplemental Declarations filed, but were inadvertently not included in any of the previous Supplemental Declarations. All conditions relating to the annexation of Phase XVIII, Phase XIX and Phase XX to the Tract of Lakes at the Crossing Horizontal Property Regime have been met, and Declarant, by execution of this Supplemental Declaration, hereby corrects the failure to include Phases XVIII, XIX and XX in any previous Supplemental Declaration and hereby incorporates Phase XVIII, Phase XIX and Phase XX into Lakes at the Crossing Horizontal Property Regime.

NOW, THEREFORE, Declarant makes this Supplemental Declaration as follows:

1. Declaration. Declarant hereby expressly declares that Phase XVIII, Phase XIX and Phase XX and all appurtenant easements, Buildings, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon is hereby annexed to and become a part of Lakes at the Crossing Horizontal Property Regime as if such originally had been included in the Declaration, and shall hereafter be held as Common Area, subject to the covenants, restrictions and provisions of the Declaration, the Act, the By-Laws, and the rules

850092201

and regulations as adopted by the Board of Managers, as each may be amended from time to time. Phase XVIII, Phase XIX, and Phase XX hereafter and for all purposes shall be included in the definition of "Tract" as defined in paragraph 1(c) of the Declaration.

2. Description. There are no Buildings in Phases XVIII, XIX or XX. Phase XVIII contains the Club House, swimming pool and tennis courts as shown on the Supplemental Plans; Phase XIX and Phase XX are vacant. The Tract has eighteen (18) Buildings containing seventy-five (75) Condominium Units.

3. Percentage Interest. The Percentage Interest of each Condominium Unit in the Tract as set forth in Exhibit B of the Twelfth Supplemental Declaration recorded in the Marion County Recorder's Office on April 26, 1985 as Instrument No. 85-31425 remains the same and this Thirteenth Supplemental Declaration makes no change in the Percentage Interest.

4. Supplemental Plans. The Supplemental Plans setting forth the layout and location of the Club House, swimming pool and tennis courts and the Supplemental Plan describing the vacant land are incorporated into the Declaration, added to the plans filed with the Declaration, and have been filed in the Office of the Recorder of Marion County, Indiana in Horizontal Property Plan File as Instrument Numbers 85-92198 (Phase XVIII); 85-92199 (Phase XIX); and 85-92200 (Phase XX) as of 10-22, 1985.

EXECUTED the day and year first above written.

KEYSTONE LAKES ASSOCIATES

By John W. Wynne
Its President & General Manager

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared John W. Owens and, by me known and by me known to be the Real Estate Manager and, respectively, of Keystone Lakes Associates, who acknowledged the execution of the foregoing "Thirteenth Supplemental Declaration of Lakes at the Crossing Horizontal Property Regime" on behalf of said corporation.

Witness my hand and Notarial Seal this 18th day of September, 1985.

Sandra S. Smith
Notary Public

SANDRA S. Smith
(Printed Signature)

My Commission Expires: March 3, 1989

My County of Residence: Hamilton

THIS INSTRUMENT PREPARED BY
Phillip A. Diefel

850092201

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify that the attached plat is true and correct to the best of my knowledge and belief, representing a plan of the Development known as Lakes at the Crossing, Phase XVIII, the Legal Description for which is as follows:

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South 89°18'25" East (Assumed Bearing) along the North line of said Quarter Section a distance of 1215.88 feet; thence South 00°33'52" West a distance of 1075.16 feet to the Northwest Corner of Lakes at the Crossing, Phase X, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92472; thence North 90°00'00" East on and along the North Line of said Phase X a distance of 77.52 feet; thence South 64°15'34" East on and along said line a distance of 189.95 feet to the Northeast Corner of said Phase X, said point also being a corner on the Northwest line of Lakes at the Crossing, Phase XI, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92473; thence North 45°00'00" East on and along the Northwest line of said Phase XI a distance of 164.36 feet to the most Northerly corner of said Phase XI, said point also being on the Southwest Line of Lakes at the Crossing, Phase V, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 82-37743; thence South 45°00'00" East on and along the Northeast Line of said Phase XI and on and along the Southwest Line of said Phase V a distance of 112.13 feet; thence North 66°59'07" East on and along said line a distance of 8.44 feet to the POINT OF BEGINNING of the herein described tract; thence continuing North 86°59'07" East on and along the South Line of said Phase V a distance of 158.79 feet to the Northwest corner of Lakes at the Crossing, Phase I as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 80-53523; thence South 24°10'46" East on and along the West Line of said Phase I a distance of 201.85 feet; thence South 43°52'48" on and along said West Line a distance of 70.77 feet to the most Northerly corner of Lakes at the Crossing Phase XVII, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 85-31424; thence South 60°37'36" West on and along the Northwesterly Line of said Phase XVII a distance of 147.42 feet; thence South 90°00'00" West on and along said line a distance of 28.00 feet to a point on the East Line of Lakes at the Crossing, Phase XII, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-26356; thence North 00°00'00" East on and along the East Line of said Phase XII a distance of 20.92 feet; thence North 28°29'13" West on and along the East line of said Phase XII and Phase XI a distance of 255.22 feet to the point of beginning. Containing 0.9686 acres (42,202.4 square feet), more or less.

EXHIBIT A

850092201

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify that the attached plat is true and correct to the best of my knowledge and belief, representing a plan of the Development known as Lakes at the Crossing, Phase XIX, the Legal Description for which is as follows:

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South 89°18'25" East (Assumed Bearing) on and along the North Line of said Quarter Section a distance of 1215.88 feet; thence South 00°33'52" West a distance of 641.50 feet to the POINT OF BEGINNING of the herein described tract; thence South 89°18'25" East, parallel with the North line of said Northeast Quarter, a distance of 337.97 feet to the Northwest corner of Lakes at the Crossing, Phase IX as recorded in the Office of the Recorder of Marion County, Indiana; as Instrument No. 83-92471; thence South 38°55'48" West on and along the West line of said Phase IX a distance of 102.28 feet; thence South 00°41'35" West on and along said West line a distance of 48.00 feet to a corner on the North line of Lakes at the Crossing, Phase XIII, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-70632; thence North 90°00'00" West on and along the Northerly line of said Phase XIII a distance of 32.00 feet; thence South 52°43'39" West on and along said line a distance of 87.88 feet; thence South 37°33'55" West on and along said line a distance of 76.43 feet to the most Northerly corner of Lakes at the Crossing, Phase XVI, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 85-17049; thence South 49°45'30" West on and along the North line of said Phase XVI a distance of 122.94 feet; thence South 90°00'00" West on and along said line a distance of 33.00 feet to the Northwest corner of said Phase XVI; thence North 00°33'52" East a distance of 323.66 feet to the point of beginning. Containing 1.4773 acres (64,351.5 square feet), more or less.

EXHIBIT B

850092201

CERTIFICATE OF SURVEY

I, the undersigned, do hereby certify that the attached plat is true and correct to the best of my knowledge and belief, representing a plan of the Development known as Lakes at the Crossing, Phase XX, the Legal Description for which is as follows:

Part of the Northeast Quarter of Section 19, Township 17 North, Range 4 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter of Section 19, Township 17 North, Range 4 East; thence South 89°18'25" East (Assumed Bearing) on and along the North Line of said Quarter Section a distance of 1115.88 feet; thence South 00°33'52" West a distance of 1274.17 feet to the POINT OF BEGINNING of the herein described tract, said point also being the Southwest corner of Lakes at the Crossing, Phase X, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-92472; thence North 90°00'00" East on and along the South Line of said Phase X a distance of 79.48 feet; thence South 15°56'43" East on and along said line a distance of 14.56 feet to the Northwest corner of Lakes at the Crossing, Phase XIV, as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-79007; thence South 06°32'22" East on and along the West Line of said Phase XIV a distance of 96.63 feet; thence South 25°12'04" East on and along said line a distance of 75.15 feet; thence South 35°09'57" East on and along said line a distance of 213.59 feet to the Southwest corner of said Phase XIV; thence South 50°12'59" West a distance of 331.91 feet; thence North 00°33'52" East a distance of 565.02 feet to the point of beginning. Containing 1.7791 acres (77,496.9 square feet), more or less.

850092201

EXHIBIT C