

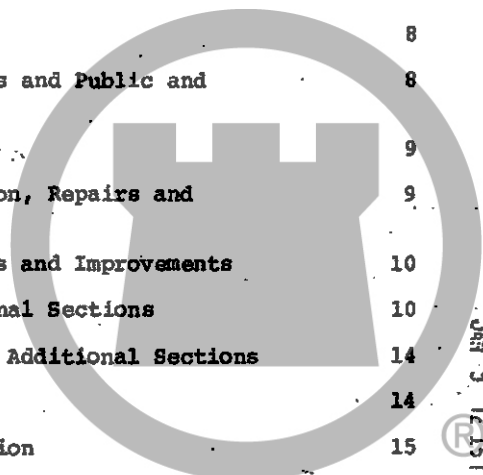
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DECLARATION OF  
HORIZONTAL PROPERTY OWNERSHIP  
NORTH WILLOW PARK  
HORIZONTAL PROPERTY REGIME

THIS DECLARATION, made this 31st day of December, 1980, by the "Declarant", R & P Enterprises, Inc., a corporation,

WITNESSETH:

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

The description of the subject real estate is attached hereto and made part hereof, as though fully set out herein, as Exhibit "A", (hereinafter referred to as Section 1), and the description of the total Tract, hereinafter referred to, is also attached hereto as Exhibit "B" (hereinafter referred to as the "Tract"), same being described on Exhibit "B" as two separate parcels, to-wit: Parcel I and Parcel II.

B. Declarant, by execution of this Declaration or a Supplemental Declaration or Declarations, creates a Horizontal Property Regime upon the Tract, subject to the provisions of the Horizontal Property Act 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 Act of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended. The Act is incorporated herein by reference.
- (b) "Additional Sections" means the real estate referred to in paragraph 16, which may in part or in whole from time to time be annexed to and included within "the Regime" as provided in paragraph 16, all of which will be part of the proposed Tract.

- (c) "Association" means the incorporated association of Co-Owners of "the Regime", more particularly described in paragraph 13.
- (d) "Board of Managers" means the governing body of the Association 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.
- (e) "Building", if and when used, shall mean and be the same as "Dwelling Unit, or "Dwelling Units" where more than one such unit is contained in one edifice.
- (f) "By-Laws" means the By-Laws of the Association providing for the administration and management of the Property 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.
- (g) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in paragraph 6 of this Declaration.
- (h) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, except as otherwise expressly provided in this Declaration or the By-Laws, and all sums lawfully assessed against the Owners by the Association or as declared by the Act, this Declaration or the By-Laws.
- (i) "Co-Owners" means the Owners of all the Dwelling Units.
- (j) "Declarant" means the Owner of the real estate described at the time of the filing of this Declaration, its successors and assigns to its interest herein, other than those persons who purchase Dwelling Units by deed from the Declarant, unless the conveyance indicates an intent that grantee become the Declarant.
- (k) "Dwelling Unit" means one of the individual units constituting "the Regime", each individual unit being more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration.

- (l) "Formula" means the method set forth in paragraph 16 of this Declaration for computing the adjustment to be made to the Percentage Interest applied to each Dwelling Unit as each Section is annexed.
- (m) "Storage Areas" shall mean storage areas intended and designed to serve and be used exclusively by the Owner of a particular Dwelling Unit, if any, as shown and designated on the Plans.
- (n) "The Regime" means the name by which the Property and Horizontal Property Regime shall be known.
- (o) "Limited Areas" means the limited common areas and facilities as defined in Paragraph 7 of this Declaration.
- (p) "Mortgagee" means the holder of any mortgage lien on a Dwelling Unit.
- (q) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who owns the fee simple title to a Dwelling Unit.
- (r) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appurtenant to each Dwelling Unit as determined in accordance with paragraphs 8 and 16 of this Declaration.
- (s) "Percentage Vote" means that percentage of the total vote accruing to all of the Dwelling Units which is applicable to each particular Dwelling Unit and accrues to the Owners 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 applicable to such Owner's Dwelling Unit.
- (t) "Section" means a part of the Tract upon which Dwelling Units are constructed and annexed to "the Regime" as provided in paragraph 16. Each particular Section shall be identified by an Arabic numeral designation corresponding to the order of annexation.
- (u) "Plans" means the floor and building plans of the Buildings and Dwelling Units in Section 1,

and a site plan, survey and elevation of the Section and Buildings, duly certified, all of which is incorporated herein by reference. "Plans" also shall include the Supplemental Plans which shall be prepared, verified and filed with each Supplemental Declaration, depicting the layout, elevation, location, building numbers and Dwelling Unit numbers, and dimensions of the Dwelling Units which are constructed on the Sections of the Tract when and if annexed to and made a part of "the Regime".

- (v) "Property" means the Tract and appurtenant easements, the Dwelling Units, the Buildings, improvements, and property of every kind and nature whatsoever, real, personal and mixed, and all replacements thereof, now or hereafter located upon the Tract and used in connection with the operation, use and enjoyment of "the Regime".
- (w) "Tract" means the total real estate described in paragraph A above, of which the respective Sections will be a part and set out fully in Exhibit "B".

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 Dwelling Units. There are 36 dwelling units in Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and in this Declaration as Dwelling Units numbered 1-24, 37-40, 53-60. The Dwelling Units in the Additional Section or Sections thereof, if annexed, shall be identified numerically, the exact number of Dwelling Units to be identified and referred to in the Supplemental Declaration and Supplemental Plans annexing such Section or Sections to "the Regime".

PERCENTAGE INTEREST FOR EACH UNIT IN SECTION 1 IS .02777777

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4. Identification of Dwelling Unit. Each Dwelling Unit is also identified by an Arabic number on the Plans, same referring to the individual Dwelling Unit.

The legal description for each Dwelling Unit shall consist of the Arabic number designation of the particular Dwelling Unit.

5. Further Description of Dwelling Units.

(a) Appurtenances. Each Dwelling Unit shall consist of all space within the boundaries thereof as herein-after defined and all portions thereof situated within such boundaries, including, but not limited to, all fixtures, facilities, utilities, equipment, appliances, and structural components designated and intended solely and exclusively for the enjoyment, use and benefit of the Dwelling 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 Dwelling Unit or which may be necessary for the safety, support, maintenance, use and operation of any of the Dwelling Units 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 Dwelling Unit shall constitute a part of such Dwelling Unit, whether or not the same is located within or partly within or without the boundaries of such Dwelling Unit.

(b) Boundaries. The boundaries of each Dwelling Unit shall be shown on the Plans and will include all areas to the outside surfaces of all perimeter construction of the Dwelling Units, including garages. In the case of attached Dwelling Units or Dwelling Units consisting of two stories, the vertical boundaries shall run from the upper surface of the lowest floor joist or slab to the upper surface of the roof, except as otherwise provided in paragraph 5(a). In such attached Dwelling Units, the horizontal boundaries shall be the exterior surface of the perimeter inside walls of the respective Dwelling Units, including the garages. In the event of any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or ceiling of the Dwelling Unit because of inexactness of construction, settling after construction, or for

any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside of the actual boundary line of the Dwelling Unit, but within the appropriate area of the Dwelling Unit.

6. Common Area and Facilities. Common areas mean and include (1) the Tract, (2) the respective Sections contained in that Tract, (3) the yards, gardens, sidewalks and driveways, except for those driveways designed to serve particular individual garage units, (4) central electricity, gas, water, and sanitary sewer mains serving the Dwelling Units, (5) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit, (6) pipes, ducts, electrical wiring and conduits, public utility lines and central television antenna wiring, (7) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas.

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

- (a) Storage Area Spaces. Storage Areas, if any, shall be limited to the exclusive use of a particular Dwelling Unit as designated on the Plans. The exclusive use of such Storage Areas shall pass with title to the Dwelling Unit for which such Area is designated, even though not expressly mentioned in the document passing title. The Storage Areas and use thereof shall be subject to such rules and regulations as the Board of Managers may deem appropriate and adopt. An Owner may grant a license to any other Owner to use all or part of his Storage Area, provided such license shall expire when the Owner granting the license ceases to be an Owner of the Dwelling Unit for which the Storage Area is designated. Any such license agreement shall be in writing and an executed copy thereof shall be furnished to the Board of Managers and the licensee shall be bound by and subject to all the obligations of the Owner with respect to such Storage Area; provided, however, that the Owner granting such license shall not be relieved thereby from any of his obligations regarding such Storage Area.

- (b) Entranceways. The entranceways through which access to a Dwelling Unit is obtained is limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (c) Patios and Balconies. The patios, balconies, courtyards and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant as designated.
- (d) Driveways. The driveways, walkways, and similar areas used for access to particular individual Dwelling Units serving such Dwelling Units are limited to the use of the Dwelling Unit so served.

8. Ownership of Common Area 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 Dwelling Unit's Percentage Interest. Each Dwelling Unit's Percentage Interest in the Common Areas and Limited Areas shall be determined in accordance with the Formula set forth in paragraph 16 of this Declaration.

If the Regime consists only of Section 1, each Dwelling Unit's Percentage Interest shall be that as each Unit bears to all units in the Section. If any Sections are annexed, as permitted and contemplated by paragraph 16 of this Declaration, upon execution of the applicable Supplemental Declaration, the Percentage Interest of each Dwelling Unit in the Section or Sections which are a part of the Regime prior to such annexation will automatically reduce in accordance with the Formula. The Owners of Dwelling Units in the Section or Sections which are a part of the Regime prior to such annexation shall be granted and receive a Percentage Interest in the Common Area of such Section of the additional Tract being annexed, the precise Percentage Interest to be determined according to the Formula and designated in the Supplemental Declaration annexing Percentage Interest as set forth in this paragraph 8 of sixty percent (60%) of the Co-Owners, based upon their Percentage Interest.

The Percentage Interest appurtenant to each Dwelling Unit as determined by paragraph 16 also shall be the Percentage Vote allocable to the Owner thereof in all matters with respect to the Regime and the Association upon which the Co-Owners are entitled to vote, but not limited to, the election of the Board of Managers.

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9. Encroachments and Easements for Common Areas. If, by reason of the location, construction settling, or shifting of a Dwelling Unit, a Common Area or Limited Area now encroaches or shall hereafter encroach upon any Dwelling 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.

10. Real Estate Taxes. Real Estate taxes are to be separately taxed to each Dwelling Unit as provided in the Act. In the event that for any year real estate taxes are not separately assessed and taxed to each Dwelling Unit, but are assessed and taxed on the Tract, or a part thereof, as a whole, then each Owner shall pay his proportionate share of the real estate taxes. Each Owner's proportionate share will be determined as follows:

- (a) With respect to the real estate taxes assessed against the land, the amount of such taxes shall be made according to the Percentage Interest and the Formula and will apply to all real estate in Sections effectively brought into the Horizontal Property Regime. Declarant will pay for the taxes on the real estate until annexed, at which time the Owners will pay all of same according to the Percentage Interest.
- (b) With respect to the real estate taxes assessed against the improvements, the respective Owners will be fully obligated to pay the amounts assessed against same.
- (c) All other taxes assessed against the real estate or improvements shall be calculated by the formula and paid for according to the 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.

12. 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 "the Regime" 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.

13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-Owners of the Dwelling Units in "the Regime" to be known as the North Willow Park Co-Owners Association. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

The Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-Laws. The Co-Owners shall be entitled to cast their Percentage Vote for the election of the Board of Managers.

The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the property.

14. Maintenance, Decoration, Repairs and Replacements. The Co-Owners' Association will be responsible for the maintenance, repairs, decoration and replacement of the exterior of each Dwelling Unit except the glass portions. The Board of Managers reserve the exclusive right to determine the outside decor of each Dwelling Unit inclusive, but not exclusive of, color and paint, and all decor appurtenant to the aesthetics of each individual unit. Exclusive of those aesthetics that are visible from outside the Dwelling Units, Owner shall control and reserve the right of decor of this Dwelling Unit on the inside. Each Owner shall repair any defect occurring in his Dwelling Unit which, if not repaired, might adversely affect any Dwelling Unit, Common Area or Limited Area. Maintenance, repairs, replacements and upkeep of the Common Areas shall be furnished by the Association as part of the Common Expenses.

The Board of Managers shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee same.

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 the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintenance of same.

15. Alterations, Additions, and Improvements. No Owner shall make any alterations or additions to the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alterations to his respective Dwelling Unit and within the boundaries thereof which would adversely affect the safety or structural portion of the Dwelling Unit.

16. Expansion by Sections. Declarant anticipates that it will construct additional Dwelling Units on the Additional Sections by expansion within the Tract, all or part of which may be expanded in the manner hereinafter set forth, and subject to the provisions of the Act. The general plan of development to be consistent in the number of Dwelling Units per Section as contained for and upon Exhibit "A" (Section 1) and the maximum number of Dwelling Units to be contained in the Tract (Exhibit "B") is 280. A time limit, not exceeding ten (10) years, shall be the limit where additional Sections may be added.

At any time prior to October 1, 1990, Declarant, at its option, may, but is not obligated to, cause all or part of the Additional Section or Sections within the Tract to be expanded, subject to the following conditions:

- (a) Another Section or Sections may be annexed if the Dwelling Units to be constructed in such Section or Sections have been substantially completed and the Supplemental Plans to be filed with the Supplemental Declaration are completed, certified to be the engineer or architect as fully and accurately depicting the layout, location, and dimensions of the Dwelling Units. Declarant shall reserve the right to determine the developmental standards of each Section.
- (b) The Dwelling Units on any Section to be annexed shall be constructed with labor and material of comparable quality to the Dwelling Units previously constructed although not necessarily of similarly type floor plan, design or exterior.

(c) Declarant, or its assigns, shall be the sole owner of the fee simple title to the Section or Sections to be annexed.

Declarant expressly reserves the right not to annex any or all of the Tract in Sections after Section 1. No owner shall acquire any rights whatsoever in the Tract except as to those Sections which are annexed to and made a part of the Horizontal Property Regime. After each Section is completed according to the plans, Declarant may turn that Section over to the Co-Owners, at which time those Co-Owners owning Dwelling Units in the Section or Sections being turned over shall then incur and pay all Common Expenses attendant with that Section or Section according to the Formula and their respective Percentage Interest.

Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other such Owners and there will be no differentiation based upon the size of such Dwelling Unit. Each Owner shall be equal as to Percentage Interest and Percentage Vote.

The Percentage Interest appurtenant to each Unit shall be computed and, upon the annexation of an Additional Section or Sections, same shall be recomputed dividing among the then-existing Dwelling Unit Owners equal shares to the extent that the total shares at all times equal 100%, or as is close to 100% as is mathematically possible, having regard to the equality of shares by each Owner.



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As each Section is developed, Declarant shall record a Supplemental Declaration annexing and adding such Section to this Declaration and making it a part of "the Regime". Declarant reserves the right to annex additional Sections thereof that are not necessarily in numerical order shown on the plans. Such Supplemental Declaration shall contain the following:

- (a) A description of the real estate to be annexed;
- (b) A description of the Dwelling Units described in a manner consistent with this Declaration;
- (c) The Percentage Interest of all Dwelling Units upon annexation, computed in accordance with the Formula.

Each Owner, by acceptance of a deed to a Dwelling Unit, acknowledges, consents, and agrees that the following rights and conditions shall be applicable upon the recording of each Supplemental Declaration:

- (a) The Section described in each Supplemental Declaration shall be governed in all applicable respects by the provisions of this Declaration.
- (b) The Percentage Interest applicable to each Dwelling Unit shall be automatically reallocated in accordance with the schedule set forth in such Supplemental Declaration, which shall be based upon the Formula. On recording of each Supplemental Declaration, the amount by which the Percentage Interest of a Dwelling Unit is reduced thereby shall be deemed to release and divest that amount from such Dwelling Unit Owner and revert to the Declarant, its successors and assigns.
- (c) Each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed given subject to the limitation that the Percentage Interest appurtenant to each Dwelling Unit shall be, upon the recording of each Supplemental Declaration, altered in accordance with the Supplemental Declaration based upon the Formula.

- (d) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Dwelling Unit shall be deemed to include any additional Common Areas and Limited Areas annexed hereto by a Supplemental Declaration, which Supplemental Declaration shall grant and convey to the Owners the appropriate Percentage Interest, and each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed to include such additional Common Areas and Limited Areas, and the ownership of any Dwelling Unit and lien of any mortgage shall automatically include and attach to such additional Common Area and Limited Area upon recording of such Supplemental Declaration.
- (e) The recording of a Supplemental Declaration shall not alter the amount of the lien for Common Expenses assessed to a Dwelling Unit in a Section already a part of the Regime prior to such recording. The lien for the prorata share of Common Expenses for the Sections annexed upon such recording shall be assessed and paid as provided in the By-Laws.
- (f) Each Owner agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each Supplemental Declaration is and shall be deemed to be in accordance with the Act and for the purpose of this Declaration and the Act, any changes in Percentage Interest as set forth in any Supplemental Declaration which is in accordance with the Formula expressed herein, shall be deemed to be made by agreement of all Owners.
- (g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Sections in the Tract in accordance with the provisions and intent of this paragraph 16.
- (h) Each Owner, by acceptance of a deed to a Dwelling Unit, shall thereby appoint Declarant or its nominee as such Owner's attorney-in-fact for the purpose of reallocating from time to time the Percentage Interest appurtenant to such Owner's Dwelling Unit in accordance with the provisions of this paragraph 16, and, to the extent required by law to carry out the intent of this paragraph 16, on behalf of such Owner to consent to or vote in favor of the amendment of this Declaration, as well as to do all things as contained in such agreement allowing Declarant to act

as attorney-in-fact, which agreement for a power of attorney and power of attorney are incorporated herein by reference. The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest, shall be irrevocable and binding upon the heirs, successors and assigns of such Owner, but shall expire when all of the Additional Tract has been annexed, Declarant turns the project over to the Co-Owners, or on December 31, 1986, whichever first occurs.

In the event Declarant does not elect to annex Additional Sections within the Tract or any part thereof, as permitted by this paragraph 16, Declarant shall file a Supplemental Declaration which shall permanently remove that part of the Tract that has not been annexed from any right to be made a part of "the Regime"; provided, however, any Section for which a Supplemental Declaration has not been filed by December 31, 1986, shall be automatically removed from the possibility of becoming a part of "the Regime" in the manner provided in this Declaration. Upon the filing of such Supplemental Declaration removing a part of the Additional Tract from the possibility of becoming a part of "the Regime" in accordance with this Declaration, the Percentage Interest designated in the Declaration or Supplemental Declaration last filed shall not be altered without the consent of sixty percent (60%) of all Owners.

17. Easements to and from Additional Sections. In the event all or any part of the Additional Sections of the Tract are not annexed, Declarant reserves unto himself, his successors and assigns, for the use and benefit of that part of the Tract not annexed, the right and easement to enter upon the streets and Common Areas to provide ingress and egress to the Additional Sections. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadways and sidewalks for the Owners and residents of the Additional Sections, their guests, invitees, and all public and quasi-public vehicles.

The easements granted and reserved in this paragraph 17 shall be easements and covenants running with the land and accruing to the benefit of the Additional Sections.

18. Insurance. The Co-owners shall obtain fire and extended coverage insurance insuring the Dwelling Units in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, in the form of a master casualty policy affording same that in whole or in part constitutes the several building units and common areas all pursuant to the Act (IC 32-1-6-18 et seq.) and such insurance shall:

- (1) Provide 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 19, and
- (2) Contain a "Replacement Cost Endorsement".

Such insurance coverage shall be for the benefit of each Owner and the Association and, if applicable, the Owner's Mortgagee. The proceeds shall be payable to the Association who shall hold such proceeds as trustee for the individual Owners and Mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this paragraph 18 and paragraph 19 of the Declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of "the Regime" as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

The Association also shall obtain comprehensive public liability insurance in such limits as the Board of Managers shall deem appropriate, together with Workmen's Compensation Insurance and other liability insurance, if so deemed necessary or appropriate by the Board of Managers. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Managers, and any Managing Agent or company acting on behalf of the Association. The Owners, as well as the Lessees, if any, shall be able to recover losses insured where applicable.

Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his own Dwelling Unit, however caused, including all floor and wall coverings, and fixtures and betterments installed by the Owner, and his personal property stored elsewhere on the Property. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

19. Casualty and Restoration. In the event of damage or destruction of the Property by fire or other casualty, the following provisions shall be applicable:

- (a) Partial Destruction. In the event that less than two-thirds of the Dwelling Units in any Building are destroyed by the occurrence of fire or other



casualty, then such Unit shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, each individual Owner shall have the responsibility for restoring his own Dwelling Unit at his own expense. The division of such proceeds shall be determined by the Board of Managers of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees where several Dwelling Units are located in the same Building and are partially destroyed.

- (b) **Restoration in the Event of Two-Thirds Destruction.** In the event that more than two-thirds of the Dwelling Units in any Building are destroyed by fire or other casualty, then restoration of the Dwelling Units must be approved within one hundred twenty (120) days from the date of damage or destruction by a majority vote of the Owners. If such approval is not obtained, the provisions of Section 21 of the Act shall apply.
- (c) Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units to the same condition as they existed immediately prior to the destruction and with a similar type of architecture.
- (d) In the event restoration of Dwelling Units is necessary, the insurance funds for such restoration shall be disbursed by the Mortgagee, if any (if it elects to do so), that holds mortgages on 51% of the Dwelling Units that need to be restored, otherwise by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith. ®

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20. Sale of Dwelling Unit by Declarant. For the purpose of maintaining the residential character of the Regime, and for the protection of the Co-Owners, Declarant specifically reserves the mode and method of the original sale of each Unit until the last unit in the Regime is sold.

21. Membership in the Co-Owners Association. The Tract is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration and any subsequent amendments and Supplemental Declaration, all the rights and obligations accruing to a Dwelling Unit shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Dwelling Unit, and the necessity and right to become a member of Co-Owners Association, and to have a vote for each Dwelling Unit owned, pursuant to the formula heretofore set out.

The Declarant or Board of Managers reserve the right to construct recreational facilities within the Tract without being compelled to do so. In the event such facilities are to be constructed, those Co-Owners taking title to their respective Dwelling Unit prior to such decision to so construct recreational facilities shall have the option to participate in the common expense therefor. Those Co-Owners taking title to their respective Dwelling Unit after such decision may be required by the Declarant or said Board to share in the common expense therefor.

22. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the Code of By-Laws of the Co-Owners Association. 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 the Owner, Co-Owners 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, but there shall be no right of reversion or forfeiture of title resulting from such violation.

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CHICAGO TITLE

23. 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. The Amendments to Declaration dealing with the Additional Sections and reassignment of Percentage Interest in the respective Sections, however, are not subject to the conditions of this Section and may be adopted by the Board of Managers without notice.

The restrictions and prohibitions against amendments are further qualified by any right or grant given to the Declarant by virtue of the Agreement for Power of Attorney and Power of Attorney executed by the respective Owners in favor of the Declarant, or its assigns, which Agreement and Power of Attorney are again incorporated herein by reference.

- (b) Resolution. A resolution to adopt a proposed amendment may be proposed by the Board of Managers or the Owners of 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 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 a majority of the Percentage Vote. In the event any Dwelling Unit is subject to a 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) Amendments. No amendment to this Declaration shall be adopted which changes:
- (1) The Percentage Interest with respect to any Dwelling Unit or the applicable share of an Owner's Liability for the common expense without the approval of sixty percent (60%) of the Co-Owners and Mortgagees, except as otherwise provided relating to annexation;

- (2) The provisions of paragraph 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, 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; or,
  - (3) The provisions of paragraph 16 of this Declaration except by Declarant in the manner provided therein; or
  - (4) The provisions of paragraph 17 of this Declaration without the consent of the Declarant.
- (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.

24. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants, and occupants of the Dwelling 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 from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Supplemental Declarations, 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 such Owner, tenant or 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 Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or Dwelling 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 from time to time.

25. Rights of Mortgage Purchaser. In the event Federal Home Loan Mortgage Corp., or other purchaser of a mortgage of any property in this Regime should request or require it, the Declarant or Board of Managers may fully satisfy such requirements and the right to act for and on behalf of such Co-Owners with regard to same is hereby conferred, among other things, in the Agreement for Power of Attorney and Power of Attorney executed herewith by each Co-Owner.

26. 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 Dwelling Unit or its appurtenances or of the Common Areas or Limited Areas.

27. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners until the last Dwelling Unit is sold, the project is turned over to the Co-Owners' Association, or December 31, 1986, whichever first occurs. In the event there is an annexation or annexations of an additional Section or Sections, the same rule will apply to amendments and supplements to this Declaration as pertains to each individual Section. Declarant also reserves the right to determine the mode and method of sale of the Dwelling Units until the last such unit in each respective Section is sold.

28. Costs and Attorneys' Fees. In a proceeding arising because of failure of an Owner to make any payments required 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 reasonable attorneys' fees incurred in connection with such default or failure.

29. 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 Dwelling Unit. Nor does the Association waive the right to place a lien on the Dwelling Unit and foreclose same by failing to do so when payment is not timely made of the Common Expenses by the Owner when due.

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

31. Floor Plans. The Plans, as described in paragraph 1(u) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Madison County, Indiana, under No. 81-01665 as of JANUARY 9, 1981, and amended Plans as may, from time to time, be so filed pursuant to this Declaration.

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

R & P ENTERPRISES, INC.  
(A Corporation)

By: *Paul Milhous*  
President

ATTEST: *Talbot W. Denny*  
Ass't Sec'y.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Paul Milhous, as President, and Talbot W. Denny, Assistant Secretary, respectively, of R & P Enterprises, Inc., a corporation, who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership for and on behalf of said Corporation.

Witness my hand and Notarial Seal this 31<sup>st</sup> day of December, 1980.

*Joseph F. Quill*  
Notary Public - Joseph F. Quill  
County of Residence: Marion

My Commission Expires:  
May 1, 1983



CHICAGO TITLE

This instrument prepared by:  
Joseph F. Quill  
QUILL, STECKLER & BOBERSCHMIDT  
613 Union Federal Building  
45 North Pennsylvania Street  
Indianapolis, Indiana 46204

81 01664

LEGAL DESCRIPTION - SECTION ONE

A part of the Southeast Quarter of Section 17, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Southeast Quarter; thence South 00 degrees 18 minutes 02 seconds West on and along the East line of said Southeast Quarter, 414.99 feet to the POINT OF BEGINNING; thence continue South 00 degrees 18 minutes 02 seconds West on and along said East line, 465 feet; thence South 89 degrees 13 minutes 10 seconds West parallel to the North line of said Southeast Quarter, 800.14 feet; thence North 00 degrees 18 minutes 02 seconds East parallel with said East line, 313.28 feet; thence North 89 degrees 13 minutes 10 seconds East, 394.16 feet; thence North 00 degrees 46 minutes 50 seconds West, 14.23 feet; thence North 89 degrees 13 minutes 10 seconds East, 140.00 feet; thence North 00 degrees 46 minutes 50 seconds West, 137.44 feet; thence North 89 degrees 13 minutes 10 seconds East, 268.84 feet to the Point of Beginning. Containing 6.73 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.



CHICAGO TITLE

EXHIBIT "A"

81 01664

LEGAL DESCRIPTION

PARCEL I

Part of the Southeast Quarter of Section 17, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning on the East line of the said Quarter Section South 00 degrees 13 minutes 02 seconds West 70.01 feet from the Northeast corner of the said Quarter Section; thence South 89 degrees 13 minutes 10 seconds West parallel with the North line of said Quarter Section 800.14 feet; thence South 00 degrees 13 minutes 02 seconds West parallel with the said East line 809.99 feet; thence North 89 degrees 13 minutes 10 seconds East parallel with the said North line 800.14 feet to the said East line; thence North 01 degrees 13 minutes 02 seconds East along the said East line 809.99 feet to the place of beginning.

PARCEL II

Part of the Northeast Quarter of Section 17, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at the Southeast corner of the said Quarter Section; thence South 89 degrees 13 minutes 10 seconds West along the South line of the said Quarter Section 360.14 feet; thence North 00 degrees 18 minutes 02 seconds East parallel with the East line of the said Quarter Section 1626.46 feet to the South line of land conveyed to the State of Indiana by deed recorded December 15, 1966, Instrument #66-62964 in the Office of the Recorder of Marion County, Indiana, (the next seven courses are along the bounds of the said land conveyed to the State of Indiana); thence South 89 degrees 22 minutes 12 seconds East 38.43 feet; thence North 86 degrees 20 minutes 07 seconds East 300.37 feet; thence North 89 degrees 11 minutes 52 seconds East 350.00 feet; thence South 21 degrees 23 minutes 25 seconds East 72.99 feet; thence South 05 degrees 24 minutes 36 seconds East 402.00 feet; thence South 00 degrees 18 minutes 02 seconds West 300.00 feet; thence South 13 degrees 44 minutes 08 seconds East 103.08 feet; thence South 89 degrees 41 minutes 53 seconds East 20.00 feet to the East line of the said Quarter Section; thence South 00 degrees 18 minutes 02 seconds West along the said East line 770.82 feet to the place of beginning.

EXHIBIT "B"

81 C1664



CODE OF BY-LAWS OF  
NORTH WILLOW PARK CO-OWNERS ASSOCIATION, INC.  
A NOT-FOR-PROFIT INDIANA CORPORATION

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 the North Willow Park Horizontal Property Regime, Section I, 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.

Section 1.02. Individual Application. All of the Owners, Co-owners, future Owners, tenants, future tenants, or their guests and invitees, or any other person that might use or occupy a Unit or any part of the Property, shall be subject to the rules, restrictions, terms and conditions set forth in the Declaration, these By-Laws and the Act.

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, 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 second Tuesday of June each calendar year. The first annual meeting shall not be held until the second Tuesday of June, 1986,

or such earlier date as determined by the Declarant. At the annual meeting, the Co-owners shall elect the Board of Managers of the Association in accordance with the provision 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 the Co-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 designated facilities, located 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 Co-owner and, if applicable, to any Mortgagee not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Co-owners at their address as it upon the records of the Association and to the Mortgagee at the address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. To avoid fractional votes and to facilitate the orderly conduct of the meeting, each Owner shall be entitled to cast that number of votes on each matter coming before the meeting which is equal to the Percentage Vote to which the Owner is entitled multiplied by ten (10). Thus, an Owner with a Percentage Interest or Percentage Vote of .343 would be entitled to cast 34.30 votes.

(b) Multiple Owners. When the Owner of a Dwelling Unit constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Unit. At the time of acquisition of title to a 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 shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representatives for such Unit, which shall remain in effect until 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. 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 constitute relinquishment of this right to act as voting representative for the Unit.

(c) Voting by Corporation or Trust. Where a corporation or trust is an Owner or is otherwise entitled to vote, the trustees may cast the vote on behalf of the trust and the agent or other representative of the Corporation duly empowered by the Board of Managers of such corporation shall cast the vote to which the corporation is entitled.

(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 Association prior to the commencement of the meeting.

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws or the Indiana Horizontal Property Act, the Owners representing a majority of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term majority of Owners or majority of vote, as used in these By-Laws, shall mean the Owners entitled to not less than fifty-one percent (51%) of the total votes in accordance with the applicable provisions set forth in the Declaration.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. He 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.
- (2) Treasurer's Report. The Treasurer shall report to the Co-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 calendar year shall be presented to the Co-owners for approval or amendment.
- (4) Election of Board of Managers. Nominations for the Board of Managers may be made by an Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Voting for 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 accumulate his votes. Those persons receiving the highest number of votes shall be elected.
- (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 ten (10) 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 vote.
- (6) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Managers.
- (7) Adjournment.

#### ARTICLE III

##### Board of Managers

Section 3.01. The affairs of the Association shall be governed and managed by the Board of Managers (herein collectively called "Board" or "Managers" and individually called "Manager"). The Initial Board of Managers shall be composed of three (3) persons. After the expiration of the term of the initial Board of Managers, the constituency of such Board may be increased to nine (9) but that the number of members on the Board shall not exceed nine (9). No person shall be eligible to serve as a Manager unless he is an Owner or is an attorney, agent, or employee of Declarant.

Section 3.02. Initial Board of Managers. The initial Board of Managers shall be Paul Milhaus, Roy Cordray, and Talbott W. Denny. The Initial Board shall hold office until December 31, 1986, or the date when the final unit in the build-out period is sold or the Project is turned over to the Co-owners Association, whichever occurs first, and thereafter the Board shall be elected in accordance with Article IX of the Articles of Incorporation of the Co-owners' Association.

Section 3.03. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or 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 Dwelling 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. The Board of Managers shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 3.02 above. 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 Co-owners if a Manager is removed in accordance with Section 3.05 of this Article III.

Section 3.05. Removal of Managers. After the tenure of the initial Board of Managers, a Manager or Managers may be removed with or without cause by vote of a majority of the vote at a special meeting of the Co-owners duly called and constituted. 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 Co-owners or 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 the Horizontal Property Regime, the maintenance, upkeep, and replacement of the Common Areas and Limited Areas, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

- (a) Protection, surveillance, and replacement of the Common Areas and Limited Areas;
- (b) Procuring of utilities, removal of garbage and waste, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;

- (d) Surfacing, paving, and maintaining streets, parking areas, garages, and sidewalks, and the regulation of the use thereof;
- (e) Assessment and collection from the Owners of the Owner's pro-rata 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 Co-owners a full accounting of all receipts and expenses incurred in the prior years; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;
- (h) Keeping a current, accurate, and detailed record of receipts and expenditures affecting the Property, specifying and itemizing the Common Expenses; all records and vouchers shall be available for examination by an Owner at any time during normal business hours.

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 or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;
- (b) To purchase for the benefit of the Co-Owners such equipment, materials, labor, and services as may be necessary in the judgment of the Board of Managers;
- (c) To procure for the benefit of the Owners, fire and extended coverage insurance covering the Buildings and the Property to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association.

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- (d) 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 the Co-Owners' Association, Inc.;
- (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; and
- (g) To adopt, revise, amend, and alter from time to time, reasonable rules and regulations with respect to use, occupancy, operation, and enjoyment of the Property.

Section 3.08. Limitation on Board Action. After the tenure of the initial Board of Managers, the authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than \$3,000.00 without obtaining the prior approval of a majority of Owners, except in the following cases:

- (a) Supervision of, and full authority regarding 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; and,
- (b) Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Co-owners at the annual meeting.

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 Owners.

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 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 meetings.

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After the tenure of the initial Board of Managers, a special meeting 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 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 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. Non-Liability of Managers. The Managers shall not be liable to the Co-owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own individual willful misconduct or bad faith. The Co-owners shall indemnify and hold harmless 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 the Co-owners' Association, unless any such contract shall have been made in bad faith or contrary to these provisions of the Declaration or By-Laws. It is intended that the Managers shall have no personal liability with respect to the contracts made by them on behalf of the Association and that in all matters, the Board is acting for and on behalf of the Co-owners and 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 represented by his membership certificate in the Association. Every contract made by the Board or the Managing Agent on behalf of the Association shall provide that the Board of Managers and the Managing Agent, as the case may be, is acting as agent for the Co-owners and shall have no personal liability thereunder, except in their capacity as Owners and then only to the extent of their Percentage Interest. ®

CHICAGO TITLE



Section 3.13. Additional Indemnity of Managers. The Co-owners shall indemnify 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 attorney's 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 proceeding that such Manager is liable for misconduct in the performance of his duties. The Co-Owners shall also reimburse to any such Manager the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, it is shall be found by a majority of the Co-owners that such Manager was not guilty of 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 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 the Association 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 misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Managers.

#### 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 recommendation of a majority of all members of the Board and upon an affirmative vote of a majority of all Owners, 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. After the tenure of the initial Board of Managers, 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 the 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 Co-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 proceedings of such meetings, shall perform all other duties incident to the office of the Secretary, and such 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 such other duties incident to the office of Treasurer. He shall be 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 in the name of the Association.

Section 4.07. Assistant Officers. The Board of Managers may from time to time, designate and elect from among the Co-owners an Assistant Secretary and 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

Section 5.01. Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner a financial Statement, which statement shall show all receipts and expenses received, incurred, and paid during the preceding calendar 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 ensuing calendar year estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. The annual budget shall be submitted to the Co-owners at the meeting of the Association for adoption and if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of the Co-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 vote; provided, however, that in no event shall the annual meeting of the Co-owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

Section 5.03. Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Dwelling Unit based on the Percentage Interest of each Unit as it relates to the total membership of the Association. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Unit (herein called the "Regular Assessment"). The Regular Assessment against each Unit shall be paid in twelve (12) equal monthly installments, commencing on the first day of the month following adoption and on the first day of each calendar month thereafter. 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, Owner may elect to pay monthly assessments semi-annually in advance. The Regular Assessment for the year shall become a lien on each separate Unit as of the first day of the month after adoption.

Upon the completion of each Section of the Horizontal Property Regime, the Co-owners thereof, together with Co-owners of Sections theretofore turned over to the Co-owners Association,

together with the cost of all appurtenances to such Sections, will thereafter bear the costs of maintenance of such Sections, subject to all warranties as to habitability of the Dwelling Units, and Declarant will be responsible for such maintenance of those areas or sections not yet annexed.

During the year 1981, the Interim <sup>Monthly</sup> Assessment on the conveyance of title to any Dwelling Unit to an Owner is fixed at \$42.00. Each year thereafter, such Interim assessment may not be cumulatively increased more than 12% each succeeding year. After the termination of the Interim Assessment, the Formula based on Percentage Interest, as fully set out in the Declaration, will determine the Regular Assessment.

Section 5.04. Special Assessments. Each of the Owners within the Property shall automatically and mandatorily be members in the Co-owners' Association (the "Association") and entitled to all of the privileges and subject to all of the obligations thereof. Declarant and all Dwelling Unit Owners by their acceptance of their deeds, covenant and agree to be bound by the conditions, restrictions, and obligations contained in the Articles of Incorporation and regulations of the Co-owners' Association and of the provisions hereof. Each Dwelling Unit Owner shall pay to the Association an annual assessment based on the Percentage Interest of each Unit as it relates to the Percentage Interest of the Unit Owner in the development, which assessment will be necessary to provide for maintenance and repair of the Common Areas and Limited Common Areas, together with necessary insurance, reserve fund for replacements, maintenance, and operation of the community activities facilities of the Association, and for any other necessary function for such maintenance and operation of the Regime.

In addition to the annual assessments authorized above, the Association may levy in any assessment year, special assessments for the purpose of defraying, in whole or in part, (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, and (2) the expense of any other contingencies; provided that any such assessments shall have the assent of a majority of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

CHICAGO TITLE

Each Owner of a Building Unit shall pay to the Association a special assessment based on the same Percentage Interest as the annual assessment as defined above, of the total sum approved to meet the costs and expenses as heretofore provided.

The amount of the annual assessment or of any special assessment provided for in this section, against each Owner and the amount of the annual or any special assessment, if any, against Declarant, as provided for in this Section, shall be assessed as a lien at the beginning of each annual assessment period or at the time of special assessment, as the case may be. Each assessment shall be due and payable within thirty (30) days of the assessment, and, upon default of payment within such period of time, such assessment shall be a lien against the defaulting Owner and against that part of the Property, if any, owned by the defaulting Declarant, and the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Indiana, and to take any other actions for collection from the defaulting parties. Any such lien against a Building Unit or against that part of the Property, if any, owned by the Declarant, shall be subordinate to any recorded first mortgage covering such Building Unit or, as the case may be, covering that part of the Property, if any, owned by the Declarant.

Both annual and special assessments may be collected on a monthly basis.

Section 5.05. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Building Unit which, if neglected, would adversely affect the value of the Property and is the responsibility of the Owner to make personally. Such maintenance and repairs include, but are not limited to, internal water lines, plumbing, electric lines, appliances, gas lines, air conditioning, doors, windows, light fixtures, and all other accessories belonging to the Owner and appurtenant to the Building Unit.

#### ARTICLE VI

#### Restrictions on Use

Section 6.01. The following restrictions on the use and enjoyment of the Building Units, Common Areas, Limited Areas, and the Property and, in addition, to those set forth in the Declaration. These are as follows:

(a) All Building Units shall be used exclusively for residential purposes and occupancy for a single-family. Nothing herein contained shall restrict the use of premises during construction and sale period as "Models", office, construction trailer and equipment, and for storage of equipment, materials and supplies.

(b) No additional buildings shall be erected other than the Buildings designated in the Declaration and shown on the Plans.

(c) Nothing shall be done or kept in any 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 Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.

(d) No waste shall be committed in the Units, Common Areas or Limited Areas.

(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 a Building, or on or upon any balcony or patio, 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 roof or any other part of the Building without the prior written consent of the Board.

(f) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Unit or in the Common Areas or Limited Areas, except that small pet dogs, cats, or customary household pets may be kept in a Building Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under leash and an Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his pet. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time. 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 upon two (2) written notices from the Board to the respective Owner.

(g) Nothing shall be done or permitted in any Building Unit which will impair the structural integrity of any Building or which would structurally change any Building, except as otherwise provided in the Declaration or these By-Laws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the Building Unit or to be a nuisance, annoyance, inconvenience, or damage to other tenants of

81 01664

the building or neighborhood, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, T-V, loud speakers, electrical equipment, amplifiers, or other equipment or machines.

(h) No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas shall be kept free and clear of rubbish, debris, and other unsightly material by the Owners.

(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 window advertising display shall be maintained or permitted on any part of the Property or any Unit without the prior 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 any unsold or unoccupied Units.

(k) All Owners and members of their families, their guests, or invitees, and all occupants of any 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 issued by the Board governing the operation, use, and enjoyment of the Common Areas and Limited Areas.

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within the Property, provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. The parking of any type or kind of vehicle shall not be permissible upon the streets.

(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 the express permission from the Board.

(n) All trash or refuse shall be stored in appropriate containers inside the Unit (including garage) or designated trash areas and made accessible for the programmed trash collection system established by the Board of Managers.

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Section 6.02. Right of Entry. An Owner or occupant of a Building Unit shall grant the right of entry to the Managing Agent or any person authorized by the Board in case of any emergency originating in or threatening his 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 Building 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 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 operation 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 to be delivered or mailed promptly to all Owners.

#### ARTICLE VII

##### Amendment to By-Laws

Section 7.01. These By-Laws may be amended by a vote of not less than fifty-one percent (51%) of the vote of the Co-owners in a duly constituted meeting called for such purpose except that right is reserved to the Board of Managers to so amend during the period set out in Section 3.02 above.

#### ARTICLE VIII

##### Mortgages

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Unit or the Mortgagee shall notify the Secretary of the Association 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 or these By-Laws 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 mortgages and the name and address of Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws 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 or By-laws or proxy granted to such Mortgagee in connection with the mortgage.





CROSS REFERENCE

81 20463

CROSS REFERENCE

FILED  
MAR 28 1981  
MARION COUNTY INDIANA  
370

FIRST AMENDMENT TO THE CODE OF BY-LAWS OF NORTH WILLOW PARK CO-OWNERS ASSOCIATION, INC., A NOT-FOR-PROFIT INDIAN CORPORATION

The first Amendment to the Code of By-Laws of North Willow Park Co-Owners Association, Inc., a Not-for-Profit Indiana corporation, duly certified on the 31st day of December, 1980 and recorded with the Recorder of Marion County, Indiana under Instrument No. 81-01664 on January 9, 1981;

Witness, That

1. Article II, Section 2.02, is amended to designate the first annual meeting shall be held on the second Tuesday in January, 1982, and each annual meeting on the second Tuesday in January of each calendar year thereafter.

2. Article VIII, Section 801, is amended to add the following paragraph:

"A first mortgagee, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days. Seller further warrants that: (i) such request has been made by Seller, (ii) subsequent to the Delivery Date, Seller has received no notice of any such outstanding default and (iii) subsequent to the Delivery Date, Seller, as Servicer, will notify FHLMC of any notice of such default, as prescribed in Servicer's Guide."

IN WITNESS WHEREOF, the undersigned has caused this "First Amendment to the Code of By-Laws of North Willow Park

81 20463

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RECORDER-MARION CO.

APR 8 2 43 PM '81

Co-Owners Association, Inc., a Not-for-Profit Indiana Corporation."

R & P ENTERPRISES, INC.

By: Joseph P. Quill Attorney in Fact  
for Paul B. Milhous, President,  
R & P Enterprises, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 2nd day of April, 1981.

Donald L. Miller  
Notary Public  
Resident of Marion County

My Commission Expires:

10/11/83



CHICAGO TITLE

This Instrument Prepared by: Joseph P. Quill, Attorney at Law

CROSS REFERENCE

CROSS REFERENCE

670

81 20464

FIRST AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP NORTH WILLOW PARK HORIZONTAL PROPERTY REGIME DATED DECEMBER 31, 1980

This First Amendment to the Declaration of Horizontal Property Ownership of North Willow Park dated December 31, 1980, by Declarant, R & P Enterprises, Inc., recorded with the Recorder of Marion County, Indiana under Instrument No. 81-01664 on January 9, 1981;

Witnesseth, that the undersigned is the Declarant herein and is duly empowered to execute and record this, the First Amendment to the Declaration of the Horizontal Property Ownership of North Willow Park Horizontal Property Regime dated December 31, 1980.

In furtherance thereof, the said Declaration is hereby amended and changed to conform to the following:

1. Section 3 at page 4 thereof, as pertains to Section 1 of the Regime, is amended as follows: "Percentage Interest for each unit in Section 1 is 2.777777" in lieu of the language "Percentage Interest for each unit in Section 1 is .02777777."

2. Section 16 at page 10 thereof, as pertains to the maximum number of Dwelling units to be contained in the Tract (Exhibit "B") shall be "220" in lieu of the figure "280". Further, the words, at said Section and Page, "A time limit, not exceeding ten (10) years, shall be the limit where additional Sections may be added" is amended to read: "A time limit, not exceeding five (5) years, shall be the limit where additional Sections may be added." Further, the words at said Section and Page, "At any time prior to October 1, 1990" is amended to read: "At any time prior to December 31, 1985."

3. Section 30 at page 20 thereof, is amended to include the following: "That in the event this Declaration, or any amendments thereto, or the Code of By-Laws of North Willow

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RECORDER MARION CO.

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REC'D  
MARION COUNTY INDIANA  
APR 8 1981

FILED  
APR 8 1981

Park Co-Owners Association, is inconsistent with the Horizontal Property Act of Indiana, same being IC 32-1-6-2 et seq., the latter will prevail and any term or condition of the former in conflict with the Act is modified to conform to the terms of the Act incorporated therein.

4. This First Amendment shall include the addition of Section 2 in Phase I, to the North Willow Park Horizontal Property Regime, which Section 2 contains an additional 3.60 acres, the legal description of which is attached hereto and made a part hereof and is marked "North Willow Park, Phase One - Section Two".

Upon the inclusion of Section 2 to the Regime the Percentage Interest for each unit for Sections 1 and 2 of Phase I of North Willow Park Horizontal Property Regime is: 1.666666 per cent (1.666666%).

5. Additional Warranties:

These additional warranties are amendatory to the Declaration wherever same are applicable and, where these warranties conflict with or are inconsistent with previous warranties, if any, these following warranties shall prevail:

(1) Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the condominium homeowners association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium project;

(b) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions

of hazard insurance proceeds or condemnation awards, or  
(ii) determining the pro rata share of ownership of each  
condominium unit in the common elements;

(c) partition or subdivide any condominium unit.

(2) If any Unit or portion thereof or the Common  
Areas or any portion thereof is made the subject matter of  
any condemnation or eminent domain proceeding or is otherwise  
sought to be acquired by a condemning authority, then the  
institutional holder of any first mortgage on a Unit will be  
entitled to timely written notice of any such proceeding or  
proposed acquisition and no provision of any document will  
entitle the owner of a Unit or other party to priority over  
such institutional holder with respect to the distribution  
to such Unit of the proceeds of any award or settlement.

(3) All amenities (such as parking and service  
areas) are a part of the condominium project and all covered  
by the mortgage at least to the same extent as are the  
common elements.

(4) The fund for maintenance, decorations, repairs  
and replacements shall be funded by way of a special reserve  
fund therefor.

IN WITNESS WHEREOF, the undersigned has caused this  
"First Amendment to Declaration of Horizontal Property  
Ownership North Willow Park Horizontal Property Regime Dated  
December 31, 1980."

R & P ENTERPRISES, INC.

By: *Joseph F. Guill*  
Joseph F. Guill, Attorney in Fact,  
for Paul B. Milhaus, President,  
R & P Enterprises, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public  
in and for said County and State, this 2nd day of  
April, 1981.

James L. Miller  
Notary Public James L. Miller  
Resident of Marion County

My Commission Expires:  
10/11/83



CHICAGO TITLE

This Instrument Prepared by: Joseph F. Quill, Attorney at Law

North Willow Park, Phase One -- Section Two

A part of the Southeast Quarter of Section 17, Township 17 North, Range 3 East of the second principal meridian in Marion County, Indiana being more particularly described as follows, to-wit:

Commencing at the northeast corner of said southeast quarter; thence south 00 degrees 18 minutes 02 seconds west on and along the east line of said southeast quarter, 70.00 feet to the point of beginning; thence continue south 00 degrees 18 minutes 02 seconds west on and along said east line 344.99 feet to the northeast corner of North Willow Park, Phase One, Section One, as recorded in Instrument #81-01665 in the office of the Recorder of Marion County, Indiana; the next 3 calls being the northerly line of said North Willow Park, Section One; thence south 89 degrees 13 minutes 10 seconds west, 268.84 feet; thence south 00 degrees 46 minutes 50 seconds east, 137.44 feet; thence south 89 degrees 13 minutes 10 seconds west 140.00 feet; thence north 00 degrees 46 minutes 50 seconds west, 259.20 feet to the point of curvature of a curve, the radius point of said curve being north 89 degrees 13 minutes 10 seconds east, 112.00 feet from said point; thence northerly on and along said curve 34.85 feet to the point of tangency, the radius point being south 72 degrees 57 minutes 15 seconds east, 112.00 feet from said point; thence north 17 degrees 02 minutes 44 seconds east, 46.11 feet; thence south 88 degrees 03 minutes 40 seconds east, 6.41 feet; thence north 00 degrees 46 minutes 50 seconds west 145.31 feet; thence north 89 degrees 13 minutes 10 seconds east, 389.45 feet to the point of beginning, containing 3.60 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

CHICAGO TITLE

81 20464



81 28499

THE SECOND AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP OF NORTH WILLOW  
PARK HORIZONTAL PROPERTY REGIME  
DATED DECEMBER 31, 1981

CROSS REFERENCE  
**FILED**  
MAY 12 1981  
MARION COUNTY INDIANA

CROSS REFERENCE

This Second Amendment to the Declaration of Horizontal Property Ownership of North Willow Park dated December 31, 1981, by Declarant, R & P Enterprises, Inc., which original Declaration was recorded with the Recorder of Marion County, Indiana under Instrument No. 81-01664 on January 9, 1981 and the First Amendment thereto being recorded with the said Recorder on the 8th day of April, 1981 under Instrument No. 81-20464.

Witness, that the undersigned is the Declarant herein and is duly empowered to execute and record this, the Second Amendment to the Declaration of the Horizontal Property Ownership of North Willow Park Horizontal Property Regime aforesaid.

IN FURTHERANCE THEREOF, the said Declaration is further amended and changed to conform to the following:

Section 1. Section 5 of the said First Amendment is amended to include the following "Additional Warranties" which additional warranties will prevail in the presence of any conflicting warranties contained within the Declaration or any prior amendments thereto:

1. In the event amenities are built or established in the Regime, such amenities, if any, are to be considered a part of the Regime and attendant with any mortgage shall be included the common areas and facilities appurtenant to the Property as defined in the Declaration.

2. A first mortgagee, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days. Seller

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RECORDS DIVISION 20

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further warrants that: (i) such request has been made by Seller, (ii) as of the Delivery Date Seller has received no notice of any such outstanding default and (iii) subsequent to the Delivery Date, Seller, as Servicer, will notify FHLMC of any notice of such default, as prescribed in the Servicer's Guide.

3. All sums assessed by the Co-Owners' Association, pursuant to IC 32-1-3-22, shall include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of common areas and facilities which fund shall be used for those purposes and not of <sup>repair</sup> facilities. Such reserve fund shall be funded by special assessment and shall not be commingled with the fund used for ordinary repair of facilities.

IN WITNESS WHEREOF, the undersigned has caused this "Second Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, Dated December 31, 1980."

R & P ENTERPRISES, INC.

By: Joseph F. Quill  
Joseph F. Quill, Attorney-in-Fact  
for Paul B. Milhous, President,  
R & P Enterprises, Inc.

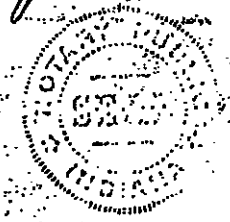
STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )

CHICAGO TITLE

Subscribed and sworn to before me, a Notary Public in and for said County and State, and resident of said County, this 7th day of May, 1981.

My Commission Expires:  
9/29/84

Kathey Andry  
Notary Public -- Kathey Andry



Prepared by: Joseph F. Quill, Attorney at Law

81 . 32149

CROSS REFERENCE

CROSS REFERENCE

THIRD AMENDMENT TO DECLARATION  
OF HORIZONTAL PROPERTY OWNERSHIP  
NORTH WILLOW PARK HORIZONTAL  
PROPERTY REGIME DATED DECEMBER 31, 1980

This Third Amendment to the Declaration of Horizontal Property  
Ownership of North Willow Park dated December 31, 1980, by  
Declarant, R & P Enterprises, Inc., recorded with the Recorder  
of Marion County, Indiana under Instrument No. 81-01664 on  
January 9, 1981; and

The First Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana under Instrument No. 81-20464  
on April 8, 1981; and,

The Second Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana under Instrument  
No. 81-28499 on May 12, 1981;

WITNESS:

1. This Third Amendment shall include the addition of  
Section 3 in Phase I to the North Willow Park Horizontal Property  
Regime, which said Section 3 contains 4.54 acres, the legal  
description of which is attached hereto and made a part hereof  
and is marked "North Willow Park, Phase One - Section Three".

Upon the inclusion of Section 3 to the Regime the percentage  
interest for each unit for Sections 1, 2 and 3 of Phase I of  
North Willow Park Horizontal Property Regime is 1.31579 %.

IN WITNESS WHEREOF, the undersigned has caused this "Third  
Amendment to Declaration of Horizontal Property Ownership North  
Willow Park Horizontal Property Regime Dated December 31, 1980".

R & P ENTERPRISES, INC.

BY Joseph F. Quill  
Joseph F. Quill, Attorney in  
Fact for Paul B. Milhous,  
President, R & P Enterprises,  
Inc.

FILED  
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MAY 26 1981

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Marion County

MAY 27 10 47 AM '81  
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CHICAGO TITLE

81 . 32149

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

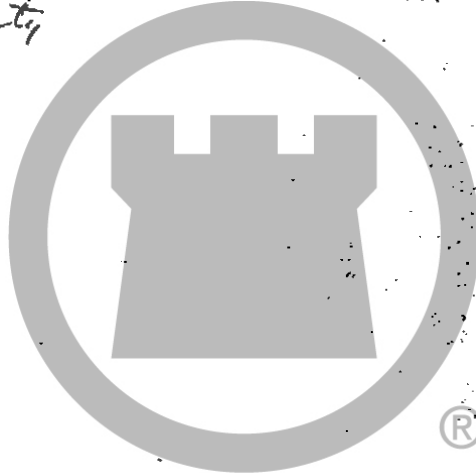
Subscribed and sworn to before me, a Notary Public, in and  
for the above-named state and county, this 19<sup>th</sup> day of May,  
1981.

Anabel Saroughian  
Notary Public  
ANABEL C. HOUGHAM

My Commission Expires:

June 5, 1984  
Resident of Johnson County

THIS INSTRUMENT PREPARED BY  
JOSEPH BULL ATTY. AT LAW



CHICAGO TITLE

81 32149

NORTH WILLOW PARK, PHASE ONE-SECTION THREE

A part of the Southeast quarter of Section 17, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Northeast corner of said Southeast quarter thence south  $00^{\circ}18'02''$  West on and along the East line of said Southeast quarter 70.00 feet; thence South  $89^{\circ}13'10''$  West 389.45 feet to the point of beginning; thence continue South  $89^{\circ}73'10''$  West 410.69 feet; thence South  $00^{\circ}18'02''$  West 496.71 feet to the Northwest corner of North Willow Park, Phase One, Section One, as recorded in Instrument #81-01665 in office of the Recorder of Marion County, Indiana; thence North  $89^{\circ}13'10''$  East on and along the North line of said Section One, 394.16 feet; the next 5 calls being on and along the West line of North Willow Park, Phase One, Section Two, as recorded in Instrument #81-20465 in the office of the Recorder of Marion County, Indiana; Thence North  $00^{\circ}46'50''$  West 273.43 feet to the point of curvature of a curve to the right, the radius point of said curve being North  $89^{\circ}13'10''$  East 112.00 feet from said point of curvature; thence Northeasterly on and along said curve 34.85 feet to the point of tangency the radius point being south  $72^{\circ}57'15''$  East 112.00 feet from said point of tangency; thence North  $17^{\circ}12'44''$  East 46.11 feet; thence South  $88^{\circ}03'40''$  East 6.41 feet; thence North  $00^{\circ}46'50''$  West 145.31 feet to the point of beginning. Containing 4.54 acres, more or less and subject to all legal highways, rights-of-way and easements of record.

Declaration of Restrictions, North Willow Park, Homeowners' Association, Inc., as recorded in Instrument #81-01664 in the office of the Recorder of Marion County, Indiana.

Covenants run with the land: The Declaration of Restrictions, North Willow Park, Homeowners' Association, Inc., as recorded in Instrument #81-01664 in the office of the Recorder of Marion County, Indiana, are to run with the land and are binding on all parties and persons claimed under them.

CHICAGO TITLE

4170

CROSS REFERENCE

81 32151

CROSS REFERENCE

FOURTH AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP NORTH WILLOW PARK HORIZONTAL PROPERTY REGIME DATED DECEMBER 31, 1980

This Fourth Amendment to the Declaration of Horizontal Property Ownership of North Willow Park dated December 31, 1980, by Declarant, R & P Enterprises, Inc., recorded with the Recorder of Marion County, Indiana under Instrument No. 81-01664 on January 9, 1981; and,

The First Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana under Instrument No. 81-20464 on April 8, 1981; and,

The Second Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana under Instrument No. 81-28499 on May 12, 1981;

The Third Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana under Instrument No. 81-32149 on May 27, 1981;

WITNESS:

1. This Fourth Amendment shall include the addition of Section 4 in Phase 2 to the North Willow Park Horizontal Property Regime, which said Section 4 contains 6.67 acres, the legal description of which is attached hereto and made a part hereof and is marked "North Willow Park, Phase 2 -Section Four".

Upon the inclusion of Section 4 to the Regime the percentage interest for each unit for Sections 1, 2, 3 and 4 of Phase 2 of North Willow Park Horizontal Property Regime is 0.92493 %.

IN WITNESS WHEREOF, the undersigned has caused this "Fourth Amendment to Declaration of Horizontal Property Ownership North Willow Park Horizontal Property Regime Dated December 31, 1980".

R & P ENTERPRISES, INC.  
By Joseph P. Quill, Attorney in Fact for Paul B. Milhaus, President, R & P Enterprises, Inc.

81 32151

RECORDED  
INDEXED  
MAY 27 10 54 AM '81

FILED  
MAY 26 1981  
MARION COUNTY, INDIANA

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

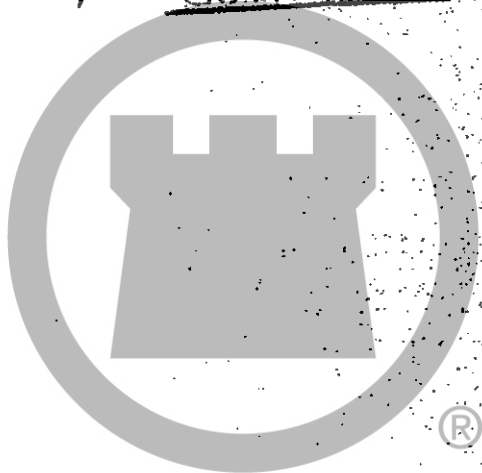
Subscribed and sworn to before me, a Notary Public, in  
and for the above-named state and county, this 19<sup>th</sup> day of  
May, 1981.

Anabel Schouham  
Notary Public  
ANABEL SCHOUHAM

My Commission Expires:

June 5, 1984  
Resident of Johnson County

THIS INSTRUMENT PREPARED BY  
JOSEPH QUILL ATTY. AT LAW



CHICAGO TITLE

81 32151

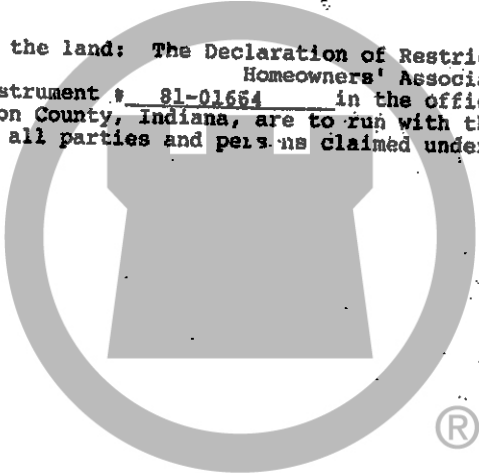
NORTH WILLOW PARK, PHASE TWO-SECTION FOUR

A part of the Northeast quarter of Section 17, Township 17 North, Range 3 East of the Second principal meridian in Marion County, Indiana, being more particularly described as follows, to-wit:

Beginning at the Southeast corner of said Northeast quarter; thence South 89°13'10" West on and along the South line of said quarter section 800.14 feet; thence North 00°18'02" East parallel to the East line said quarter section 316.00 feet; thence North 89°13'10" East 471.11 feet; thence North 59°43'10" East 39.80 feet; thence North 20°43'08" East 124.00 feet; thence North 89°13'10" East 251.48 feet to the East line of said Northeast quarter; thence South 00°18'02" West on and along the said East line 451.00 feet to the point of beginning. Containing 6.67 acres more or less, and subject to all legal highways, rights-of-way and easements of record..

Declaration of Restrictions, North Willow Park, Homeowners' Association, Inc. as recorded in Instrument # 81-01664 in the office of the Recorder of Marion County, Indiana.

Covenants run with the land: The Declaration of Restrictions, North Willow Park, Homeowners' Association, Inc., as recorded in Instrument # 81-01664 in the office of the Recorder of Marion County, Indiana, are to run with the land and are binding on all parties and persons claimed under them.



CHICAGO TITLE

81 32151



81 45157

FIFTH AMENDMENT TO DECLARATION  
OF HORIZONTAL PROPERTY OWNERSHIP  
NORTH WILLOW PARK HORIZONTAL  
PROPERTY REGIME DATED DECEMBER 31, 1980

CROSS REFERENCE  
472

This Fifth Amendment to the Declaration of Horizontal  
Property Ownership of North Willow Park dated December 31, 1980,  
by Declarant, R & P Enterprises, Inc., recorded with the  
Recorder of Marion County, Indiana under Instrument No. 81-01664  
on January 9, 1981 and,

The First Amendment to said Declaration duly recorded with the  
Recorder of Marion County, Indiana under Instrument No. 81-20464 on  
April 8, 1981; and,

The Second Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana under Instrument No.  
81-32149 on May 12, 1981; and,

The Third Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana under Instrument  
No. 81-32149 on May 27, 1981; and,

The Fourth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana under Instrument  
No. 81-32151.

RECEIVED FOR RECORD  
JUL 17 3 24 PM '81  
MARION CO. REC'D

WITNESS:

1. This Fifth Amendment shall include the addition of Section 5  
in Phase 2 to the North Willow Park Horizontal Property Regime  
which said Section 5 contains 1.50 acres, more or less, the legal  
description of which is attached hereto and made a part hereof and is  
marked "North Willow Park, Phase 2 - Section Five".

Upon the inclusion of Section 5 to the Regime the percentage  
interest for each unit for Sections 1, 2 & 3 of Phase I and 4 and 5  
of Phase 2 of North Willow Park Horizontal Property Regime is  
.0862069 .

IN WITNESS WHEREOF, the undersigned has caused this "Fifth  
Amendment to Declaration of Horizontal Property Ownership North Willow  
Park Horizontal Property Regime Dated December 31, 1980".

R & P ENTERPRISES, INC.

FILED

78 JUL 17 1981

81 45157

By: *Joseph F. Guill*  
Joseph F. Guill, Attorney in  
Fact for Paul B. Milhous,  
President, R & P Enterprises,  
Inc.

North Willow Park - Phase Two - Section Five

A part of the Northeast quarter of Section 17, Township 17 North, Range 3 East of the second principal Meridian in Marion County, Indiana, being more particularly described as follows, to-wit:

Commencing at the Southeast corner of said quarter section; thence South 89°13'10" West on and along the south line of said quarter section 800.14 feet; thence North 00°18'02" east 316.00 feet to the point of beginning; thence north 89°13'10" east 335.31 feet; thence north 30°16'50" West 74.63 feet; thence north 01°33'30" east 213.38 feet; thence north 28°13'10" east 48.11 feet; thence north 11°16'50" west 48.11 feet; thence south 78°43'10" west 24.00 feet; thence south 89°13'10" west 131.37 feet; thence south 00°18'02" west 131.39 feet; thence north 89°13'10" east 100.46 feet; thence south 00°46'50" east 95.63 feet; thence south 89°13'10" west 262.27 feet; thence south 00°19'02" west 136.19 feet to the point of beginning. Containing 1.50 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

Declaration of restrictions, North Willow Park, Phase Two- Section Five Homeowners' Association, Inc., as recorded in Instrument # 81-01664, in the Office of the Recorder of Marion County, Indiana.

Covenants run with the land: The Declaration of Restrictions. North Willow Park. Phase Two -- Section Five Homeowners' Association, Inc. as recorded in Instrument # 81-01664 in the Office of the Recorder of Marion County, Indiana, are to run with the land and are binding on all parties and persons claimed under them.

81 45157

®

CHICAGO TITLE

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public, in and  
for the above-named state and county, this 15<sup>th</sup> day of July, 1981.

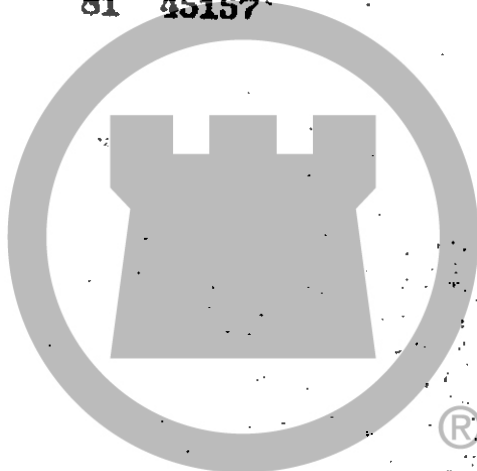
*Fern L. Bales*  
Notary Public  
FERN L. BALES

My Commission Expires:

June 17, 1985

Resident of Marion County

81 45157



CHICAGO TITLE

This instrument Prepared by Joseph F. Quill, Attorney at Law.

Joseph F. Quill  
QUILL, BOBENSCHMIDT, MILLER & TURNER  
613 Union Federal Building  
Indianapolis, Indiana 46204  
(317) 632-5892

CROSS REFERENCE

81 - 62214

80

SIXTH AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP  
NORTH WILLOW PARK HORIZONTAL PROPERTY REGIME DATED DECEMBER 31, 1981

CROSS REFERENCE

This Sixth Amendment to the Declaration of Horizontal  
Property Ownership of North Willow Park dated December 31, 1980,  
by Declarant, R & P Enterprises, Inc., recorded with the Recorder  
of Marion County, Indiana, under Instrument No. 81-01664 on  
January 9, 1981, and,

The First Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-20464 on April 8, 1981; and,

The Second Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-32149 on May 27, 1981; and,

The Third Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-32149 on May 27, 1981; and,

The Fourth Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana under Instrument No.  
81-32151.

The Fifth Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.

81-45157.

OCT 2 10 46 AM '81  
RECEIVED FOR RECORDING  
LUCILLE CAMP  
RECORDER-MARION CO.

WITNESS:

1. This Sixth Amendment shall include the addition of Section  
6 in Phase 2 to the North Willow Park Horizontal Property Regime  
which said Section 6 contains 1.06 acres, more or less, the legal  
description of which is attached hereto and made a part hereof and  
is marked "North Willow Park, Phase 2 - Section Six."

Upon the inclusion of Section 6 to the Regime the percentage  
interest for each unit for Sections 1, 2 & 3 of Phase I 4, 5 & 6  
of Phase 2 of North Willow Park Horizontal Property Regime is  
0.833333.

IN WITNESS WHEREOF, the undersigned has caused this Sixth  
Amendment to Declaration of Horizontal Property Ownership North  
Willow Park Horizontal Property Regime dated December 31, 1980."

R & P ENTERPRISES, INC.

BY: *Joseph E. Quill*, Att. in Fact  
Joseph E. Quill, Attorney in Fact  
for Paul B. Milhous, President  
R & P Enterprises, Inc.

81 - 62214

FILED  
OCT - 2 1981  
015 3214

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

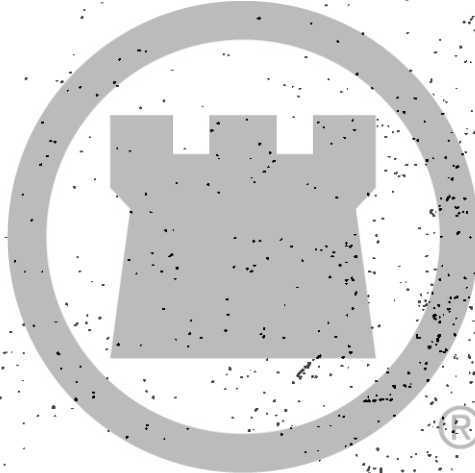
Subscribed and sworn to before me, a Notary Public, in  
and for the above-named state and county, this First day of  
October, 1981.

*Diane M. Hibbeln*  
\_\_\_\_\_  
Notary Public  
DIANE M. HIBBELN

My Commission Expires:

*August 1, 1982*

Resident of *Marion* County



CHICAGO TITLE

This instrument Prepared by Joseph F. Quill, Attorney at Law.

81 62214

Joseph F. Quill  
QUILL, BOBERSCHMIDT, MILLER & TURNER  
613 Union Federal Building  
Indianapolis, Indiana 46204

NORTH WILLOW PARK  
PHASE TWO -- SECTION SIX

A part of the Northeast Quarter of Section 17, Township 17 North, Range 3 East of the Second principal meridian in Marion County, Indiana, being more particularly described as follows, to wit:  
Commencing at the Southeast corner of said quarter section; thence South 89°13'10" West on and along the South line of said quarter section 800.14 feet; thence North 00°18'02" East 452.19 feet to the point of beginning; thence North 89°13'10" East 262.27 feet; thence North 00°46'50" West 95.63 feet; thence South 89°13'10" West 100.46 feet; thence North 00°18'02" East 131.39 feet; thence South 89°13'10" West 160.00 feet; thence South 00°18'02" West 227.04 feet to the point of beginning. Containing 1.06 acres, more or less, and subject to all legal highways, right-of-ways and easements of record.

81 62214

CHICAGO TITLE

NORTH WILLOW PARK  
PHASE TWO -- SECTION SIX

A part of the Northeast Quarter of Section 17, Township 17 North, Range 3 East of the Second principal meridian in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Southeast corner of said quarter section; thence South  $89^{\circ}13'10''$  West on and along the South line of said quarter section 800.14 feet; thence North  $00^{\circ}18'02''$  East 452.19 feet to the point of beginning; thence North  $89^{\circ}13'10''$  East 262.27 feet; thence North  $00^{\circ}46'50''$  West 95.63 feet; thence South  $89^{\circ}13'10''$  West 100.46 feet; thence North  $00^{\circ}18'02''$  East 131.39 feet; thence South  $89^{\circ}13'10''$  West 160.00 feet; thence South  $00^{\circ}18'02''$  West 227.04 feet to the point of beginning. Containing 1.06 acres, more or less, and subject to all legal highways, right-of-ways and easements of record.

81 62214

CHICAGO TITLE

81 69251

CROSS REFERENCE

SEVENTH AMENDMENT TO DECLARATION OF HORIZONTAL  
PROPERTY OWNERSHIP NORTH WILLOW  
PARK HORIZONTAL PROPERTY REGIME DATED DECEMBER 31, 1980

This Seventh Amendment to the Declaration of Horizontal  
Property Ownership of North Willow Park dated December 31,  
1980, by Declarant, R & P Enterprises, Inc., recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-01664 on January 9, 1981, and,

The First Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-20464 on April 8, 1981; and,

The Second Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-28499 on May 12, 1981; and,

The Third Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-32149 on May 27, 1981; and,

The Fourth Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana under Instrument No.  
81-32151 on May 27, 1981; and,

The Fifth Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-45157 on July 17, 1981; and,

The Sixth Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-62214 on October 2, 1981.

WITNESS:

1. This Seventh Amendment shall include the addition of  
Section 7 in Phase 2 to the North Willow Park Horizontal  
Property Regime which said Section 7 contains .68 acres, more  
or less, the legal description of which is attached hereto and  
made a part hereof and is marked "North Willow Park, Phase 2 -  
Section Seven."

81 69251

FILED

NOV 6 - 1981  
018263  
CASH

NOV 10 1981  
MARION COUNTY  
INDIANA

CHICAGO TITLE



Upon the inclusion of Section 7 to the Regime the percentage interest for each unit for Sections 1, 2 & 3 of Phase I and Sections 4, 5 and 6 of Phase II of North Willow Park Horizontal Property Regime is .78125.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to Declaration of Horizontal Property Ownership North Willow Park Horizontal Property Regime dated December 31, 1980.

R & P ENTERPRISES, INC.

BY:

*Joseph F. Quill*  
Joseph F. Quill, Attorney in Fact  
for Paul B. Milhous, President  
R & P Enterprises, Inc.

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public, in and for the above named state and county, this 21 day of November, 1981.

*John A. Salas*  
Notary Public

My Commission Expires:

June 17, 1985

Resident of Marion County.

CHICAGO TITLE

This instrument Prepared by Joseph F. Quill, Attorney at Law

Joseph F. Quill  
QUILL, BOBERSCHMIDT, MILLER & TURNER  
Attorneys at Law  
613 Union Federal Building  
Indianapolis, Indiana 46204  
(317) 632-5892

81 69251

NORTH WILLOW PARK

PHASE 2 - SECTION SEVEN

A part of the Northeast Quarter of Section 17, Township 17 North, Range 3 East of the Second Principal Meridian in Marion County, Indiana, being more particularly described as follows, to wit:

Commencing at the Southeast corner of said Quarter Section, thence South 89 degrees 13 minutes 10 seconds West on and along the South line of said Quarter Section 800.14 feet; thence North 00 degrees 18 minutes 02 seconds East 316.00 feet; thence North 89 degrees 13 minutes 10 seconds East 335.31 feet to the POINT OF BEGINNING; thence North 30 degrees 16 minutes 50 seconds West 74.63 feet; thence North 01 degrees 33 minutes 30 seconds East 65.59 feet; thence North 86 degrees 03 minutes 05 seconds East 250.84 feet; thence South 02 degrees 13 minutes 10 seconds West 9.38 feet; thence South 20 degrees 43 minutes 08 seconds West 124.00 feet; thence South 59 degrees 43 minutes 10 seconds West 391.80 feet; thence South 89 degrees 13 minutes 10 seconds West 135.80 feet to the POINT OF BEGINNING. Containing 0.68 acres, more or less, and subject to all legal highways, right-of-way and easements of record.

CHICAGO TITLE

81 69251

82 07921

ORIGINAL

*See*

CROSS REFERENCE

CROSS REFERENCE

EIGHTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP NORTH WILLOW  
PARK HORIZONTAL PROPERTY  
REGIME DATED DECEMBER 31, 1980

(Does Not Affect Percentage Interest)

This Eighth Amendment to the Declaration of Horizontal Property Ownership of North Willow Park dated December 31, 1980, by Declarant, R & P Enterprises, Inc., recorded with the Recorder of Marion County, Indiana, under Instrument No. 81-01664 on January 9, 1981, and,

The First Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 81-20454 on April 8, 1981; and,

The Second Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 81-28499 on May 12, 1981; and,

The Third Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 81-32149 on May 27, 1981; and,

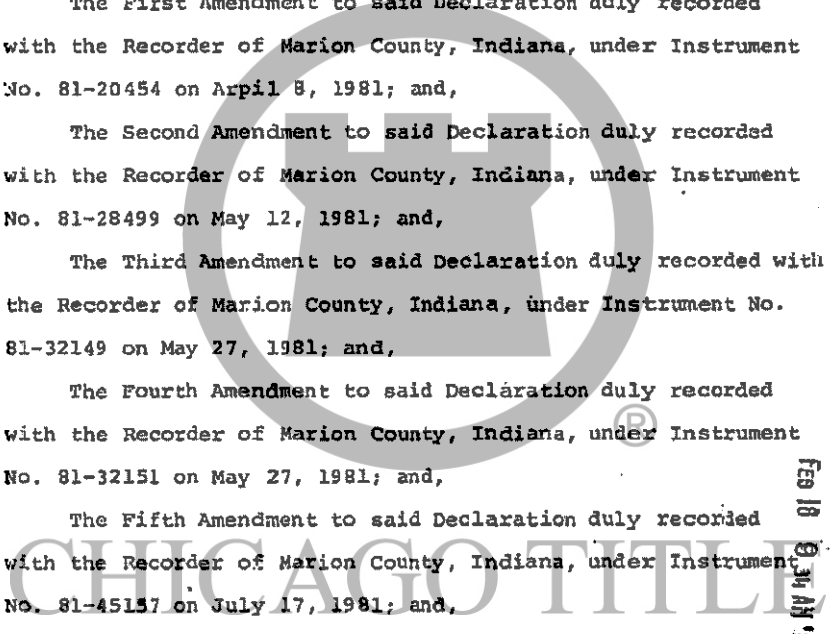
The Fourth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 81-32151 on May 27, 1981; and,

The Fifth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 81-45157 on July 17, 1981; and,

The Sixth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 81-62214 on October 2, 1981, and,

The Seventh Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 81-69251.

Whereas, the following amendments are hereby incorporated into said original Declaration, as amended, and said Declaration, as amended, is further Amended as follows: **82 07921**



RECEIVED FOR RECORDS  
LUCILLE GAMP  
RECORDER-MARION CO.  
FEB 18 9 34 AM '82

WITNESS:

1. That Article 27 of said Declaration is amended by deleting the following words: "until the last dwelling unit is sold" and inserting, in lieu thereof, the following: "120 days after the date by which 75% of the units have been conveyed to until purchasers."

2. There is added a further Article (Article 32) which provides as follows:

"32. The Horizontal Property Regime may not be amended (except for adjustment of percentage interests as units are annexed) or merged with a successors condominium regime without prior written approval of the Veterans Administration."

3. There is added a further Article (Article 33) which provides as follows:

"33. In the event a Management Agreement is executed, same shall run for a period of no more than one (1) year and shall be renewable by consent of the Co-Owners' Association's Board of Managers. Such agreement will contain a clause allowing termination of the Management Agreement for cause upon thirty (30) days notice."

4. That Article 8 of said Declaration is amended by deleting of the following words in the second paragraph thereof:

"of sixty percent (60%) of the Co-Owners."

IN WITNESS WHEREOF, the undersigned has caused this Eighth Amendment to the Declaration of the Horizontal Property Ownership of North Willow Park Horizontal Property Regime to be executed this 12<sup>th</sup> day of FEBRUARY, 1982.

R & P Enterprises, Inc.

"Declarant"

By: Joseph P. Guille  
JOSEPH P. GUILLE

82 07921

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Subscribed and sworn to before me, a Notary Public,  
in and for the above named State and County, this 12th day  
of February, 1982.

Sherry L. Douglas  
Notary Public SHERRY L. DOUGLAS  
Resident of Marion County

My Commission Expires:

11-15-85



# CHICAGO TITLE

This instrument prepared by Joseph F. Quill, Attorney at Law.

JOSEPH F. QUILL  
Attorney at Law  
QUILL, BOBERSCHMIDT, MILLER & TURNER  
613 Union Federal Building  
Indianapolis, Indiana 46204      82 07921  
Telephone: (317) 632-5892

**FILED**

MAR 5 1982  
04/27/82  
CROSS REFERENCE

82 10820

**RECEIVED**

MAR 05 1982

PIKE TOWNSHIP  
ASSESSOR

NINTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP NORTH WILLOW  
PARK HORIZONTAL PROPERTY  
REGIME DATED DECEMBER 31, 1980

This Ninth Amendment to the Declaration of Horizontal  
Property Ownership of North Willow Park dated December 31,  
1980, by Declarant, R & P Enterprises, Inc., recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-01664 on January 9, 1981, and

The First Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-20454 on April 8, 1981; and, (S/B 81-206A)

The Second Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-28499 on May 12, 1981; and

The Third Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-32149 on May 27, 1981; and

The Fourth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-32151 on May 27, 1981; and,

The Fifth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-45157 on July 17, 1981; and,

The Sixth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-62214 on October 2, 1981, and,

The Seventh Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-69251.

The Eighth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 82-07921.

Whereas, the following amendments are hereby incorporated  
into said original Declaration, as amended, and said Declaration  
as amended, is further amended as follows:

82 10820

Erroneous  
ref

RECEIVED FOR RECORD  
LUCILLE CAMP  
RECORDER-MARION CO.  
MAR 5 1 05 PM '82

RECEIVED FOR RECORD  
LUCILLE CAMP  
RECORDER-MARION CO.  
MAR 5 1 05 PM '82

CHICAGO TITLE

This Ninth Amendment shall include the addition of Section 8 in Phase II to the North Willow Park Horizontal Property Regime which said Section 8 contains .49 acres, more or less, the legal description of which is attached hereto and made part hereof and is marked "North Willow Park, Phase Two, Section Eight."

Upon the inclusion of the said Section 8 to the Regime, the percentage interest for each unit now incorporated into the Regime (including Section 8) is .735294.

IN WITNESS WHEREOF, the undersigned has caused this Ninth Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime.

R & P ENTERPRISES, INC.

BY:

*Joseph F. Quill*  
JOSEPH F. QUILL

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared JOSEPH F. QUILL and who after having been duly sworn upon his oath, stated that the above and foregoing Ninth Amendment to the Declaration of the Horizontal Property Ownership North Willow Park Horizontal Property Regime is true to the best of his knowledge, information and belief.

Dated: 3-4-82

My Commission Expires:

11-19-85

*Sherry L. Douglas*  
Notary Public SHERRY L. DOUGLAS  
Resident of Marion



This Instrument Prepared By: Joseph F. Quill, Attorney at Law

82 10820

NORTH WILLOW PARK  
PHASE TWO -- SECTION EIGHT

A part of the Northeast Quarter of Section 17, Township 17 North, Range 3 East of the Second principal meridian in Marion County, Indiana, being more particularly described as follows:

Commencing at the Southeast Corner of said Quarter section; thence North  $00^{\circ}18'02''$  East on and along the East line of the aforesaid quarter section 451.00' to the point of beginning of this description; thence continue North  $00^{\circ}18'02''$  East on and along said East Line 114.90 feet; thence South  $89^{\circ}13'10''$  West 210.63 feet; thence North  $02^{\circ}13'10''$  East 91.20 feet; thence North  $89^{\circ}13'10''$  East 207.58 feet to the aforesaid East line; thence North  $00^{\circ}18'02''$  East on and along said East line 113.82 feet; thence North  $89^{\circ}41'58''$  West 20.00 feet, thence North  $13^{\circ}44'08''$  West 13.86 feet; thence South  $89^{\circ}13'10''$  West 245.04 feet; thence South  $09^{\circ}16'50''$  East 122.11 feet; thence South  $03^{\circ}33'40''$  East 37.07 feet, thence South  $02^{\circ}13'10''$  West 176.09 feet; thence North  $89^{\circ}13'10''$  East 251.48 feet to the point of beginning. Containing 1.49 acres, more or less, and subject to all legal highways, right-of-way and easements of record.

CHICAGO TITLE

EXHIBIT "A"

82 10820



6.50

RECEIVED FOR RECORD  
LUCILLE CAMP  
RECORDER-MARION CO.

APR 14 10 57 AM '82

CROSS REFERENCE

82 18064

CROSS REFERENCE

TENTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP NORTH WILLOW  
PARK HORIZONTAL PROPERTY  
REGIME DATED DECEMBER 31, 1980

This Tenth Amendment to the Declaration of Horizontal  
Property Ownership of North Willow Park dated December 31,  
1980, by Declarant, R & P Enterprises, Inc., recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
91-01664 on January 9, 1981, and

*Erroneous  
had  
ref*

The First Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-20454 on April 8, 1981; and, (SIB 31 - 2064)

The Second Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-28499 on May 12, 1981; and,

The Third Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-32149 on May 27, 1981; and,

The Fourth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-32151 on May 27, 1981; and,

The Fifth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-45157 on July 17, 1981; and,

The Sixth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-62214 on October 2, 1981, and,

The Seventh Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-69251 on November 6, 1981; and

The Eighth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 82-07921 on February 18, 1982; and,

82 18064

The Ninth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-10820 on March 5, 1982.

Whereas, the following amendment is hereby incorporated into said original Declaration, as amended, and said Declaration as amended, is further amended as follows:

This Tenth Amendment shall include the addition of the following language:

At Item 5(b) at page 5 of said original Declaration, after the word "garages." the following language is inserted:

"but excluding common walls between attached Dwelling Units which common walls are part of the common area."

IN WITNESS WHEREOF, the undersigned has caused this Tenth Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, this 31st day of March, 1982.

R & P ENTERPRISES, INC.

BY: Talbott W. Denny  
TALBOTT W. DENNY

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared Talbott W. Denny and who after having been duly sworn upon his oath, stated that the above and foregoing Tenth Amendment to the Declaration of the Horizontal Property Ownership North Willow Park Horizontal Property Regime is true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal this 31st day of March, 1982.

My Commission Expires:

11-19-85

Sherry L. Douglas  
Notary Public SHERRY L. DOUGLAS  
Resident of Marion County

82 18064

This Instrument Prepared by Joseph F. Quill, Attorney at Law

CROSS REFERENCE

82 26013

CROSS REFERENCE

95  
FILED

MAY 21 1982  
1989

ELEVENTH AMENDMENT TO THE  
DECLARATION OF THE HORIZONTAL  
PROPERTY OWNERSHIP NORTH WILLOW  
PARK HORIZONTAL PROPERTY  
REGIME DATED DECEMBER 31, 1980

This 11th Amendment to the Declaration of Horizontal  
Property Ownership of North Willow Park dated December 31,  
1980, by Declarant, R & P Enterprises, Inc., recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-01664 on January 9, 1981, and

The First Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-20454 on April 8, 1981; and,

*ERRON*  
*31-*  
*5/3 2017*

The Second Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-28499 on May 12, 1981; and,

The Third Amendment to said Declaration duly recorded with  
the Recorder of Marion County, Indiana, under Instrument No.  
81-32149 on May 27, 1981; and,

The Fourth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-32151 on May 27, 1981; and,

The Fifth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-45157 on July 17, 1981; and,

The Sixth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-62214 on October 2, 1981; and,

The Seventh Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 81-69251 on November 6, 1981; and,

The Eighth Amendment to said Declaration duly recorded  
with the Recorder of Marion County, Indiana, under Instrument  
No. 82-07921 on February 18, 1982; and,

RECEIVED FOR RECORDS  
BUCKLE CAMP  
RECORDER-MARION CO

MAY 21 9 38 AM '82

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RECEIVED

MAY 21 1982  
PIKE TOWNSHIP  
ASSESSOR

The Ninth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-10820 on March 5, 1982.

The Tenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-18064 on April 14, 1982.

Whereas, the following amendment is hereby incorporated into said original Declaration, as amended, (as the Eleventh Amendment thereto) and said Declaration, as amended, is further amended to include Sections 9 and 10 in Phase II to the North Willow Park Horizontal Property Regime which said Sections 9 and 10 contain 1.981 acres in the aggregate, more or less, the respective legal descriptions of which are attached hereto, made a part hereof, and is marked "North Willow Park, Phase Two, Sections Nine and Ten," (Exhibit "A").

Upon the inclusion of the said Sections 9 and 10 to the Regime, the percentage interest for each unit now incorporated into the Regime (including Sections 9 and 10) is 0.65789%.

IN WITNESS WHEREOF, the undersigned has caused this Eleventh Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, this 20<sup>th</sup> day of May, 1982.

R & P ENTERPRISES, INC

BY: Talbot W. Denny  
TALBOT W. DENNY

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for said County and State, personally appeared Talbot W. Denny, and who after having been duly sworn upon his oath, stated that the

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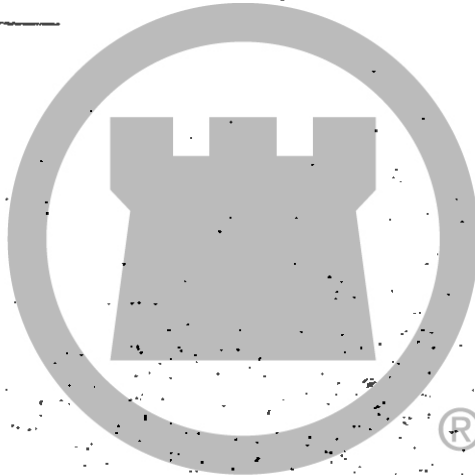
above and foregoing Eleventh Amendment to the Declaration  
of the Horizontal Property Ownership North Willow Park  
Horizontal Property Regime is true to the best of his know-  
ledge, information and belief.

Witness my hand and Notarial Seal this 20th day of May,  
1982.

*Sherry L. Douglas*  
Sherry L. Douglas, Notary Public  
Resident of Marion County

My Commission Expires:

11-19-85



This Instrument Prepared by Joseph F. Quill, Attorney at Law.

CHICAGO TITLE

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NORTH WILLOW PARK, PHASE II, SECTION 9 AND 10

SECTION 9

A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 89°13'10" WEST ON AND ALONG THE SOUTH LINE OF SAID QUARTER SECTION 800.14 FEET; THENCE NORTH 00°18'02" EAST 679.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°18'02" EAST 124.00 FEET; THENCE NORTH 89°13'10" EAST 296.00 FEET; THENCE SOUTH 16°09'47" EAST 129.26 FEET; THENCE NORTH 89°13'10" EAST 100.00 FEET; THENCE SOUTH 01°22'15" WEST 225.00 FEET; THENCE SOUTH 86°03'05" WEST 130.00 FEET; THENCE NORTH 01°33'30" EAST 147.82 FEET; THENCE NORTH 28°13'10" EAST 48.11 FEET; THENCE NORTH 11°16'50" WEST 48.11 FEET; THENCE SOUTH 78°43'10" WEST 24.00 FEET; THENCE SOUTH 89°13'10" WEST 291.37 FEET TO THE POINT OF BEGINNING. CONTAINING 1.544 ACRES, MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

SECTION 10

ALSO, COMMENCING AT THE AFOREMENTIONED SOUTHEAST CORNER OF SAID NORTHEAST QUARTER SECTION; THENCE NORTH 00°18'02" EAST ON AND ALONG THE EAST LINE OF SAID NORTHEAST QUARTER SECTION 565.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°18'02" EAST 91.09 FEET; THENCE SOUTH 89°13'10" WEST 207.58 FEET; THENCE SOUTH 02°13'10" WEST 91.20 FEET; THENCE NORTH 89°13'10" EAST 210.63 FEET TO THE POINT OF BEGINNING. CONTAINING 0.437 ACRE, MORE OR LESS, AND SUBJECT TO ALL LEGAL HIGHWAYS, RIGHTS-OF-WAY AND EASEMENTS OF RECORD.

CONTAINING IN ALL 1.981 ACRES, MORE OR LESS.

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EXHIBIT "A"