

CROSS REFERENCE
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(28)

MAY 28 1982
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82 27521

CROSS REFERENCE

RECEIVED

MAY 28 1982
PIKE TOWNSHIP
ASSESSOR

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

This Twelfth 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,

MAY 28 10 09 AM '82
RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.

The First Amendment to said Declaration duly recorded with
the Recorder of Marion County, Indiana, under Instrument

*Erron
Ref
s/b 81-20454*

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 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 27521

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.

The Eleventh Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-26013 on May 21, 1982.

Whereas, the following amendment is hereby incorporated into said original Declaration, as amended, (as the Twelfth Amendment thereto) and said Declaration, as amended, is further amended to include Section 11 in Phase II to the North Willow Park Horizontal Property Regime which said Section II contains 0.29 acres in the aggregate, more or less, the legal description of which is attached hereto, made a part hereof, and is marked "North Willow Park, Phase Two, Section 11" (Exhibit "A").

Upon the inclusion of the said Section 11 to the Regime, the percentage interest for each unit now incorporated into the Regime (including Section 11) is 0.641024.

IN WITNESS WHEREOF, the undersigned has caused this [®] Twelfth Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, this 27 day of May, 1982.

R & P ENTERPRISES, INC.

BY


TALBOTT W. DENNY

82 27521

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Talbott W. Penny and who after having been duly sworn upon his oath, stated that the above and foregoing Twelfth 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 27 day of May, 1982.

Shirley L. Douglas
Shirley 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
82 27521

CROSS REFERENCE

82 52381

CROSS REFERENCE

FILED

950

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

SEP 25 1982
037231

This 13th 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,

Ercon

S/B
31-2067

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; 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 52381

RECEIVED FOR RECORD
LUCILLE CAMP
RECORDER-MARION CO.
SEP 23 12 02 PM '82

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

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

The Eleventh Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-26013 on May 21, 1982; and,

The Twelfth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-27521 on May 28, 1982.

Whereas, the following amendment is hereby incorporated into said original Declaration, as amended, (As the Twelfth Amendment thereto) and said Declaration, as amended, is further amended to include Sections 12 and 13 in Phase II to the North Willow Park Horizontal Property Regime which said Sections 12 and 13 contain 2.10 acres in the aggregate, more or less, the respective legal descriptions of which are attached hereto, made a part hereof, and are marked "North Willow Park, Phase Two, Section Twelve and Section Thirteen," (Exhibit "A").

Upon the inclusion of the said Sections 12 and 13 to the Regime, the percentage interest for each unit now incorporated into the Regime (including Sections 12 and 13) is 0.59523 %.

IN WITNESS WHEREOF, the undersigned has caused this Eleventh Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, this 23rd day of September, 1982. **82 52381**

R & P ENTERPRISES, INC.

By: 

JOSEPH F. QUILL, Attorney-in-Fact for Paul B. Milhous, President, R & P Enterprises, Inc.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President, R & Enterprises, Inc., and who after having been duly sworn upon his oath, stated that the 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 knowledge, information and belief.

Witness my hand and Notarial Seal this 23rd September, 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.

82 52381

NORTH WILLOW PARK, PHASE TWO--SECTION TWELVE AND SECTION THIRTEEN

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 North 00°18'02" East on and along the East Line of said Quarter Section 700.82 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; thence North 89°41'58" West on and along said South Line 20.00 feet; thence North 13°44'08" West on and along the West Line of said Land 13.86 feet to the point of beginning of this description of Section 12, said point also being the Northeast Corner of North Willow Park, Section Eight as Recorded as Instrument #82-10821 in the Office of the Recorder of Marion County; thence continue North 13°44'08" West, 89.22 feet; thence North 00°18'02" East 25.00 feet; thence North 87°25'08" West, 216.07 feet; thence South 03°43'10" West 125.00 Feet to the North Line of North Willow Park, Section Eight; thence North 89°13'10" East, 245.04 feet to the point of beginning. Containing 0.62 acre, more or less and subject to all legal highways, rights-of-way and easements of record.

803.23 Also commencing at the aforesaid southeast corner of said Northeast 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 803.23 feet to the point of beginning of this description of Section 13. Said Point also being the Northwest Corner of North Willow Park, Section Nine as recorded by Instrument #82-26014 in the Office of the Recorder of Marion County Indiana; thence continue North 00°18'02" East 110.00 feet; thence North 89°13'10" East, 253.06 feet; thence North 00°01'50" West 112.40 feet; thence South 89°13'10" West 92.41 feet; thence North 00°18'02" East 185.00 feet; thence North 89°13'10" East 100.73 feet; thence South 41°01'50" East, 140.00 feet; thence South 48°58'10" West, 40.00 feet; thence South 24°28'10" West, 82.11 feet; thence South 00°01'50" East 151.34 feet; thence South 06°12'43" East 49.28 feet to the North Line of said Section Nine; thence South 89°13'10" West, 296.00 feet to the point of beginning. Containing 1.48 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

Containing in all 2.10 acres, more or less

82 52381

EXHIBIT "A"

950

CROSS REFERENCE

82 63933

FILED

CROSS REFERENCE

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

NOV 15 1981
MARION COUNTY

This 14th 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,

FROM
31 -
5/3 2014

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; 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 63933

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NOV 15 1982
PIKE TOWNSHIP
ASSESSOR

RECORDED FOR RECORD
RECORDED-MARION CO
NOV 15 11 27 AM '82

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

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

The Eleventh Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-26013 on May 21, 1982; and,

The Twelfth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana under Instrument No. 82-27521 on May 28, 1982.

The Thirteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-52381 on September 23, 1982.

Whereas, the following amendment is hereby incorporated into said original Declaration, as amended, as the Fourteenth Amendment thereto and said Declaration, as amended, is further amended to include Section 14 in Phase II to the North Willow Park Horizontal Property Regime which said Section 14 contains 0.55 acres, more or less, the legal description of which is attached hereto, made a part hereof, and is marked "North Willow Park, Phase Two, Section Fourteen," (Exhibit "A");

Upon the inclusion of the said Section 14 to the said Regime, the percentage interest for each unit now incorporated into the said Regime (including Section 14) is .58139 %.

IN WITNESS WHEREOF, the undersigned has caused this Fourteenth Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, this 11 day of November, 1982:

R & P ENTERPRISES, INC.

By:

Joseph P. Quill
JOSEPH P. QUILL, Attorney-in-
Fact for Paul B. Miller, Jr.,
President, R & P Enterprises, Inc.

82 63933

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President, R & P Enterprises, Inc., and who after having been duly sworn upon his oath, stated that the above and foregoing Fourteenth 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 11 day of November, 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

82 63930

NORTH WILLOW PARK

SECTION FOURTEEN

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 North $00^{\circ}18'02''$ East on and along the East Line of said Quarter Section 770.82 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; thence North $89^{\circ}41'58''$ West on and along said South Line 20.00 feet to the West Line of said Land; thence North $13^{\circ}44'08''$ West on and along the West Line of said Land 103.08 feet; thence North $00^{\circ}18'02''$ East on and along the West Line of said Land 25.00 feet to the Point of Beginning of this description of Section 14, said Point also being the Northeast Corner of North Willow Park, Section 12, as Recorded in Instrument #82-52382, in the Office of the Recorder of Marion County; thence continue North $00^{\circ}18'02''$ East on and along said West Line 112.00 feet; thence North $87^{\circ}25'08''$ West 209.39 feet; thence South $03^{\circ}43'10''$ West 111.93 feet to the North Line of North Willow Park, said Section Twelve; thence South $87^{\circ}25'08''$ East on and along said North Line 216.07 feet to the Point of Beginning. Containing 0.55 Acres, more or less, a.s. subject to all legal highways, rights-of-way, and easements of record.



CHICAGO TITLE

EXHIBIT "A"

82 63933

FILED
JAN 17 1983
MARION CO. INDIANA

CROSS REFERENCE

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83 03589

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

CROSS REFERENCE

This 15th 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 Instrumen
No. 81-20464 on April 8, 1981; and,

*Enron
S/B
81-2067*

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RECORDER-MARION CO.
JAN 17 3 40 PM '83

The Second Amendment to said Declaration duly recorded
with the Recorder of Marion County, Indiana, under Instrumen
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 Instrumen
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,

83 03589

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

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

The Eleventh Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-26013 on May 21, 1982; and,

The Twelfth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-27521 on May 28, 1982.

The Thirteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-52381 on September 23, 1982.

The Fourteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-63933 on November 15, 1982.

Whereas, the following amendment is hereby incorporated into said original Declaration, as amended, as the Fifteenth Amendment thereto and said Declaration, as amended, is further amended to include Section 15 in Phase II to the North Willow Park Horizontal Property Regime which said Section 15 contains 0.32 acre, more or less, the legal description of which is attached hereto, made a part hereof, and is marked "North Willow Park, Phase Two, Section Fifteen," (Exhibit "A").

Upon the inclusion of the said Section 15 to the said Regime, the percentage interest for each unit now incorporated into the said Regime (including Section 15) is .56818%.

IN WITNESS WHEREOF, the undersigned has caused this Fifteenth Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, this 13 day of January, 1983.

R & P ENTERPRISES, INC.

By: *Joseph F. Quill*

JOSEPH F. QUILL, Attorney-in-Fact for Paul S. Milhaus, President, R & P Enterprises, Inc.

83 03539

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President, R & P Enterprises, Inc., and who after having been duly sworn upon his oath, stated that the above and foregoing Fifteenth 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 13 day of January, 1983.

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

My Commission Expires:

11-19-85

CHICAGO TITLE

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

83 03589

NORTH WILLOW PARK

PHASE TWO - SECTION FIFTEEN

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 North $00^{\circ}18'02''$ East on and Along the East Line of Said Quarter Section 451.00 Feet; Thence South $89^{\circ}13'10''$ West 251.48 Feet; Thence North $02^{\circ}13'10''$ East 9.38 feet to the Point of Beginning of this Description of Section Fifteen; Thence North $02^{\circ}13'10''$ East 115.00 Feet on and Along the West Line of North Willow Park, Section Eight, as Recorded in Instrument #82-10821 in the Office of the Recorder of Marion County, Indiana; Thence South $86^{\circ}03'05''$ West 122.54 Feet; Thence South $01^{\circ}22'15''$ West 114.92 Feet on and Along the East Line of North Willow Park, Section Nine, as Recorded in Instrument #82-26014, in the Office of the Recorder of Marion County, Indiana; Thence North $86^{\circ}03'05''$ East 120.84 Feet on and Along the North Line of North Willow Park, Section Seven, as Recorded in Instrument #81-69252 in the Office of the Recorder of Marion County, Indiana, to the Point of Beginning. Containing 0.32 Acres, More or Less, and Subject to all Legal Highways, Rights-of-Way and Easements of Record.



CHICAGO TITLE

EXHIBIT "A"

83 03589

FILED
JAN 19 1983
MARION COUNTY, INDIANA

CROSS REFERENCE

CROSS REFERENCE

RECEIVED

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83 04061

JAN 19 1983

SIXTEENTH AMENDMENT TO THE
DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP NORTH WILLOW
PARK HORIZONTAL PROPERTY
PIKE TOWNSHIP
ASSESSOR

This 16th 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 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,

83 04061

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RECORDER-MARION CO.

JUN 19 11 56 AM '83

CHICAGO TITLE

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

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

The Eleventh Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-26013 on May 21, 1982; and,

The Twelfth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-27521 on May 28, 1982.

The Thirteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-52381 on September 23, 1982.

The Fourteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-63933 on November 1, 1982; and,

The Fifteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-3589 on January 17, 1983.

Whereas, the following amendment is hereby incorporated into said original Declaration, as amended, as the Sixteenth Amendment thereto and said Declaration, as amended, is further amended to include Sections 16 and 17 in Phase II to the North Willow Park Horizontal Property Regime which said Sections 16 and 17 contain 5.59 acres and 1.76 acres, respectively, or a total of 7.35 acres, more or less, the legal description of which is attached hereto, made a part hereof, and is marked "North Willow Park, Phase Two, Sections Sixteen and Seventeen" (Exhibit "A").

Upon the inclusion of said Sections 16 and 17 to the said Regime, the percentage interest for each unit now incorporated into the said Regime (including Sections 16 and 17) is .510203

83 04061

IN WITNESS WHEREOF, the undersigned has caused this Sixteenth Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, this 13 day of January, 1983, to be executed.

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)

Before me, a Notary Public, in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President, R & P Enterprises, Inc., and who after having been duly sworn upon his oath stated that the above and foregoing Sixteenth 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 13 day of January, 1983.

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.

83 04061

NORTH WILLOW PARK

PHASE TWO

SECTIONS SIXTEEN AND SEVENTEEN

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 913.23 Feet to the Point of Beginning of this Description of Section Sixteen. Said Point also being the Northwest Corner of North Willow Park, Section 13, as Recorded by Instrument #82-52382 in the Office of the Recorder of Marion County, Indiana, Thence North 89°13'10" East 253.06 Feet; Thence North 00°01'50" West 112.40 Feet; Thence South 89°13'10" West 92.41 Feet; Thence North 00°18'02" East 185.00 Feet; Thence North 89°13'10" East 100.73 Feet; Thence South 41°01'50" East 140.00 Feet; Thence South 48°58'10" West 40.00 Feet; Thence South 24°28'10" West 82.11 Feet; Thence South 00°01'50" East 100.00 Feet; Thence North 89°13'10" East 140.00 Feet; Thence North 00°18'02" East 288.91 Feet; Thence North 35°44'46" West 156.27 Feet; Thence North 00°18'02" East 320.00 Feet to the South Right-of-Way Line of Interstate 465; Thence South 86°20'07" West on and along said South Right-of-Way Line 300.37 Feet; Thence North 89°22'12" West on and Along Said South Right-of-Way Line 38.43 Feet; Thence South 00°18'02" West 713.23 Feet to the Point of Beginning. Containing 5.59 Acres, More or Less and Subject to All Legal Highways, Rights-of-Way and Easements of Record.

Also Commencing at the Aforesaid Southeast Corner of Said Quarter Section; Thence North 00°18'02" East on and Along the East Line of Said Quarter Section 770.82 Feet; Thence North 89°41'58" West 20.00 Feet; Thence North 13°44'08" West 103.08 Feet; Thence North 00°18'02" East 137.00 Feet to the Point of Beginning of this Description of Section 17, Said Point also Being the Northeast Corner of North Willow Park, Section 14 as Recorded in Instrument #82-63933 in the Office of the Recorder of Marion County, Indiana; Thence North 00°18'02" East 163.00 Feet; Thence North 05°24'36" West 170.00 Feet; Thence South 84°35'24" West 205.00 Feet; Thence South 19°27'42" West 194.32 Feet; Thence South 40°00'00" East 119.33 Feet; Thence South 03°43'10" West 28.92 Feet; Thence South 87°25'08" East 209.39 Feet to the Point of Beginning. Containing 1.76 Acres, More or Less, and Subject to all Legal Highways, Rights-of-Way and Easements of Record.

Containing in All 7.35 Acres, More or Less.

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EXHIBIT "A"

RECEIVED

FEB 28 1983

PIKE TOWNSHIP
ASSESSOR

83 12982

SEVENTEENTH AMENDMENT TO THE
DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP NORTH WILLOW
PARK HORIZONTAL PROPERTY

950
FILED

005959

CROSS REFERENCE

CROSS REFERENCE

This 17th 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; 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-J7921 on February 18, 1982; and,

83 12982

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.
Feb 28 2 49 PM '83

CHICAGO TITLE

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

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

The Eleventh Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-26013 on May 21, 1982; and,

The Twelfth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-27521 on May 28, 1982; and,

The Thirteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-52381 on September 23, 1982; and,

The Fourteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-63933 on November 15, 1982; and,

The Fifteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-3589 on January 17, 1983; and,

The Sixteenth Amendment to said Declaration was duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-4061 on January 19, 1983; and,

WHEREAS, the following amendment is hereby incorporated into said original Declaration, as amended, as the Seventeenth Amendment thereto and said Declaration, as amended, is further amended to include Section 18 in Phase II to the North Willow Park Horizontal Property Regime which said Section 18 contains 0.60 acre, more or less, the legal description of which is attached hereto, made a part hereof, and is marked "North Willow Park, Section Eighteen" (Exhibit "A").

Upon the inclusion of said Section 18 to the said Regime, the percentage interest for each unit now incorporated into

83 12982

the said Regime (including Section 18) is .5000%.

IN WITNESS WHEREOF, the undersigned has caused this
Seventeenth Amendment to the Declaration of Horizontal Property
Ownership, North Willow Park Horizontal Property Regime, this
28 day of February, 1983, to be executed.

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)

Before me, a Notary Public, in and for said County and
State, personally appeared Joseph F. Quill, Attorney-in-Fact
for Paul B. Milhous, President, R & P Enterprises, Inc., and
who after having been duly sworn upon his oath stated that
the above and foregoing Seventeenth Amendment to the Declara-
tion 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 28th day of
February, 1983.

Sherry K. Douglas
Sherry K. Douglas, Notary Public
Resident of Marion County



My Commission Expires:

11-19-85

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

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NORTH WILLOW PARK--SECTION EIGHTEEN

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 North 00°18'02" East on and along the East Line of said Quarter Section 770.82 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; Thence North 89°41'58" West on and along said South Line 20.00 feet to the West line of said land; Thence North 13°44'08" West on and along the West line of said land 103.08 feet; Thence North 00°18'02" East on and along the West line of said land 25.00 Feet to the Northeast Corner of North Willow Park Section 12, as recorded in Instrument #82-52382 in the Office of the Recorder of Marion County, Indiana; Thence North 87°25'08" West on and along the North line of said Section 12, said line also being the South line of North Willow Park, Section 14, as recorded in Instrument #82-63933 in the Office of the Recorder of Marion County, Indiana, 216.07 feet to the Northwest Corner of said Section 12 also being the beginning point of this description; Thence North 03°43'10" East on and along the West line of said Section 14, 140.85 feet to a point on the West line of North Willow Park Section 16, as recorded in Instrument #83-04062 in the Office of the Recorder of Marion County, Indiana; Thence North 40°00'00" West on and along the West line of said Section 16 119.33'; Thence North 19°27'42" East on and along the West line of said Section 16, 53.60 feet; Thence South 89°13'10" West 57.88 feet to a point on the East line of North Willow Park Section 17, as recorded in Instrument #83-04062 in the Office of the Recorder of Marion County, Indiana; Thence South 00°18'02" West on and along the East line of said Section 17, 228.91 feet; Thence North 86°13'27" East 109.33 to the beginning point of this description. Containing 0.60 Acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

CHICAGO TITLE
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EXHIBIT "A"

FILED

75

APR 6 1983

Henry H. York
MARION COUNTY RECORDER

CROSS REFERENCE

83 21993

RECEIVED

APR 06 1983

BIKE TOWNSHIP
ASSESSOR

CROSS REFERENCE

RECEIVED FOR RECORD
BETTY J. LAUGHLIN
RECORDER - MARION CO.

APR 6 10 57 AM '83

**EIGHTEENTH AMENDMENT TO THE
DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP NORTH WILLOW
PARK HORIZONTAL PROPERTY**

This 18th 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; 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. 82-07521 on February 18, 1982; and,

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

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

The Eleventh Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-26013 on May 21, 1982; and,

The Twelfth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-27521 on May 28, 1982; and,

The Thirteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-52381 on September 23, 1982; and,

The Fourteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-63933 on November 15, 1982; and,

The Fifteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-3589 on January 17, 1983; and,

The Sixteenth Amendment to said Declaration was duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-4061 on January 19, 1983; and,

The Seventeenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-12982 on February 28, 1983; and,

WHEREAS, the following amendment is hereby incorporated into said original Declaration, as amended, as the Eighteenth Amendment thereto and said Declaration, as amended, is further amended to include Sections 19 and 20 of the North Willow Park Horizontal Property Regime which said Section 19 contains 0.56 acre, more or less, and Section 20 contains 3.13 acres, more or less, or a total of 3.69 acres in both, the legal description

of which is attached hereto, made a part hereof, and is marked "North Willow Park--Section Nineteen" and North Willow Park--Section Twenty" (Exhibit "A").

Upon the inclusion of said Sections 19 and 20 to the said Regime, the percentage interest for each unit now incorporated into the said Regime (including Sections 19 and 20) is .471698.

IN WITNESS WHEREOF, the undersigned has caused this Eighteenth Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, this 1st day of April, 1983, to be executed.

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)

Before me, a Notary Public, in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President, R & P Enterprises, Inc., and who after having been duly sworn upon his oath stated that the above and foregoing Eighteenth 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 1st day of April, 1983.

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

83 21993

Exhibit A

NORTH WILLOW PARK--SECTION NINETEEN

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 North $00^{\circ}18'02''$ East on and along the East line of said Quarter Section 451.00 feet to the Southeast Corner of North Willow Park Section Eight as recorded in Instrument #82-10821 in the Office of the Recorder of Marion County, Indiana; Thence South $89^{\circ}13'10''$ West on and along the South line of said Section Eight 251.48 Feet to the Southwest Corner of said Section Eight; Thence North $02^{\circ}13'10''$ East on and along the West line of said Section Eight 124.38 feet to the beginning point of this description; Thence continue North $02^{\circ}13'10''$ East on and along said West line 51.71 feet; Thence North $03^{\circ}33'40''$ West on and along said West line 37.07 feet; Thence North $09^{\circ}16'50''$ West on and along said West line 122.11 Feet to the Northwest Corner of said Section Eight; Thence South $89^{\circ}39'24''$ West 97.05 Feet to the Northeast Corner of North Willow Part Section Eleven as Recorded in Instrument #82-27522 in the Office of the Recorder of Marion County, Indiana; Thence South $01^{\circ}22'15''$ West on and along the East line of said Section Eleven and North Willow Park Section Nine as Recorded in Instrument #82-26014 in the Office of the Recorder of Marion County, Indiana, 217.10 feet to the Northwest Corner of North Willow Park Section Fifteen as Recorded in Instrument #83-03590 in the Office of the Recorder of Marion County, Indiana; Thence North $86^{\circ}03'05''$ East on and along the North line of said Section Fifteen 122.54 Feet to the Northeast Corner of said Section Fifteen and the beginning point of this description. Containing 0.56 Acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

NORTH WILLOW PARK--SECTION TWENTY

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:

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Commencing at the Southeast Corner of said Quarter Section; Thence North $00^{\circ}18'02''$ East on and along the East Line of said Quarter Section 770.82 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; Thence North $89^{\circ}41'58''$ West on and along said South line 20.00 feet to the West line of said land; Thence North $13^{\circ}44'08''$ West on and along the West line of said land 103.08 feet; Thence North $00^{\circ}18'02''$ East on and along said West line of said Land 300.00 Feet; Thence North $05^{\circ}24'36''$ West on and along the West line of said Land 170.00 feet to the Northeast Corner of North Willow Park Section Sixteen as recorded in Instrument #83-04062 in the Office of the Recorder of Marion County, Indiana and also being the beginning point of this description; Thence continue North $05^{\circ}24'36''$ West on and along the West line of said Land 232.00 feet; Thence North $21^{\circ}23'26''$ West on and along said West line of said Land 72.99 feet to a point on the South Line of said Land; Thence South $89^{\circ}11'52''$ West on and along said South line of said Land 350.00 feet to the Northeast Corner of North Willow Park Section Seventeen as Recorded in Instrument #83-04062 in the Office of the Recorder of Marion County, Indiana; Thence South $00^{\circ}18'02''$ West on and along the East line of said Section Seventeen 320.00 feet; Thence South $35^{\circ}44'46''$ East on and along said East Line 156.27 feet to the Northwest Corner of North Willow Park, Section Eighteen, recorded in Instrument #83-12982 in the Office of the Recorder of Marion County, Indiana; Thence North $89^{\circ}13'10''$ East on and along said North line of said Section Eighteen 57.88 feet to the Northeast Corner of said Section 18; Thence North $19^{\circ}27'42''$ East on and along the West line of said Section Sixteen 140.72 feet to the Northwest Corner of said Section Sixteen; Thence North $84^{\circ}35'24''$ East on and along the North Line of said Section Sixteen 205.00 feet to the Northeast Corner of said Section Sixteen and the beginning point of this description. Containing 3.13 Acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

RECEIVED

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CROSS REFERENCE FILED 950

MAY 11 1983
PIKE TOWNSHIP
ASSESSOR

NINETEENTH AMENDMENT TO THE
DECLARATION OF THE HORIZONTAL
PROPERTY OWNERSHIP NORTH WILLOW
PARK HORIZONTAL PROPERTY

(75) MAY 11 1983
09191
Flinn, G. F. Adams
MARION COUNTY AUDITOR

This Nineteenth 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; 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,

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

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DEPT. OF LAND & WATER
RECORDS - MARION CO.
MAY 11 9 08 AM '83

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

The Eleventh Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-26013 on May 21, 1982; and,

The Twelfth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-27521 on May 28, 1982; and,

The Thirteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 82-52381 on September 23, 1982; and,

The Fourteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana under Instrument No. 82-63933 on November 15, 1982; and,

The Fifteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-3589 on January 17, 1983; and,

The Sixteenth Amendment to said Declaration was duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-4061 on January 19, 1983; and,

The Seventeenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-12982 on February 28, 1983; and,

The Eighteenth Amendment to said Declaration duly recorded with the Recorder of Marion County, Indiana, under Instrument No. 83-21993 on April 6, 1983; and,

WHEREAS, the following amendment is hereby incorporated into said original Declaration, as amended, as the Nineteenth Amendment thereto and said Declaration, as amended, is further amended to include Section 21 of the North Willow Park Horizontal Property Regime, which said Section 21 contains 0.67 acre, more or less, the legal description of which is

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attached hereto, made a part hereof, and is marked "North Willow Park--Section Twenty One."

Upon the inclusion of Section Twenty One to the said Regime, the percentage interest for each unit now incorporated into the said Regime is 0.4545%.

IN WITNESS WHEREOF, the undersigned has caused this Nineteenth Amendment to the Declaration of Horizontal Property Ownership, North Willow Park Horizontal Property Regime, this 9th day of May, 1983, to be executed.

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)

Before me, a Notary Public, in and for said County and State, personally appeared Joseph F. Quill, Attorney-in-Fact for Paul B. Milhous, President, R & P Enterprises, Inc., and who after having been duly sworn upon his oath stated that the above and foregoing Nineteenth 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 9th day of May, 1983.

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
QUILL BOBERSCHMIDT MILLER & TURNER
613 Union Federal Building
Indianapolis, IN 46204

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NORTH WILLOW PARK--SECTION TWENTY ONE

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 North $00^{\circ}18'02''$ East on and along the East Line of said Quarter Section 770.82 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; thence North $89^{\circ}41'58''$ West on and along said South Line 20.00 feet to the West Line of said Land; thence North $13^{\circ}44'08''$ West on and along the West Line of said Land 13.86 feet to a point on the South Line of North Willow Park Section Twelve as recorded in Instrument #82-52382 in the Office of the Recorder of Marion County, Indiana; thence South $89^{\circ}13'10''$ West on and along said South Line 245.04 feet to a point on the North Line of North Willow Park, Section Nineteen, as recorded in Instrument #83-21994 in said Recorder's Office, said point also being the beginning point of this description; thence South $89^{\circ}39'24''$ West on and along said North Line 97.06 feet to a point on the North Line of North Willow Park, Section Eleven, as recorded in Instrument #82-27522 in said Recorder's Office; thence South $89^{\circ}13'10''$ West on and along said North Line 132.44 feet to a point on the East Line of North Willow Park Section Nine as recorded in Instrument #82-26014 in said Recorder's Office; thence North $16^{\circ}09'47''$ West on and along said East line 18.34 feet to a point on the East Line of North Willow Park Section Thirteen as recorded in Instrument #82-52382 in said Recorder's Office; thence North $06^{\circ}12'43''$ West on and along said East Line 49.28 feet; thence North $00^{\circ}01'50''$ West on and along said East Line 51.34 feet to a point on the South Line of North Willow Park Section Sixteen as recorded in Instrument #83-04062 in said Recorder's Office; thence North $89^{\circ}13'10''$ East on and along said South Line 140.00 feet to a point on the South Line of North Willow Park Section Eighteen as recorded in Instrument #83-12983 in said Recorder's Office; thence North $86^{\circ}13'27''$ East on and along said South Line 109.33 feet to a point on the East Line of aforesaid Section Twelve; thence South $03^{\circ}43'10''$ West on and along said East Line 125.00 feet to the beginning point of this description. Containing 0.67 acres, more or less, and subject to all legal highways, rights-of-way, and easements of record.

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CROSS REFERENCE

870070565

(6) 12.50

AMENDMENT TO DECLARATION AND CODE OF BY-LAWS OF
NORTH WILLOW PARK CO-OWNERS ASSOCIATION, INC.,
A Not-for-Profit Indiana Corporation

JUN 19 9 58 AM '88
MARION COUNTY, INDIANA
RECORDER OF DEEDS

WITNESSETH:

WHEREAS, the Code of By-Laws of North Willow Park Co-Owners Association, Inc. ("Association") was adopted on December 31, 1980, being a part of the horizontal property ownership of North Willow Park Horizontal Property Regime filed in the office of the Recorder of Marion County, Indiana as Instrument No. 81-01664, as amended (the "Declaration"); and

WHEREAS, on November 3, 1986, the owners of the Association adopted certain amendments to the By-Laws in accordance with the requirements under the Declaration and Code of By-Laws.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the Declaration and Code of By-Laws (reference is to the Code Sections) of the Association is hereby amended as follows:

1. Section 2.02 of Article II entitled "Annual Meetings" is hereby deleted therefrom and the following is hereby substituted therefor:

The annual meeting of the members of the Association shall be held on the first Monday of November at 7:00 p.m. The Board of Managers shall have the authority to change the date of the annual meeting where such change is necessary to accommodate the best interests of the Owners' Association. At the annual meeting, the Co-owners shall elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

2. Section 2.05 of Article II entitled "Quorum" is hereby deleted therefrom and the following is hereby substituted therefor:

Quorum. Except when otherwise expressly provided in the Declaration these By-Laws or the Indiana Horizontal Property Act, the Owners representing twenty-five percent of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term twenty-five percent of owners, as used in these By-Laws, shall mean the owners entitled to not less than twenty-five percent of the total votes in accordance with the applicable provisions set forth in the Declaration.

3. Section 2.05(f)(4) of Article II entitled "Election of Board of Managers" is hereby deleted therefrom and the following is hereby substituted therefor:

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. If sufficient nominations are not received to fill the openings on the Board, then nominations may be accepted from the floor during 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.

4. Section 3.01 of Article III entitled "Board of Managers" is hereby deleted therefrom and the following is hereby substituted therefor:

Board of Managers. 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 or she is an owner.

5. Section 3.08 of Article III entitled "Limitation on Board Action" is hereby deleted therefrom and the following is hereby substituted therefor:

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 \$20,000 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.

6. The first paragraph of Section 5.03 of Article V entitled "Regular Assessments" is hereby deleted therefrom and the following is hereby substituted therefor:

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 assessments shall be made to the Board or Manager or the Managing Agent, as directed by the Board of Managers; provided, however, that the owner may elect to pay monthly assessments at any time in advance.

7. Section 6.01(e) of Article VI entitled "Restrictions on Use" is hereby deleted therefrom and the following is hereby substituted therefor:

No Owner shall cause anything to be hung or displayed in the common areas, or on or upon any balcony or patios, 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.

8. Section 6.01(j) of Article VI entitled "Restrictions on Use" is hereby deleted therefrom and the following is hereby substituted therefor:

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 Board to place or allow to be placed "For Sale" or "For Lease" signs on any unsold or unoccupied units.

9. Section 6.01(k) of Article VI entitled "Restrictions on Use" is hereby deleted therefrom and the following is hereby substituted therefor:

Leasing of Units. Any unit may be leased by the Owner, subject to compliance with the following requirements:

Effective on January 1, 1987 and thereafter --

- (i) All leases shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior approval of the Board of Managers. A copy of the lease must be filed with the Board or its agent at the time of execution.
- (ii) All leases shall contain provisions adequate to require the lessee to comply with the provisions of this Declaration and the By-Laws of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were an Owner and a member of the Association; and shall provide for direct action by the Association against the lessee with or without joinder of the Owner, at the Association's option.
- (iii) No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his responsibility to the Association for compliance with the provisions of this Declaration, the By-Laws and any rules and regulations of the Association, or from the Owner's personal liability to the Association for assessments. This requirement shall not be construed to prohibit indemnity provisions as between the Owner and lessee.

10. Section 6.01(l) of Article VI entitled "Restrictions on Use" is hereby deleted therefrom and the following is hereby substituted therefor:

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.

11. Section 6.01(m) of Article VI entitled "Restrictions on Use" is hereby deleted therefrom and the following is hereby substituted therefor:

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. Temporary parking on the street is allowed; however, routine parking is prohibited. Driving or parking on the grass is prohibited.

12. Section 6.01(n) of Article VI entitled "Restrictions on Use" is hereby deleted therefrom and the following is hereby substituted therefor:

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.

13. Section 6.01(o) of Article VI entitled "Restrictions on Use" is hereby deleted therefrom and the following is hereby substituted therefor:

All trash or refuse shall be stored in appropriate plastic bags designed for storage or disposal of trash and refuse. All trash shall be stored inside the unit until such time as it is deposited in the designated pickup areas. Trash should be placed only at pickup locations on the night before or morning of trash collection.

NORTH WILLOW PARK CO-OWNERS
ASSOCIATION, INC.

By: *Donis M. Ligon*
Donis M. Ligon, President

Eleanor D Bookwalter
Eleanor D Bookwalter, Secretary

This instrument prepared by Jeffrey A. Abrams, Attorney-at-Law,
2300 On: American Square, Box 82008, Indianapolis, IN 46282.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State,
personally appeared Charles M. Shoup and
Charles M. Schmitt, the President and Secretary,
respectively, of NORTH WILLOW PARK CO-OWNERS ASSOCIATION, INC.,
who acknowledged execution of the foregoing for and on behalf of
said corporation, and who, having been duly sworn, stated that
the representations therein contained are true.

Witness my hand and Notarial Seal this first day of
June, 1987.

My Commission Expires:

Feb. 9, 1989

My County of Residence is:

Hendricks

Tara Lynn Shoup
Notary Public
TARA LYNN SHOUP

CHICAGO TITLE

021987/50/11(h).8

870133740 CROSS REFERENCE

SECOND AMENDMENT TO DECLARATION AND
CODE OF BY-LAWS OF
NORTH WILLOW PARK CO-OWNERS ASSOCIATION, INC.,
a not-for-profit Indiana corporation

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WHEREAS, the Code of By-Laws of North Willow Park Co-Owners Association, Inc. ("Association") was adopted on December 31, 1980, being a part of the horizontal property ownership of North Willow Park Horizontal Property Regime filed in the office of the Recorder of Marion County, Indiana as Instrument No. 81-01664, (the "Declaration"); and

WHEREAS, on November 3, 1986, the owners of the Association voted, adopted and approved certain amendments to the By-Laws in accordance with the requirements under the Declaration and Code of By-Laws, which amendment was recorded in said office as Instrument No. 87- 70565; and

WHEREAS, the Association has determined that the Declaration and By-Laws does not conform with the requirements of the U.S. Department of Housing & Urban Development to make it available for certain financing and desires to amend its By-Laws to comply with such requirements; and

WHEREAS, on November 2, 1987, the owners of the Association voted, adopted and approved the following amendment to the By-Laws.

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the Declaration and Code of By-Laws (reference is to the code sections) of the Association, as amended, is hereby further amended as follows:

1: Section 5.03 of Article 5 entitled "Regular Assessments" is hereby deleted therefrom and the following is hereby substituted therefor:

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 Assessments shall be made to the Board of Managers or the Managing Agent, as directed

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by the Board of Managers; provided, however, that the Owner may elect to pay monthly assessments at any time 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. The lien of the Regular Assessment or any other assessment shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the lien of the Regular Assessment or any other assessment. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Regular Assessments or any other assessment as to any payments which become due prior to such sale or transfer. No sale or transfer shall release such Unit from liability for any Regular Assessment or any other assessment thereafter becoming due or from the lien thereof.

2. All other terms and conditions in the Declaration and By-Laws shall remain in full force and effect.

NORTH WILLOW PARK CO-OWNERS
ASSOCIATION, INC.

By: Doris Ligon [®]
Doris Ligon, President

ATTEST:

ELEANOR D. BOOKWALTER, Secretary
ELEANOR D. BOOKWALTER, Secretary

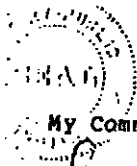
CHICAGO TITLE

This instrument prepared by Jeffrey A. Abrams, Attorney at Law,
2300 One American Square, Box 82008, Indianapolis, IN 46282.

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Doris Ligon and ~~FLEMON D. BOOK WALTER~~ the President and Secretary, respectively, of NORTH WILLOW PARK CO-OWNERS ASSOCIATION, INC., an Indiana corporation, who acknowledged execution of the foregoing instrument for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 12th day of November, 1987.



Joseph Lee Barrett
JOSEPH LEE BARRETT, Notary Public

My Commission Expires:

January 26, 1992

My County of Residence is:

Marion

CHICAGO TITLE

This instrument was prepared by Jeffrey A. Abrams, Attorney-at-Law, 2300 One American Square, Box 82008, Indianapolis, IN 46282.

CROSS REFERENCE

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THIRD AMENDMENT TO HORIZONTAL PROPERTY OWNERSHIP
NORTH WILLOW PARK
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

WHEREAS, The Declaration of Horizontal Property Ownership of North Willow Park Horizontal Property Regime was executed on the 31st day of December, 1980 and filed in the office of the Recorder of Marion County, Indiana as Instrument No. 81-01664; and

WHEREAS, the Declaration has been amended from time to time (said Declaration, as amended, hereinafter referred to as the "Amended Declaration"); and

WHEREAS, at a duly constituted meeting with a quorum present on November 7, 1988, the owners of the North Willow Park Co-Owners Association, Inc. (the "Association") adopted and approved by a vote in excess of that required under the Amended Declaration the following amendment to the Amended Declaration;

NOW, THEREFORE, in consideration of the mutual covenants hereafter contained, the Amended Declaration of the Association is hereby amended as follows:

1. Paragraph (d) of Section 7 entitled "Driveways" is hereby deleted and the following is hereby substituted therefor:

"(d) Driveways. The driveways, walkways and similar areas to be used for access to particular individual Dwelling Units serving such Dwelling Units are limited to the use of the Dwelling Unit so served, unless in the Board of Managers' sole discretion, the use of any such driveways, walkways or similar area is necessary or desirable for the management, maintenance, repair, replacement or upkeep of the Property."

All other terms and conditions of the Amended Declaration shall remain in full force and effect.

Dated as of this 27th day of December, 1988.

NORTH WILLOW PARK CO-OWNERS
ASSOCIATION, INC.

By: Doris M. Ligon
Doris M. Ligon, President

Richard E. Moore
Richard E. Moore, Secretary

122788/50/11(L).27

RECEIVED FOR RECORD
89 JAN 11 AM 11:58
BETH O'LAUGHLIN
MARION COUNTY RECORDER

CHICAGO TITLE

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Doris M. Ligon and Richard E. Moore, the President and Secretary, respectively, of NORTH WILLOW PARK CO-OWNERS ASSOCIATION, INC., an Indiana corporation, who acknowledged execution of the foregoing instrument for and on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 19th day of December, 1988.

Joseph Lee Barlett
Notary Public
Printed: JOSEPH LEE BARLETT

My Commission Expires:

January 26 1990

My County of Residence:

Marion

This Instrument was prepared by Jeffrey A. Abrams, Attorney-at-Law,
2300 One American Square, Box 82008, Indianapolis, IN 46282. ®

CHICAGO TITLE

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CROSS REFERENCE

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CROSS REFERENCE

AMENDED AND RESTATED CODE OF BY-LAWS

Attached hereto as Exhibit "A" is an Amended and Restated Code of By-Laws of North Willow Park Co-Owners Associations, Inc. ("Association"), a not-for-profit Indiana corporation, which has been prepared by the Board of Managers of the Association after having been adopted by the members of the Association. The Amended and Restated Code of By-Laws attached hereto as Exhibit "A" supersedes that certain Code of By-Laws attached to the Declaration dated December 31, 1980 recorded as Instrument No. 81-01664 in the office of the Recorder of Marion County, Indiana, as amended.

Dated this 28th day of March, 1989.

NORTH WILLOW PARK CO-OWNERS ASSOCIATIONS, INC.

By: Doris M. Ligon
Doris M. Ligon, President

RECEIVED FOR RECORD
89 MAR 31 PM 3:28
MARION COUNTY RECORDER

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed to and sworn to before me, a Notary Public in and for said County and State, this 28th day of March, 1989.

Joseph Lee Barrett
Notary Public
JOSEPH LEE BARRETT

My Commission Expires: August 26, 1990

My County of Residence is: Marion

CHICAGO TITLE

This instrument was prepared by Jeffrey A. Abrams, Attorney-at-Law.

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 J, 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 first Monday of November at 7:00 p.m. The Board of Managers shall have the authority to change the date of the annual meeting where such change is necessary to accommodate the best interests of the Owners' Association. At the annual meeting, the Co-owners shall elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Managers or upon a written petition of the Co-owners who have not less than

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Exhibit "A"

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 is 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 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.

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(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 when otherwise expressly provided in the Declaration these By-Laws or the Indiana Horizontal Property Act, the Owners representing twenty-five percent of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term twenty-five percent of owners, as used in these By-Laws, shall mean the owners entitled to not less than twenty-five percent 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. If sufficient nominations are not received to fill the openings on the Board, then nominations may be accepted from the floor during 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.

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- (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 or she is an owner.

Section 3.02. Initial Board of Managers. The initial Board of Managers shall be Paul Milhous, 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

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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 Owner 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 \$20,000 without obtaining the prior approval or 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.

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

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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.

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, if it 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.

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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

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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 4.67. 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, that the Owner may elect to pay monthly assessments at any time 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. The lien of the Regular Assessment or any other assessment shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit

shall not affect the lien of the Regular Assessment or any other assessment. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Regular Assessments or any other assessment as to any payments which become due prior to such sale or transfer. No sale or transfer shall release such Unit from liability for any Regular Assessment or any other assessment thereafter becoming due or from the lien thereof.

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 section not yet annexed.

During the year 1981, the Interim/Monthly 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.

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.

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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 action 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

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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 anything to be hung or displayed in the common areas, 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 the Building or neighborhood, including, without limiting the generality of the foregoing noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers, or other equipment or machines.

(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 Board

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to place or allow to be placed "For Sale" or "For Lease" signs on any unsold or unoccupied units.

(k) Any unit may be leased by the Owner, subject to compliance with the following requirements:

Effective on January 1, 1987 and thereafter --

- (i) All leases shall be in writing, and no lease shall be entered into for a term of less than one (1) year without the prior approval of the Board of Managers. A copy of the lease must be filed with the Board or its agent at the time of execution.
- (ii) All leases shall contain provisions adequate to require the lessee to comply with the provisions of this Declaration and the By-Laws of the Association, and with all rules and regulations promulgated by the Association from time to time, to the same extent as if the lessee were an Owner and a member of the Association; and shall provide for direct action by the Association against the lessee with or without joinder of the Owner, at the Association's option.
- (iii) No lease shall provide, or be interpreted or construed to provide, for a release of the Owner from his responsibility to the Association for compliance with the provisions of this Declaration, the By-Laws and any rules and regulations of the Association, or from the Owner's personal liability to the Association for assessments. This requirement shall not be construed to prohibit indemnity provisions as between the Owner and lessee.

(l) 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.

(m) 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. Temporary parking on the street is allowed; however, routine parking is prohibited. Driving or parking on the grass is prohibited.

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(n) 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.

(o) All trash or refuse shall be stored in appropriate plastic bags designed for storage or disposal of trash and refuse. All trash shall be stored inside the unit until such time as it is deposited in the designated pick up areas. Trash should be placed only at pickup locations on the night before or morning of trash collection.

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

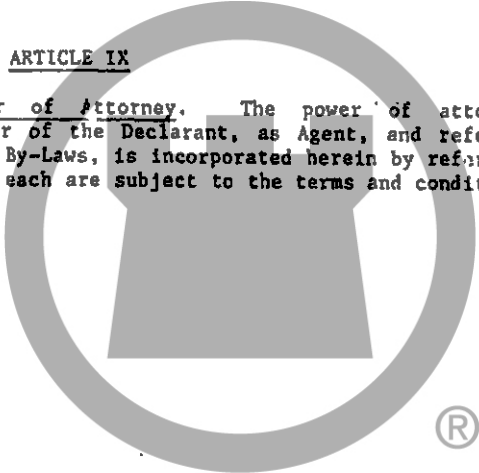
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and the name and address of Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration or these By-Laws shall be required and no Mortgagee shall be entitled 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.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular or Special Assessments against the Unit, which statement shall be binding upon the Association and the Co-owners, and any Mortgagee or grantee of the Unit shall not be liable for nor shall the Unit conveyed be subject to a lien for any unpaid assessments in excess of the amount set forth in such statements.

ARTICLE IX

Section 9.01. Power of Attorney. The power of attorney executed by each Owner in favor of the Declarant, as Agent, and referred to in the Declaration and these By-Laws, is incorporated herein by reference and the terms and conditions of each are subject to the terms and conditions of said power of attorney.



CHICAGO TITLE

CERTIFICATION

The undersigned, being first duly sworn, hereby certifies that the within and foregoing Code of By-Laws of North Willow Park Co-Owners Association, Inc. are true and correct.

Doris M. Ligon
Doris M. Ligon, President
North Willow Park Homeowners' Association

Joseph Lee Barrett
Joseph Lee Barrett, Vice President
North Willow Park Homeowners' Association

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public, in and for said
County and State this 19 day of Dec, 1988.

My Commission Expires:

Barrett ^{Ed}
Notary Public  (R)

6-24-90

County of Residence: MARION

CHICAGO TITLE

Prepared by North Willow Park Board of Managers 1989

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**FOURTH AMENDMENT
TO
DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP
NORTH WILLOW PARK HORIZONTAL PROPERTY REGIME**

WHEREAS, a Declaration of Horizontal Property Ownership for North Willow Park Horizontal Property regime was executed on the 31st day of December, 1980 and recorded in the Office of the Recorder of Marion County, Indiana on the 9th day of January, 1981 as Instrument No. 81-01664; and

WHEREAS, the said Declaration has been amended from time to time, most recently by a Third Amendment to Horizontal Property Ownership recorded in the Office of the Recorder of Marion County, Indiana, on January 11, 1989, as Instrument No. 89-0003641, (said Declaration, as amended, being hereinafter referred to as the "Amended Declaration"); and

WHEREAS, pursuant to a duly circulated written ballot of the Owners, returned to North Willow Park Co-Owners Association, Inc., and tabulated on August 16, 1999, the Co-Owners within North Willow Park Horizontal Property Regime adopted and approved by a vote in excess of that required under the Amended Declaration, the following amendment to the Amended Declaration;

NOW THEREFORE, the Amended Declaration of North Willow Park Horizontal Property Regime is hereby amended as follows:

1. Paragraph 23 of the Amended Declaration is deleted in its entirety and the following is hereby substituted therefor:

"23. Amendment of Declaration. Except as otherwise provided in this Declaration, amendments to this Declaration shall be prepared 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 amendments is considered. The Amendments to the Declaration dealing with the Additional

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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 Bylaws.
- (d) Adoption. Any proposed amendment to this Declaration, except for an amendment limited to an amendment of Bylaws recorded with the 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 Bylaws.

Amendments to the Bylaws shall be adopted in the manner provided for in Sections (a), (b), and (c) of this Paragraph, and must be approved by a vote of not less than a majority of the Owners present and voting at a meeting, called for such purpose, at which a quorum is present.

- (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 Bylaws; 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, or to the Bylaws, 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 amendments shall not become effective until so recorded."

2. All other terms and provisions of the Amended Declaration shall remain in full force and effect.

Dated this 27th day of October, 1999.

NORTH WILLOW PARK CO-OWNERS
ASSOCIATION, INC.

By: Richard E. Moore
Richard E. Moore, President

Shani Zucker
Shani Zucker, Secretary

CHICAGO TITLE

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Richard E. Moore and Shani Zucker, respectively the President and Secretary of North Willow Park Co-Owners Association, Inc., an Indiana nonprofit corporation, who acknowledged the execution of the foregoing instrument for and on behalf of said corporation and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS my Hand and Notarial seal this 27th day of OCTOBER, 1999.

My Commission Expires:

9-24-2006

Jane E. Huffman
Notary Public [Signature]

County of Residence:

MARION

JANE E. HUFFMAN
Notary Public [Printed]



This instrument prepared by [Ⓟ] Sam Stoehr, Attorney at Law, 6100 North Keystone Avenue #448, Indianapolis, Indiana 46220 Attorney I.D. #528-49 [®]

CHICAGO TITLE

AMENDED AND RESTATED CODE OF BY-LAWS OF
NORTH WILLOW PARK CO-OWNERS ASSOCIATION, INC.
A MUTUAL BENEFIT CORPORATION

Attached hereto is the Amended and Restated Code of By-Laws of North Willow Park Co-Owners Association, Inc., a mutual benefit corporation, formed under the laws of the State of Indiana. This Amended and Restated Code of By-Laws has been duly adopted by the Board of Managers of the Association after approval by a vote of the membership of the Association. This Amended and Restated Code of By-Laws attached hereto supercedes that certain Amended and Restated Code of By-Laws recorded March 31, 1989, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 89-29336.

Dated this 27th day of October, 1999.

NORTH WILLOW PARK CO-OWNERS
ASSOCIATION, INC.

By: Richard E. Moore
Richard E. Moore, President

STATE OF INDIANA)
) SS.
COUNTY OF MARION)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 27th day of OCTOBER, 1999.

My Commission Expires:
9-24-2006

Jane C. Huffman [®]
Notary Public [Signature]

County of Residence:
MARION

CHICAGO TITLE

JANE E. HUFFMAN
Notary Public [Printed]

**AMENDED AND RESTATED CODE OF BY-LAWS OF
NORTH WILLOW PARK CO-OWNERS ASSOCIATION, INC.**

A MUTUAL BENEFIT 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 first Monday of November at 7:00 p.m. The Board of Managers shall have the authority to change the date of the annual meeting where such change is necessary to

accommodate the best interests of the Owner's Association. At the annual meeting, the Co-owners shall elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Managers or upon a written petition of 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 the 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 is 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 one vote 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 of .343 would be entitled to cast 34.3 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 to the vote allocable to the 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 as the voting representative 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.

(1) Eligibility. An Owner of a Dwelling Unit must be fully current in payment of a unit's regular assessments, late fees, and fines to be able to vote on any matters brought before the annual homeowners meeting or any special meeting called by the Co-owners. The eligibility will be ascertained by the payment records maintained by the Management Company.

(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 when otherwise expressly provided in the Declaration of these By-Laws or the Indiana Horizontal Property Act, the Owners representing twenty-five percent of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term twenty-five percent of owners, as used in these By-Laws, shall mean the owners entitled to not less than twenty-five percent 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 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. If sufficient nominations are not received to fill the openings on the Board, then nominations may be accepted from the floor during 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 vote to which he is entitled for as many nominees as are to be elected. Those persons receiving the highest number of votes shall be elected. The Owner of a Dwelling Unit must be fully current in the payment of a Unit's regular assessments, late fees, and fines in order to be eligible to run for the Board of Managers. The eligibility will be ascertained by the payment records maintained by the Management Company.
- (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 each 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 or she is an owner.

Section 3.02. Initial Board of Managers. The initial Board of Managers shall be Paul Milhous, 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 limitation 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 the 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.
- (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 \$20,000 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;

- (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.

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 an 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.

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, if it 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 meeting, 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 that the Owner may elect to pay monthly assessments at any time 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. The lien of the Regular Assessment or any other assessment shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the lien of the Regular Assessment or any other assessment. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such Regular Assessments or any other assessment as to any payments which become due prior to such sale or transfer. No sale or transfer shall release such Unit from liability for any Regular Assessment or any other assessment thereafter becoming due or from the lien thereof.

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 the Declarant will be responsible for such maintenance of those areas or sections not yet annexed.

During the year 1981, the Interim/Monthly 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 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.

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 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 action 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. Restrictions on Use. 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 building 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 on 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 anything to be hung or displayed in the Common Areas, 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. No pets are allowed unattended on the balconies or creating a nuisance. Any violations to the rules and regulations may subject the owner to an assessment of a fine by the Board of Managers.

(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 the Building or neighborhood, including, without limiting the generality of the foregoing noise by the use of any musical instruments, radio, television, loud speakers, electrical equipment, amplifiers, or other

equipment or machines.

(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) "For Sale", "For Rent", or "For Lease" signs or other windowadvertising will not be displayed in or around the area of North Willow Park except on authorized days 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) Any unit may be leased by the Owner, subject to compliance with the following requirements:

(1) No boats, campers, trailers of any kind, buses, mobile homes, commercial 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. Plantings may be removed at the owners expense and a fine assessed.

(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. If trash is placed out prior to noon on the day preceding scheduled pick up the owner may be assessed a fine.

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. Amendment to By-Laws. These By-Laws may be amended by a vote of not less than fifty-one percent (51%) of the Co-owners present and voting in a duly constituted meeting called for such purpose, at which a quorum is present.

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.


Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular or Special Assessments against the Unit, which statement shall be binding upon the Association and the Co-owners, and any Mortgagee or grantee of the Unit shall not be liable for nor shall the Unit conveyed by subject to a lien for any unpaid assessments in excess of the amount set forth in such statements.

ARTICLE IX

Section 9.01. Power of Attorney. The power of attorney executed by each Owner in favor of the Declarant, as Agent, and referred to in the Declaration and these By-Laws, is incorporated herein by reference and the terms and conditions of each are subject to the terms and conditions of said power of attorney.

CERTIFICATION

The undersigned, being first duly sworn, hereby certify that the within and foregoing Amended and Restated Code of By-Laws of North Willow Park Co-Owners Association, Inc. is true and correct.


Richard E. Moore, President
North Willow Park Co-Owners
Association, Inc. ®

CHICAGO TITLE

Shani Zucker
Shani Zucker, Secretary
North Willow Park Co-Owners
Association, 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 21st day of OCTOBER, 1999.

My Commission Expires: 9-24-2006
JANE E. HUEFMAN
Notary Public [Signature]

County of Residence: MARION
JANE E. HUEFMAN
Notary Public [Printed]



This document prepared by ^{to} Sam Stoehr, Attorney at Law, 6100 N.
Keystone Avenue, #448, Indianapolis, IN 46220
CHICAGO TITLE