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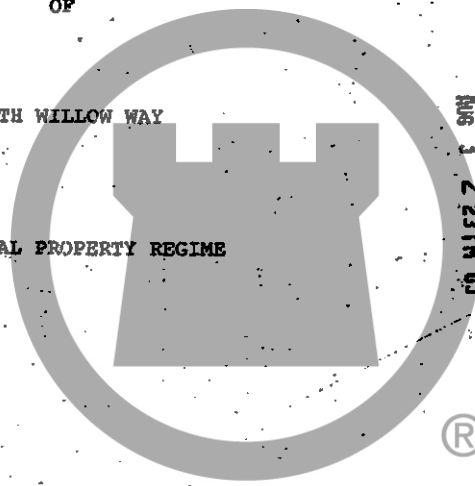
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DECLARATION

OF

NORTH WILLOW WAY

HORIZONTAL PROPERTY REGIME



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Declarant: R & P Enterprises, Inc.
A California Corporation

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DECLARATION OF
NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME

THIS DECLARATION OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("Declaration"), made this ____ day of _____, 1983, by R & P Enterprises, Inc., a California corporation, ("Declarant"),

WITNESSETH:

WHEREAS, Declarant is the sole owner of the fee simple title to certain real estate, located in Marion County, Indiana, more particularly described in Exhibit A attached hereto and incorporated herein by this reference (hereinafter called the "Real Estate"); and,

WHEREAS, Declarant is also the sole owner of the fee simple title to certain other real estate adjacent to the Real Estate, more particularly described in Exhibit B attached hereto and incorporated herein by this reference (hereinafter called the "Adjacent Real Estate"), all or part of which Declarant anticipates may be added to the Real Estate by portions to be designated by Developer from time to time (the Real Estate and Adjacent Real Estate together to be called the "Tract"); and,

WHEREAS, Declarant, by execution of this Declaration, creates a Horizontal Property Regime ("Regime") upon the Real Estate, subject to the provisions of the Horizontal Property Act of the State of Indiana ("Act") and the terms and conditions of this Declaration; and,

WHEREAS, Declarant intends that as the portions of the Adjacent Real Estate are from time to time developed, they will be added to the Regime by amendment to this Declaration, so that the Regime created hereby is to be "expandable", as that term is used in the Act;

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

Section 1. Definitions. The following terms [®] whenever used in this Declaration shall have the following assigned meanings:

- (a) "Act" means the Horizontal Property Act of the State of Indiana, Acts 1963, Chapter 349, Sections 1 through 31, as amended.
- (b) "Additional Sections" means the portions of the Adjacent Real Estate which may from time to time be annexed to and included within "the Regime" as provided in Section 16.
- (c) "Amendment" means any amendment to this Declaration by which all or any portion of the Adjacent Real Estate is added to the Regime hereby created.
- (d) "Association" means the incorporated association of Co-Owners of the Regime, more particularly described in Section 13.
- (e) "Board of Managers" means the governing body of the Association elected by the Co-Owners in accordance with the By-Laws. The term "Board of Managers", as used herein and in the By-Laws, shall be synonymous with the term "Board of Directors" as used in the Act.
- (f) "Building" shall mean a single structure which contains more than one Dwelling Unit.

- (g) "By-Laws" means the Code of By-Laws of North Willow Way Co-Owners Association, Inc., an Indiana not-for-profit corporation, providing for the administration and management of the Property, a true copy of which is attached to this Declaration and incorporated herein by reference.
- (h) "Common Areas" means the common areas and facilities appurtenant to the Property as defined in Section 5 of this Declaration.
- (i) "Common Expenses" means expenses of administration of the Association, expenses for the upkeep, maintenance, repair and replacement of the Common Areas and Limited Areas, and all sums lawfully assessed against the Owners by the Association or collectible from the Owners under the provisions of the Act, this Declaration or the By-Laws; however, Common Expenses shall not include any costs of initial construction of any Building or other Property or improvements, on any portion of the Tract, nor any costs or repairs covered by any warranty of Declarant as builder of the Buildings and other Property within the Regime, nor to any costs or repairs arising out of construction or other activities on any portion of the Adjacent Real Estate prior to its addition to the Regime, including but not limited to road damage and debris caused by construction traffic, linkage to any utility lines or mains within the Regime, and damage to or deterioration of grass, trees, fences, or other Property due to construction or the state of areas under development.
- (j) "Co-Owners" means all of the Owners of all the Dwelling Units in the Regime.
- (k) "Declarant" means R & P Enterprises, Inc., and any successor or assignee of its interest in all or any part of the Tract or in this Declaration; provided, however, that "Declarant" shall not be construed to include those persons who purchase individual Dwelling Units by deed from the Declarant, unless the conveyance expressly states that grantee shall become the Declarant for purposes of this Declaration.
- (l) "Dwelling Unit" means one of the individual units within the Regime which is to be transferred to an Owner for exclusive occupancy by said Owner or its successors or assigns, each individual unit being more particularly described and identified on the Plans and in Sections 3 and 4 of this Declaration.
- (m) "Formula" means the method set forth in paragraph 16 of this Declaration for computing the Percentage Interest applicable to each Dwelling Unit, including the Percentage Interest after any Additional Section is added by Amendment to this Declaration.
- (n) "Limited Areas" means the limited common areas and facilities as defined in Section 6 of this Declaration.
- (o) "Mortgagee" means the holder of any mortgage lien on a Dwelling Unit.
- (p) "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity,

or any combination thereof, who owns the fee simple title to a Dwelling Unit as a successor in title to Declarant. Persons or entities owning a single Dwelling Unit as tenants in common, joint tenants, or tenants by the entireties shall be deemed one Owner for purposes of this Declaration.

- (q) "Percentage Interest" means the percentage of undivided interest in the fee simple title to the Common Areas and Limited Areas appurtenant to each Dwelling Unit, as determined in accordance with Sections 7 and 16 of this Declaration.
- (r) "Percentage Vote" means that percentage of the total vote accruing to all of the Dwelling Units which is applicable to each particular Dwelling Unit and exercisable by the Owner thereof, as described in Section 8 and in the By-Laws.
- (s) "Plans" means the floor and building plans of the Buildings and Dwelling Units on the Real Estate and a site plan, survey and elevation plan of the Real Estate and Buildings, duly certified by a registered architect or licensed professional engineer, and any such floor and building plans, site plans, surveys, and elevation plans which shall be prepared, verified and filed with any Amendments and which pertain to portions of the Adjacent Real Estate annexed to and made a part of "the Regime" by such Amendments.
- (t) "Property" means the Real Estate and appurtenant easements, the Dwelling Units, the Buildings, and all other improvements of every kind and nature whatsoever, now or hereafter located upon the Real Estate or upon any Additional Sections after annexation to the Regime, and used in connection with the operation, use and enjoyment of the Regime.
- (u) "Regime" means the Horizontal Property Regime created by this Declaration, including any subsequent Amendments thereto.
- (v) "Storage Areas" shall mean any areas intended and designed by Declarant to serve and be used exclusively by the Owner of a particular Dwelling Unit, as shown and designated on the Plans, for storage of property of such Owner.

Section 2. Declaration. Declarant hereby expressly declares that the Property shall be a Horizontal Property Regime under the provisions of the Act.

Section 3. Description of Dwelling Units. The Real Estate shall contain 12 Dwelling Units, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and in this Declaration as Dwelling Units numbered 5-12 and 21-24. The Dwelling Units in the various portions of the Adjacent Real Estate, if annexed, shall be identified numerically, the exact number of Dwelling Units to be identified and referred to in the Plans filed with each Amendment. The legal description for each Dwelling Unit shall consist of the Arabic number designation of the particular Dwelling Unit, and reference to this Declaration and any relevant Amendments then of record. Each Dwelling Unit shall consist of all space within the boundaries thereof (as hereinafter described) and all fixtures, facilities, utilities, equipment, appliances, and structural components within said boundaries which are commonly designed or intended to be solely and exclusively for the enjoyment, use and benefit of the Dwelling Unit. Not included in any Dwelling Unit are

those fixtures, facilities, utilities, equipment, appliances, and structural components commonly designed or intended for the use, benefit, support, safety or enjoyment of more than one Dwelling Unit, or which may be necessary for the same, or which are normally designed for common use; provided, however that all fixtures, equipment and appliances designed or intended for the exclusive enjoyment, use and benefit of a Dwelling Unit shall constitute a part of such Dwelling Unit, even if the same are located partly outside the boundaries of such Dwelling Unit.

Section 4. Boundaries. The boundaries of each Dwelling Unit are shown on the Plans. The vertical boundaries shall run from the upper surface of the floor slab to the unfurnished surface of the uppermost ceilings, and the horizontal boundaries shall be the interior unfinished drywall surfaces of the perimeter walls and the unfurnished interior surfaces of the doors and windows of each Dwelling Unit, except that all glass shall be deemed a part of the Dwelling Unit. In the event that any horizontal or vertical boundary line as shown on the Plans does not coincide with the actual location of the respective wall, floor or roof of the Dwelling Unit because of inexactness of construction, settling after construction, or for any other reasons, the boundary lines of each Dwelling Unit shall be deemed to be and treated for purposes of occupancy, possession, maintenance, decoration, use and enjoyment, as in accordance with the actual existing construction. In such case, permanent easements for exclusive use shall exist in favor of the Owner of each Dwelling Unit in and to such space lying outside of the boundary lines of the Dwelling Unit as indicated on the Plans, but within the walls, floors, and roof of the Dwelling Unit.

Section 5. Common Area and Facilities. Common areas shall be the following: (1) the yards, gardens, sidewalks and driveways, except for any driveways designed to serve particular individual Dwelling Units; (2) central electricity, gas, water, cable television, and sanitary sewer lines and/or mains serving the Dwelling Units; (3) exterior lighting fixtures and electrical service, except where separately metered to a particular Dwelling Unit; (4) pipes, ducts, electrical wiring and conduits, public utility lines and central television antenna wiring; (5) all facilities and appurtenances located outside of the boundary lines of the Dwelling Units, except those areas and facilities expressly defined as Limited Areas or included within the Dwelling Unit by Section 3 hereinabove; (6) interiors of all structural walls, including all exterior walls, walls between attached Dwelling Units, and walls between the garage and the remainder of each Dwelling Unit, and (7) the foundations, roofs, and exterior wall surfaces of all Dwelling Units.

Section 6. Limited Areas. Limited Areas shall consist of the following:

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

obligations of the Owner with respect to such Storage Area, but the Owner granting such license shall not be relieved thereby from any of his obligations regarding such Storage Area.

- (b) Entranceways. The entranceways through which access to a Dwelling Unit is obtained are limited to the use of the Dwelling Unit or Dwelling Units served by such entranceway.
- (c) Patios and Balconies. The patios, balconies, porches, courtyards and decorative walls and fences are limited to the use of the Dwelling Unit or Dwelling Units to which they are appurtenant.
- (d) Driveways and Parking Areas. The driveways, walkways, and similar areas used for access to particular individual Dwelling Units are limited to the use of the Dwelling Units so served. Each Dwelling Unit shall have the exclusive right to use the parking areas designated for its use on the Plans.

Section 7. Ownership of Common Area and Percentage Interest. In connection with each Dwelling Unit, each Owner thereof shall have an undivided interest in the Common Areas and Limited Areas as tenant in common with all other Owners, such interest to be equal to the Percentage Interest applicable to the Dwelling Unit. The Percentage Interest in the Common Areas and Limited Areas applicable to each Dwelling Unit shall be determined in accordance with the Formula set forth in Section 16 of this Declaration. The Percentage Interest at the time of recording of this Declaration is equal to 0.0833. If any Additional Sections are annexed, as permitted and contemplated by paragraph 16 of this Declaration, then upon execution and recordation of the applicable Amendment, the Percentage Interest of each Dwelling Unit which is a part of the Regime prior to such annexation shall be recomputed in accordance with the Formula. Such recomputation will have the effect of reducing the Percentage Interests in those Common Areas and Limited Areas which are a part of the Regime prior to such Amendment, so as to allocate Percentage Interests therein to the Dwelling Units added to the Regime by the Amendment. At the same time, such recomputation shall create a Percentage Interest, in favor of the Dwelling Units in the Regime prior to such annexation, in the Common Areas and Limited Areas within such Additional Section being annexed. The overall resulting Percentage Interest shall be determined according to the Formula and designated in the applicable Amendment.

Section 8. Percentage Vote. The Percentage Vote allocable to each Dwelling Unit for all matters regarding the Regime and the Association upon which the Co-Owners are entitled to vote, shall be equal to the Percentage Interest appurtenant to each Dwelling Unit as determined by Section 16, taking into account any adjustments as a result of any Amendments.

Section 9. Encroachments and Easements for Common Areas. If, by reason of the location, construction, settling, or shifting of a Dwelling Unit, a Common Area or Limited Area now encroaches or shall hereafter encroach upon any Dwelling Unit, then in such event an easement shall be deemed to exist and run to the Co-Owners and the Association for the maintenance, use and enjoyment of such Common Area or Limited Area. Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, conduits, utility lines, and other common facilities, wherever located.

Section 10. Real Estate Taxes. Real estate taxes are to be separately taxed to each Dwelling Unit and the Percentage Interest connected therewith, as provided in the Act. In the

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

- (a) With respect to the real estate taxes assessed against the land and all improvements constituting or being a part of the Common Areas, the proportionate share of such taxes shall be equal to the Percentage Interest then applicable to the Owner's Dwelling Unit. Declarant will pay for the taxes on the real estate until annexed, at which time the Owners will pay all of same according to their respective Percentage Interests.
- (b) With respect to the real estate taxes assessed against the Buildings and Limited Areas, the respective Owners will be obligated to pay the amounts assessed against same to the extent of their respective interests therein.
- (c) All other taxes assessed against the real estate or improvements shall be calculated by the Formula and paid for according to the Percentage Interest.

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

Section 12. Easement for Utilities and Public and Quasi-Public Vehicles. All public and quasi-public vehicles, including, but not limited to, police, fire, ambulance, and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Areas and Limited Areas of the Regime in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of utilities lines and mains within the Regime, including, but not limited to, water, sewers, gas, telephones, and electricity; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board of Managers, nor permit substantial impairment of any Owner's use and enjoyment of his Dwelling Unit. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Property and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the Buildings.

Section 13. Association of Owners. In order to provide for the maintenance, repair, replacement, administration and operation of the Property and in compliance with the provisions of the Act, there is hereby created an association of the Co-Owners of the Dwelling Units in the Regime to be known as the North Willow Way Co-Owners Association. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner. During the period of time when construction or development activity is in progress on the Tract, Declarant shall appoint the members of the initial Board of Managers of the Association, which shall control during such period all matters which would be within the authority of either the Association or the Board of Managers under this Declaration, the By-Laws, or the Act, except that certain powers including the power of assessment shall be limited as provided in the By-Laws. Said initial Board of Managers shall serve until the time when Declarant turns over control of the Regime to the

Co-owners, which shall take place no later than the earliest to occur of the following events:

- (a) One hundred twenty (120) days after a total of forty-eight (48) Dwelling Units in the Regime have been sold by Declarant;
- (b) One hundred twenty (120) days after substantial completion of all Dwelling Units and other Property which Declarant may elect to build on the Tract;
- (c) The tenth anniversary of the date of this Declaration; or
- (d) If no Additional Sections are added to the Real Estate within five years of the date of this Declaration, then the fifth anniversary of the date of this Declaration.

Upon such turnover of control, Declarant shall make available to the Association all books, records, plans, and other information in its possession regarding the activities of said initial Board of Managers and the operation of the Regime prior to such turnover. Thereafter, the Association shall elect a Board of Managers annually in accordance with and as prescribed by the By-Laws, and may take any other actions with respect to control of the Regime provided for by this Declaration, the By-Laws, or the Act. The Board of Managers shall be the governing body of the Association, representing all of the Co-Owners in providing for the management, maintenance, repair, replacement and upkeep of the Property.

Section 14. Maintenance, Decoration, Repairs and Replacements. The Association will be responsible for the maintenance, repairs, decoration and replacement of the exterior of each Dwelling Unit except the glass portions. The Board of Managers shall have the exclusive right to determine the outside decor of each Dwelling Unit, including without limitation the color and type of paint and all decor appurtenant to the exterior of each individual Dwelling Unit. Each Owner shall control and have the right to determine the interior decor of his Dwelling Unit, but this shall not include the right to make structural changes to the Dwelling Unit, nor the right to use interior decor which adversely affects the external appearance of the Dwelling Unit, as more particularly set forth in the By-Laws. Each Owner shall repair any defect occurring in his Dwelling Unit which, if not repaired, might adversely affect any Dwelling Unit, Common Area or Limited Area. Maintenance, repairs, replacements and upkeep of the Common Areas and Limited Areas shall be furnished by the Association as part of the Common Expenses. The Board of Managers shall adopt such rules and regulations concerning the maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, including the appointment of committees to oversee the same. The Board of Managers or their designated agent shall have the right at reasonable times and upon reasonable prior notice (except in cases of emergency in which case no notice shall be required) to enter into the Common Areas and Limited Areas appurtenant to the Dwelling Units to replace, repair, and maintain the same, and in cases of emergency to enter the Dwelling Units to make repairs as to problems or defects which threaten the structural soundness, safety, or use of any Dwelling Unit.

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

any structural portion of the Dwelling Unit. Any alterations, additions, or improvements made by any Owner wholly or in part outside his respective Dwelling Unit with the consent of the Board of Managers shall remain the property of that Owner and shall be maintained by that Owner. Upon the sale of his Dwelling Unit, such alterations, additions, or improvements shall be transferred along with such Dwelling Unit, and the purchaser shall be deemed to assume the prior Owner's maintenance obligation. If, in the reasonable discretion of the Board of Managers, such alteration, addition, or improvement is not being properly maintained, the Board of Managers may cause the same to be removed if such condition is not corrected by such Owner within ten (10) days after notice of such determination by the Board of Managers, and such Owner shall be liable for all costs incurred in connection with such removal.

Section 16. Expansion. The provisions of this paragraph shall govern the expansion of the Regime and the allocation and reallocation of Percentage Interests and Percentage Votes.

A. Expansion by Sections. Declarant anticipates that it may construct from time to time additional Dwelling Units on various portions of the Adjacent Real Estate, for addition to the Regime in the manner hereinafter set forth. The general plan of development shall be consistent with the density and plan of development of the Dwelling Units to be contained upon the Real Estate. The maximum number of Dwelling Units to be contained in the Tract is sixty-four (64). Additional Sections shall not be added by Declarant at any time after the expiration of ten (10) years from the date of this Declaration. At any time, and from time to time, prior to the expiration of said ten-year period, Declarant, at its option, may cause all or any part of the Adjacent Real Estate to be added to the Regime, subject to the following conditions:

- (a) An Additional Section may not be annexed unless the Dwelling Units to be constructed in such Additional Section have been substantially completed and the Plans to be filed with the Amendment are completed and certified by the engineer or architect as fully and accurately depicting the layout, location, and dimensions of the Dwelling Units.
- (b) The Dwelling Units on any Additional Section shall be constructed with labor and material of comparable quality to the Dwelling Units previously constructed, although not necessarily of similar design, either as to interior floor plan or exterior structural design. Declarant reserves the right to determine all developmental standards of each Additional Section other than those particularly set forth in this Section 16.
- (c) Declarant, or its assigns, shall be the sole owner of the fee simple title to the Dwelling Units and the appurtenant Percentage Interests within the Additional Sections upon their addition to the Regime, until such time as Declarant conveys each Dwelling Unit to an Owner.

Declarant expressly reserves the right not to annex any or all of the Adjacent Real Estate. Upon annexation of each Additional Section to the Regime, each Owner shall acquire a Percentage Interest, as recomputed in accordance with this Section 16, in the Common Areas and Limited Areas in such Additional Section, at which time each Co-Owner thereof shall also incur and pay his Percentage Interest share of the Common Expenses attendant with such Additional Section, the Real Estate, and all Additional Sections previously added to the Regime.

B. Percentage Interest. The Owner of each Dwelling Unit shall have the same Percentage Interest and Percentage Vote as all other such Owners and there will be no differentiation based upon the size or value of the Dwelling Units. The Percentage Interest and Percentage Vote appurtenant to each Dwelling Unit at any time shall be: One divided by the total number of Dwelling Units in the Regime at that time. The total shares shall at all times equal 100%, or as is close to 100% as is mathematically possible, having regard to the equality of shares allocable to each Dwelling Unit.

C. Procedures For Amendment. As each Additional Section is developed, Declarant may record an Amendment annexing and adding such Additional Section to this Declaration and making it a part of the Regime. Declarant reserves the right to annex Additional Sections thereof in any manner or order it may choose. Such Amendment shall contain the following:

- (a) A description of the portion of the Adjacent Real Estate to be annexed;
- (b) A description of the Dwelling Units described in a manner consistent with this Declaration and the Act;
- (c) The Percentage Interest of all Dwelling Units in the Regime after such annexation, computed in accordance with the Formula.

D. Rights of Owners Affected By Declaration. Each Owner, by acceptance of a deed to a Dwelling Unit, acknowledges, consents, and agrees that the following rights and conditions shall be applicable upon the recording of each Amendment:

- (a) The Additional Section described in each Amendment shall be governed in all applicable respects by the provisions of this Declaration.
- (b) The Percentage Interest and Percentage Vote applicable to each Dwelling Unit shall be automatically reallocated in accordance with the schedule set forth in such Amendment, which reallocation shall be in accordance with the Formula. On recording of each Amendment, the amount by which the Percentage Interest of a Dwelling Unit Owner is reduced shall be deemed to divest from such Dwelling Unit Owner and revert to the Declarant, its successors and assigns.
- (c) Each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed given subject to the limitation that the Percentage Interest appurtenant to each Dwelling Unit shall be, upon the recording of each Amendment, altered in accordance with the Amendment and the Formula.
- (d) The Percentage Interest in the Common Areas and Limited Areas appurtenant to each Dwelling Unit shall be deemed to include any additional Common Areas and Limited Areas annexed hereto by such Amendment. Each Amendment shall grant and convey to the Owners the appropriate Percentage Interest in the Common Areas and Limited Areas added by such Amendment, and each deed, mortgage, or other instrument affecting a Dwelling Unit shall be deemed to include and attach to such additional Common Areas and Limited Areas.
- (e) The recording of an Amendment shall not alter the amount of the lien for Common Expenses previously assessed to a Dwelling Unit which was already a

part of the Regime prior to such recording. The lien for the share of Common Expenses from and after such recording shall be assessed and paid based upon the recomputed Percentage Interest and in accordance with the By-Laws.

- (f) Each Owner agrees for himself and all those claiming under him, including Mortgagees, that this Declaration and each Amendment is and shall be deemed to be in accordance with the Act and, for the purpose of this Declaration and the Act, any changes in Percentage Interest as set forth in any Amendment, which is in accordance with the Formula expressed herein, shall be deemed to be made by agreement of all Owners.
- (g) Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Additional Sections in the Tract in accordance with the provisions of this Section 16.
- (h) Each Owner, upon acceptance of a deed to a Dwelling Unit, shall appoint Declarant or its nominee as such Owner's attorney-in-fact, by execution of a limited Power of Attorney in a form reasonably required by Declarant, for the following purposes: (a) reallocating from time to time the Percentage Interest appurtenant to such Owner's Dwelling Unit in accordance with the provisions of this Section 16; (b) to the extent required by law to carry out the intent of this Section 16, to consent to or vote in favor of any Amendment to this Declaration on behalf of such Owner; and (c) to do all things necessary and proper to effect the addition of each and every Additional Section as Declarant may elect to annex to the Regime, in accordance with the provisions of this Declaration. The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest and shall be irrevocable and binding upon the heirs, successors and assigns of such Owner, but shall expire at such time as the entire Adjacent Real Estate has been annexed or further annexation thereof is no longer possible, either because of the passage of time or because of the removal of all or part of the Adjacent Real Estate pursuant to subsection E immediately below.

E. Removal From Tract. In the event Declarant elects not to annex all or part of the Adjacent Real Estate, as permitted by this Section 16, Declarant shall file an Amendment which shall permanently remove that portion of the Adjacent Real Estate which Declarant elects not to annex, and said portion thereafter shall not be subject to any possibility of becoming a part of the Regime. In addition, any portion of the Adjacent Real Estate for which an Amendment has not been filed within ten (10) years of the date hereof shall automatically be removed from the possibility of becoming a part of the Regime. When, because of the annexation of all the Adjacent Real Estate, the passage of time, or the filing of an Amendment under this subsection E, the Regime is no longer subject to expansion, the Percentage Interest then in effect shall not be altered without the consent of sixty percent (60%) of all Owners.

Section 17. Easements to and from Additional Sections. So long as all or any part of the Adjacent Real Estate is not annexed, Declarant reserves unto himself, his successors and assigns, for the use and benefit of that part of the Adjacent Real Estate not annexed, an easement to enter upon the streets and Common Areas, to provide ingress and egress to the Adjacent Real Estate not annexed, and to permit construction of buildings and other improvements upon such Adjacent Real Estate, whether or not such buildings or improvements are to be added to the Regime. Declarant, or his successors or assigns, shall be responsible for repairing any damage to any Property arising out of the exercise of this easement. The easements herein reserved shall permit free and unrestricted use and access to the roadways and sidewalks for Declarant and any other owners or residents of the Adjacent Real Estate not annexed, their guests, invitees, and all public and quasi-public vehicles. The easements granted and reserved in this paragraph 17 shall be easements and covenants running with the land and accruing to the benefit of the Adjacent Real Estate.

Section 18. Insurance.

A. The Co-owners shall collectively obtain fire and extended coverage insurance insuring all Dwelling Units in the Regime and all Common Areas and Limited Areas in the Regime, in an amount equal to the full replacement cost thereof from time to time, as determined by a qualified appraiser. Such insurance shall be in the form of a master casualty policy for the entire Regime, shall contain a "Replacement Cost Endorsement," and shall provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 19. Such insurance coverage shall be for the benefit of each Owner and the Association and, if applicable, each Owner's Mortgagee. The amount of coverage shall be increased from time to time to cover all additions to the Regime. The proceeds shall be payable to the Association, who shall hold such proceeds as trustee for the individual Owners and Mortgagees, as their respective interests shall appear. The proceeds shall be used or disbursed only in accordance with the provisions of this Section 18 and of Section 19 of this Declaration, as applicable, and any surety bond or bonds obtained by the Board of Managers covering the officers of the Regime as provided in the By-Laws shall specifically include protections for any insurance proceeds so received.

B. The Association also shall obtain comprehensive public liability insurance in such limits as the Board of Managers shall deem appropriate, together with Workmen's Compensation Insurance and other liability insurance, if so deemed necessary or appropriate by the Board of Managers. Such insurance shall inure to the benefit of each individual Owner, the Association, the Board of Managers, and any managing agent or company acting on behalf of the Association. The individual Owners, as well as any lessees of any Owners, shall have the right to recover losses insured for their benefit.

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

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

- (a) Partial Destruction. In the event of loss than complete destruction (as defined in subsection (b) hereinbelow) of the Dwelling Units in all Buildings, all Dwelling Units and other Property shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, the amounts needed to complete the repair and restoration beyond available insurance proceeds shall be paid by all Co-owners as a Common Expense. The application and use of such proceeds shall be determined by the Board of Managers of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees.
- (b) Restoration in the Event of Complete Destruction. In the event that two-thirds or more of the Dwelling Units in the Regime are damaged or destroyed by fire or other casualty, a special meeting of the Association shall be called. If, at that meeting, a determination is made, by vote of at least a two-thirds (2/3) majority (according to Percentage Votes) of all Owners in the Regime, that a complete destruction has occurred so that the Buildings and other Property in the Regime shall not be repaired or restored, then the proceeds of insurance and the Property in the Regime shall be dealt with and disposed of in accordance with Section 21 of the Act, as it may be amended from time to time, or in accordance with any substitute provisions governing such matters as may be enacted subsequent to the date of this Declaration.
- (c) Restoration, for purposes of subparagraphs (a) and (b) above, shall mean construction or rebuilding of the Dwelling Units and other Property to the same condition as they existed immediately prior to the destruction and with a similar type of design and architecture, but excluding all improvements and property added to or kept in or about such Dwelling Units by any Owner.
- (d) In the event restoration of Dwelling Units is necessary, the insurance funds for such restoration shall be disbursed by any Mortgagee (if it elects to do so) which holds mortgages on 51% or more of the number of Dwelling Units that need to be restored; otherwise, the insurance funds shall be disbursed by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith.

Section 20. Use and Sale of Dwelling Units. For the purpose of maintaining the residential character of the Regime, and for the protection of the Co-Owners, Declarant specifically reserves the mode and method of the original sale of each Dwelling Unit until the last Dwelling Unit in the Regime is sold. Declarant hereby specifically reserves Dwelling Unit No. _____, as shown on the Plans filed herewith, for use as a sales

and management office by Declarant or its agent. As Declarant adds Additional Sections, Declarant may designate any of the Dwelling Units therein for relocation of such sales and management office, but no more than one Dwelling Unit within the Regime shall be reserved for such purpose at any one time. The Dwelling Unit so designated may also be used, at the option of Declarant, as a furnished or unfurnished model, and Declarant may further designate from time to time, at its option, any other Dwelling Units in the Regime still held by Declarant, for use as furnished or unfurnished models, provided that the total number of Dwelling Units used as models at any one time shall not exceed the number of different floor plans being offered or to be constructed within the Tract. Any Dwelling Unit designated by Declarant for use as a model and/or as a sales and management office may, at Declarant's option, either be owned by Declarant or sold and leased back by Declarant for such purpose. Designation of any such Dwelling Unit shall be done by recorded instrument referencing this Declaration and this Section 20. The right of Declarant to so designate and use such Dwelling Units shall continue so long as Declarant owns or may construct any Dwelling Units within the Tract, and no action of the Association shall impair such right. Upon discontinuation of such use by Declarant, each such Dwelling Unit shall not become Common Area or Limited Area, but shall be treated as a Dwelling Unit for all purposes of this Declaration. Other than as just provided, all Dwelling Units in the Regime shall be used for single-family residential purposes only, and no lease (other than a leaseback by Declarant) shall demise any Dwelling Unit for a term of less than six months nor more than two years.

Section 21. Attributes of Ownership. For the purpose of this Declaration, upon the recording of this Declaration and any subsequent Amendments, the rights and obligations accruing to a Dwelling Unit shall include (without limitation) the following:

- (a) The obligation to pay the monthly assessments as provided in this Declaration, which monthly assessments from and after the date of their determination as provided in the By-laws shall be and constitute a lien on each Dwelling Unit;
- (b) the right to be a member of the Association, and to have a vote for each Dwelling Unit owned, pursuant to the Formula set forth hereinabove.

The Declarant or Board of Managers reserve the right to construct recreational facilities within the Tract, but have no obligation to do so. Such facilities, if constructed by Declarant, may at Declarant's option either be added to the Regime, or not added to the Regime and operated by Declarant or its assignee or agent as a private club. Regardless of whether such facilities are added to the Regime, ownership of such facilities shall be vested in a not-for-profit corporation formed for the purpose of constructing, owning, operating, maintaining, and repairing such facilities. Use of such facilities shall be restricted to those persons who are shareholders in said corporation and who duly pay all membership fees assessed by said corporation. Declarant reserves the right to require that, upon construction of such facilities, any person or entity purchasing a Dwelling Unit from Declarant also must purchase shares in said corporation and be subject to all membership fees assessed by said corporation. If such facilities are added to the Regime, a separate class of Owners shall be established, consisting of those Owners who have acquired shares in said corporation. Only the members of said class shall have the right to use such facilities, and only such members shall be subject to an assessment to be determined from time to time by said Corporation to cover the operational, maintenance, and repair

costs of such facilities, which assessment shall be and constitute a lien on the Dwelling Units of said member Owners in the manner and to the extent provided in this Declaration and the By-Laws for annual and special assessments. Declarant expressly reserves the right to add other and/or more specific provisions concerning such facilities by amendment to this Declaration and/or the By-Laws at or prior to the time of construction of such facilities, subject to the terms of this Declaration governing amendments.

Section 22. Covenants and Restrictions. The various covenants and restrictions applicable to the use and enjoyment of the Dwelling Units are set forth in the By-Laws. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, the Co-Owners, or the Association. Available relief in any action brought to enforce this Declaration shall include damages and injunctive relief against any violation or attempted violation of these provisions, but there shall be no right of reversion or forfeiture of title resulting from any violation.

Section 23. Amendment of Declaration. Except as otherwise provided in this Declaration, this Declaration may be amended in the following manner:

- (a) **Notice.** Notice of the subject matter of the proposed amendment, shall be included in the notice of any meeting at which the proposed amendment is considered.
- (b) **Resolution.** A resolution to adopt a proposed amendment may be proposed by the Board of Managers or by the Owners of at least a majority of the Percentage Vote.
- (c) **Meeting.** The resolution concerning a proposed amendment must be adopted by the appropriate majority vote at a meeting duly called and held in accordance with the provisions of the By-Laws.
- (d) **Adoption.** Any proposed amendment to this Declaration must be approved by a vote of not less than a majority of the Percentage Vote. In the event any Dwelling Unit is subject to a mortgage, the Mortgagee shall be notified of the meeting and the proposed amendment in the same manner as an Owner if the Mortgagee has given prior notice of its mortgage interest to the Board of Managers in accordance with the provisions of the By-Laws.
- (e) **Amendments.** No amendment to this Declaration shall be adopted which changes:
 - (1) The Percentage Interest with respect to any Dwelling Unit or the share of an Owner's liability for the common expense, without the approval of sixty percent (60%) of the Percentage Vote and the approval of Mortgagees having mortgages on sixty percent (60%) of the Dwelling Units in the Regime, except as otherwise provided in regard to annexation;
 - (2) The provisions of Section 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the board of Managers in accordance with the provisions of the By-Laws; or,

(3) The provisions of Section 16 of this Declaration, except by Declarant in the manner provided therein; or

(4) The provisions of Section 17 of this Declaration without the consent of the Declarant.

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

The Amendments dealing with the Additional Sections and reassignment of Percentage Interests, however, are not subject to the conditions of this Section 23 and may be filed or adopted by the Declarant or by the Board of Managers without notice. In addition, the provisions of this Section 23 are subject to the rights given to the Declarant by virtue of the Powers of Attorney executed by the respective Owners in favor of the Declarant, or its assigns, as provided in Section 16 hereinabove.

Section 24. Acceptance and Ratification. All present and future Owners, Mortgagees, tenants, and occupants of the Dwelling Units shall be subject to and shall comply with the provisions of this Declaration, the Act, the By-Laws appended hereto, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute an agreement that the provisions of this Declaration, the Amendments, the Act, the By-Laws, and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner, tenant or occupant, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. Each Owner agrees to execute and deliver such other documents, if any, as may be necessary or desirable to comply with the Act as it may be amended from time to time. All persons, corporations, partnerships, trusts, associations, or other legal entities who may occupy, use, enjoy or control a Dwelling Unit or Dwelling Units or any part of the Property in any manner shall be subject to the Declaration, the Act, the By-Laws, and the Rules and regulations applicable thereto, as each may be amended from time to time.

Section 25. Rights of Mortgage Purchaser. In the event that Federal Home Loan Mortgage Corp. or other purchaser of a mortgage of any property in this Regime should impose any requirements pertaining to the attributes of the Regime or the provisions of this Declaration or the By-Laws, for purposes of qualifying for or agreeing to the purchase of any such mortgage, the Declarant or Board of Managers may fully satisfy such requirements, and the right to act for and on behalf of such Co-Owners with regard to the same is hereby reserved, and shall also be conferred upon Declaration in the Powers of Attorney executed by each Owner.

Section 26. Negligence. Each Owner shall be liable for the expense of any maintenance, repair, or replacement of any of the Property which becomes necessary by reason of his negligence or that of any member of his family or his or their guests, employees, agents, or lessees, to the extent that such expense is not covered by the proceeds of insurance carried by the Association. An Owner shall pay the amount of any increase in insurance premiums occasioned by his use, misuse, occupancy,

or abandonment of his Dwelling Unit or its appurtenances or of the Common Areas or Limited Areas.

Section 27. Reservation of Rights. Declarant reserves the right to amend this Declaration without consent of the respective Owners until all Dwelling Units which may be constructed on the Tract are sold by Declarant, the control of the Regime is turned over to the Association, or the tenth anniversary of the date hereof, whichever first occurs, provided that no such amendment shall substantially impair the rights of any Mortgagee, nor substantially deprive the Co-owners, or any of them, of the rights intended to be conferred upon them by this Declaration or the By-Laws. Declarant also reserves the right to determine the mode and method of sale of the Dwelling Units constructed by it so long as it owns or may yet construct and sell any Dwelling Units within the Tract.

Section 28. Costs and Attorneys' Fees. In a proceeding arising because of an alleged failure of an Owner to make any required payments or to comply with any provision of the Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the party initiating such proceeding shall be entitled to recover its reasonable attorneys' fees incurred in connection with such proceeding, if it is found or agreed in such proceeding that a violation of this Declaration, the Act, the By-Laws, or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, did occur.

Section 29. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by abandonment of his Dwelling Unit. The Association does not waive the right to place a lien on the Dwelling Unit and foreclose same by any failure to take action when any payment of any assessment is not timely made when due by any Owner.

Section 30. Severability Clause. The invalidity of any covenant, restriction, condition, limitation, or other provision of this Declaration or the By-Laws filed herewith shall not impair or affect in any manner the validity, enforceability, or effect of the rest of this Declaration or the attached By-Laws. If any of the covenants, privileges, covenants, rights, or interests created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or any analogous statutory provisions, (b) the rule restricting restraints or alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of any of the persons who are attorneys practicing with the firm Ice, Miller, Donadio & Ryan in Indianapolis, Indiana as of the date of this Declaration.

Section 31. Floor Plans. The Plans pertaining to the Real Estate, as described in Section 1(s) of this Declaration, are incorporated into this Declaration by reference, and have been filed in the Office of the Recorder of Marion County, Indiana, under No. _____, as of _____, 1983, along with any amended Plans as may, from time to time, be so filed pursuant to this Declaration.

Section 32. Commitments. The Tract is subject to certain Commitments made in connection with the zoning thereof, and Declarant, the Association, and all Owners and other persons who may use or occupy any portion of the Tract are prohibited from doing any act which violates said Commitments, except as may be allowed after said Commitments have been amended by proper proceedings before the Metropolitan Development Commission.

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

R & P ENTERPRISES, INC.
(A Corporation)

ATTEST:

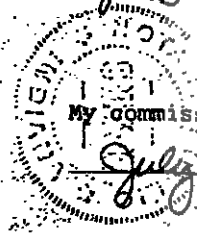
Talbot W. Denny
Assistant Secretary

By: Paul B. Milhaus, President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

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

Witness my hand and Notarial Seal this 29th day of July, 1983.



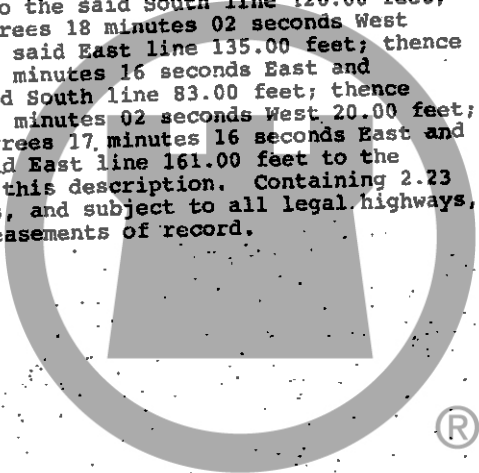
Signature Patricia A. Murphy
Printed Patricia A. Murphy
NOTARY PUBLIC
Resident of Johnson County

This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282; telephone: (317)236-2100.

CHICAGO TITLE

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

Commencing at the Southeast corner of the said Half Quarter Section; thence North 00 degrees 18 minutes 02 seconds East on and along the East line of the said Half Quarter Section 120 feet to the point of beginning at this description; thence continuing North 00 degrees 18 minutes 02 seconds East along said East line 320.00 feet; thence South 89 degrees 17 minutes 16 seconds West and parallel to the South line of said Half Quarter Section 370.00 feet; thence South 00 degrees 18 minutes 02 seconds West and parallel to the East line 165.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the said South line 126.00 feet; thence South 00 degrees 18 minutes 02 seconds West and parallel to the said East line 135.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the said South line 83.00 feet; thence South 00 degrees 18 minutes 02 seconds West 20.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the said East line 161.00 feet to the BEGINNING POINT of this description. Containing 2.23 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.



CHICAGO TITLE

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

Beginning at the Southeast corner of the said Half Quarter Section; thence South 89 degrees 17 minutes 16 seconds West on and along the South line of said Half Quarter Section 1,253.39 feet; thence North 00 degrees 25 minutes 04 seconds East 440.02 feet; thence North 89 degrees 17 minutes 16 seconds East 882.49 feet; thence South 00 degrees 18 minutes 02 seconds West and parallel to the East line of the said Half Quarter Section 165.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the South line of the said Half Quarter Section 126.00 feet; thence South 00 degrees 18 minutes 02 seconds West and parallel to the East line of the said Half Quarter Section 135.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the South line of the said Half Quarter Section 83.00 feet; thence South 00 degrees 18 minutes 02 seconds West 20.00 feet; thence North 89 degrees 17 minutes 16 seconds East 161.00 feet to the East line of said Half Quarter Section; thence South 00 degrees 18 minutes 02 seconds West and along the East line of the said Half Quarter Section 120.00 feet to the point of beginning of this description. Containing 10.424 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

CHICAGO TITLE

CODE OF BY-LAWS OF
NORTH WILLOW WAY 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 Way Horizontal Property Regime, to which these By-Laws are attached and of which they are made a part. The Declaration is incorporated herein by reference and all of the covenants, conditions, 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 hereby made to the definitions in Section 1 of the Declaration. The provisions of these By-Laws shall apply to the Property and to the administration and conduct of the affairs of the Association.

Section 1.02. Individual Application. All of the Owners, Co-owners, tenants, or their guests and invitees, or any other person that might now or hereafter use or occupy a Dwelling 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, as the same may be amended from time to time.

ARTICLE II

Meetings of Association

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

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the second Tuesday of June of each calendar year. The first annual meeting shall not be held until the time of turnover of control of the Regime by Declarant or at such earlier time or times as may be determined by the Declarant. At each 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 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 such location within Marion County, Indiana as may be designated by the Board of Managers. Written notice stating the date, time, 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 Mortgagees 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 respective addresses as the same shall appear upon the records of the Association, and to the Mortgagees at their respective addresses as they shall appear 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 the number of Dwelling Units then in the Regime. Thus, an Owner with a Percentage Interest and Percentage Vote of 1/30 would be entitled to cast one vote if there are 30 Dwelling Units then in the Regime. The total number of votes for or against any matter shall then be divided by the number of Dwelling Units then in the Regime to determine the respective proportions of Co-owners supporting or opposing such matter.

(b) Multiple Owners. When the Owner of a Dwelling Unit constitutes more than one person or entity, or is a partnership, there shall be only one voting representative entitled to cast the Percentage Vote allocable to that Dwelling Unit. At the time of acquisition of title to a Dwelling 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 Dwelling 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 his right to act as voting representative for the Dwelling Unit at such meeting or meetings.

(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 directors of such corporation shall cast the vote to which the corporation is entitled.

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

(e) Quorum. Except where otherwise expressly provided in the Declaration, these By-Laws, or the Act, the presence of Owners or their duly authorized representatives holding a majority of the total Percentage Vote shall constitute a quorum at all meetings. The terms "majority of Owners" and "majority of the vote", as used in these By-Laws, shall mean, unless otherwise expressly indicated, not less than fifty-one percent (51%) of the total Percentage Vote as determined by the applicable provisions set forth in the Declaration, and shall not mean a majority of the persons or votes present or represented at such meeting.

(f) Conduct of Meeting. The Chairman of the meeting shall be the President of the Association. He shall call the meeting to order at the duly designated time, and business will be conducted in the following order:

- (1) Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.
- (2) Treasurer's Report. The Treasurer shall report to the Co-owners concerning the financial condition of the Association and answer relevant questions of the Owners concerning the Common Expenses and financial report for the prior year and the proposed budget for the current year.
- (3) Budget. The proposed budget for the current calendar year shall be presented to the Co-owners for approval or amendment.
- (4) Election of Board of Managers. Nominations for the Board of Managers may be made by an Owner from those persons eligible to serve. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Voting for Board of Managers will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.
- (5) Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote.
- (6) Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Managers shall be presented.
- (7) Adjournment.

Section 2.06. Control During Development. Notwithstanding any other provision of the Declaration, the Act, or these By-Laws, from and after the date of the Declaration until the date when Declarant turns over control of the Regime to the Co-owners, as determined by Declarant within the limitations set forth in Section 13 of the Declaration, the Regime shall be governed by the initial Board of Managers appointed by Declarant. Said initial Board of Managers shall exclusively hold all rights and powers which a Board of Managers or the Association would have under the Declaration, the Act, or these By-Laws, except as specifically limited in this Section 2.06. Said initial Board of Managers may appoint from time to time from among the Co-owners committees to advise and assist it in

the performance of its functions. The rights and powers of said initial Board of Managers shall be limited as follows:

- (a) The power of assessment shall be limited in that the total monthly assessments against any Dwelling Unit during the first year after the date of the Declaration shall not exceed Forty-four Dollars (\$44.00) per month and shall not be increased in any subsequent year prior to turnover by more than twelve percent (12%) over the assessment in the preceding year.
- (b) Said initial Board shall have no power to reallocate Percentage Interests or Percentage Votes in a manner not consistent with the Formula.
- (c) Said initial Board, as such, shall have no power to determine on behalf of the Co-owners whether a complete destruction of the Buildings and other Property within the Regime has occurred, and the Co-owners shall be entitled to vote on such matter in accordance with Section 19 of the Declaration, provided, however, that this shall not prohibit Declarant from voting on such matter according to the Percentage Vote attaching to the Dwelling Units owned by Declarant.
- (d) Said initial Board shall not take any action requiring the vote or consent of any Mortgagee unless the vote or consent of such Mortgagee is obtained.

Declarant shall have the right to waive, on behalf of the Association, the annual meetings and annual accountings provided for in this Article II. At the time of turnover of control by Declarant, the first annual meeting of the Association will be called, at which time the rights and powers of the initial Board of Managers shall terminate and the Regime shall thereafter be governed in accordance with the provisions of the Declaration, the Act, and these By-Laws other than this Section 2.06.

CHICAGO TITLE

ARTICLE III Board of Managers

Section 3.01. The affairs of the Association shall be governed and managed by the Board of Managers (herein sometimes collectively called "Board" and individually called "Managers"). The initial Board of Managers shall be composed of three (3) persons appointed by Declarant. After the expiration of the term of the initial Board of Managers as provided in Section 2.06 hereinabove, the constituency of such Board may be increased to, but shall not exceed, nine (9). The number of Managers shall be increased in accordance with this Section 3.01 only if the increase is properly brought before the Association at an annual meeting or special meeting called for such purpose and approved by a majority of the vote. No person shall be eligible to serve as a Manager unless he is an Owner or is an attorney, agent, or employee of Declarant.

Section 3.02. Additional Qualifications. Where an Owner consists of more than one person or is a partnership, corporation, trust or other legal entity, then the person entitled to cast the Percentage Vote on behalf of such multiple Owner shall be eligible to serve on the Board of Managers.

Section 3.03. 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 2.06 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 3.04. Removal of Managers. After the tenure of the initial Board of Managers has expired, a Manager or Managers may be removed with or without cause by 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 selected shall serve until the next annual meeting of the Co-owners or until his successor is duly elected and qualified.

Section 3.05. 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) Repair and replacement of the Common Areas and Limited Areas;
- (b) Procuring of utilities, removal of garbage and waste, and snow removal from the Common Areas;
- (c) Landscaping, painting, decorating, and furnishing of the Common Areas and Limited Areas, the exterior of the Buildings, garages and walls;
- (d) Surfacing, paving, and maintaining streets, parking areas, garages, and sidewalks, and the regulation of the use thereof;
- (e) Assessment and collection from the Owners of the Owner's pro-rata share of the Common Expenses.
- (f) Preparation of the proposed annual budget, a copy of which will be mailed or delivered to each Owner at the same time as the notice of annual meeting is mailed or delivered;
- (g) Preparing and delivering annually to the Co-owners a full accounting of all receipts and expenses incurred during each year, which 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.
- (i) Procuring and maintaining in force all insurance coverage required by the Declaration to be maintained for the whole Regime as specified by Section 18 of the Declaration.

Section 3.06. Powers of the Board of Managers. The Board of Managers shall have such powers as are reasonably necessary or appropriate 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 Association;
- (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. Limitations on Board Action. After the tenure of the initial Board of Managers, the authority of the Board of Managers to enter into contract shall be limited to contracts involving a total expenditure of less than \$3,000.00, unless the prior approval of a majority of Owners is obtained, except in the following cases:

- (a) Supervision and management of the replacement or restoration of any portion 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 3.09. 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. At any time after the tenure of the initial Board of Managers has expired, 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 3.10. 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 3.11. Non-Liability of Managers. The Managers shall not be liable to the Co-Owners for any action or inaction 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. 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 3.12. Additional Indemnity of Managers. The Co-owners shall indemnify any person and such person's heirs, assigns, and legal representatives, who shall be 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 reasonably incurred by him in connection with the defense of such action, suit, or proceeding, or in connection with any appeal therein, and including the reasonable amount of any of settlement of, or judgment rendered in, any action, suit or proceeding, unless it shall be found by a two-thirds (2/3) majority of the Co-owners that such Manager was guilty of misconduct, or unless it is expressly admitted or determined in any action, suit, or proceeding that said Manager acted in bad faith. No Manager shall be considered or deemed to be guilty of or liable for misconduct in the performance of his duties where such Manager reasonably 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. In no case shall a Manager be deemed guilty of or liable for misconduct solely 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 first meeting of the Board following each election thereof. Upon recommendation of a majority of all members of the Board and upon an affirmative vote of a majority of all Owners, any officer may be removed either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

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

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

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

Section 4.06. The Treasurer. The Board shall elect from among the Managers a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name and for the exclusive benefit 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. Obligations of Co-owners. Each of the Owners within the Regime shall automatically and mandatorily be members in the Association and be entitled to all of the privileges and subject to all of the obligations thereof. All Owners, by their acceptance of their respective deeds to their Dwelling Units, 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.

Section 5.02. Annual Accounting. Annually, after the close of each calendar year and prior to the date for notice 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 5.03. Proposed Annual Budget. Annually, on or before the date for notice 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 proposed 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 proposed annual 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.

Section 5.04. 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 Dwelling Unit. Immediately following the notice of such assessment against each respective Dwelling 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, any Owner may elect to pay monthly assessments semi-annually in advance. The Regular Assessment for the year shall become a lien on each separate Unit as of the first day of the month after adoption. Prior to Declarant's turning over of control of the Regime to the Co-owners, the Co-owners shall bear the Common Expenses of the Regime through payment of an initial assessment fixed from time to time by the initial Board of Managers. During the first year following the date of this Declaration, the initial monthly assessment on the conveyance of title to any Dwelling Unit to an Owner is fixed at \$44.00. Each year thereafter, such initial monthly assessment may not be increased more than 12% during each succeeding year. After the turning over of control of the Regime to the Co-owners, the Formula and related provisions of the Declaration will determine the Regular Assessment, and each

Dwelling Unit Owner shall pay to the Association an annual assessment based on the Percentage Interest for each Dwelling Unit for payment of the regular Common Expenses provided for in the annual budget, including expenses for maintenance and repair of the Common Areas and Limited Common Areas, necessary insurance costs, reserve funds for replacements and maintenance, costs of operation of the community activities facilities of the Association, and for any other necessary or appropriate expenses for maintenance and operation of the Regime.

Section 5.05. Special Assessments. In addition to the assessments authorized above, the Association may levy in any assessment year such special assessments as may be necessary 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 no special assessments shall be levied without the assent of a majority of the votes at a meeting duly called for this purpose. Each Owner of a Dwelling Unit shall pay to the Association a special assessment based on the Percentage Interest of the total sum approved to meet the costs and expenses as heretofore provided. The Association may, in connection with the levy of any special assessment, specify that the same shall be payable in installments and specify the due dates thereof.

Section 5.06. Collection of Assessments. The amount of the annual assessment or of any special assessment provided for in this Article shall be assessed as a lien upon the Dwelling Unit and Percentage Interest of each Owner as of the time when such annual assessment or special assessment, as the case may be, is determined or levied by vote of the Association. Each assessment shall be due and payable within thirty (30) days of such date assessment, or within thirty days of the due date specified herein or by the Association for payment of assessments in installments. Upon default of payment within such period of time, the Association shall be entitled to enforce the payment of said lien according to the laws of the State of Indiana, and to take any other actions for collection from the defaulting parties. Any such lien against a Dwelling Unit or against that part of the Property, if any, owned by the Declarant, shall be subordinate to any recorded first Mortgage covering such Dwelling Unit or, as the case may be, covering that part of the Property, if any, owned by the Declarant.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Dwelling Unit which, if neglected, would adversely affect the value of the Property and which is not a matter within the definition of Common Expenses. 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 Dwelling Unit.

ARTICLE VI

Restrictions on Use

Section 6.01. The following restrictions apply to the use and enjoyment of the Dwelling Units, Common Areas, Limited Areas, and the other Property in addition to those set forth in the Declaration:

- (a) All Dwelling Units shall be used exclusively for residential purposes and occupancy for a single-family. No lease shall demise any Dwelling Unit for a term of less than six months. 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 Dwelling 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 Dwelling Unit or in the Common Areas or Limited Areas which will result in a cancellation of insurance on any Building or contents thereof, or which would be in violation of any law or ordinance.
- (d) No waste shall be committed in the Units, Common Areas or Limited Areas.
- (e) No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a Building, or on or upon any balcony or patio, and no sign, awning, canopy, shutter, or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other part of the Building without the prior written consent of the Board.
- (f) No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any Dwelling Unit or in the Common Areas or Limited Areas, except that small pet dogs, cats, or customary household pets may be kept in a Dwelling Unit, provided that such pet is not kept, bred, or maintained for any commercial purpose, and does not create a nuisance. Pets shall be permitted outdoors only under leash and accompanied by an Owner or other person, and an Owner shall be fully liable for any damage to the Common Areas or Limited Areas caused by his pet, and shall be responsible for removing from such areas his pet's waste materials. The Board may adopt such other rules and regulations regarding pets as it may deem appropriate, and in the event that in the judgment of the Board, any pet is causing or creating a nuisance or unreasonable disturbance or noise, such pet shall be permanently removed from the Property upon determination by the Board.
- (g) Nothing shall be done or permitted in any Dwelling 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 any Dwelling Unit be used in any unlawful manner or in any manner to cause injury to the reputation of the Regime or to be a nuisance, annoyance, inconvenience, or damage to other Owners or tenants of the Building or neighborhood, including, without limiting the generality of the foregoing, noise by the use of any musical instruments, radio, T-V, loud speakers, electrical equipment, amplifiers, or other equipment or machines.

- (h) No clothes, sheets, blankets, rugs, laundry, or other things shall be hung out or exposed on any part of the Common Areas. The Common Areas and Limited Areas shall be kept free and clear of rubbish, debris, and other unsightly material by the Owners, except as to specific areas designed for temporary storage thereof.
- (i) No industry, trade, or other commercial or religious activity, educational or otherwise, whether 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 Dwelling Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "For Sale" or "For Lease" signs on any unsold or unoccupied Dwelling Units.
- (k) All Owners and members of their families, their guests, or invitees, all lawful occupants of any Dwelling Unit and all other persons entitled to use the same and to use and enjoy the Common Areas and Limited Areas or any part thereof, shall observe and be governed by such rules and regulations as may from time to time be issued by the Board governing the operation, use, and enjoyment of the Common Areas and Limited Areas.
- (l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motorcycles, mini-bikes, or any other unconventional vehicles of any description, shall be permitted, parked, or stored anywhere within the Property, except that any such vehicles may be parked or stored completely enclosed within a garage. The parking of any type or kind of vehicle shall not be permissible upon the streets, other than temporary parking by guests and invitees of any Owner, which shall be located only upon the streets. Appurtenant to each Dwelling Unit is the right to use a certain designated parking area located in the driveway area adjacent to that Dwelling Unit and more particularly indicated on the Plans. The number of vehicles which may be parked in such area by any Owner shall not exceed the number of automobiles for which such Owner's garage space is designated. No Owner shall park any vehicle on a recurrent or permanent basis in any location other than in his garage or his designated parking area.
- (m) No Owner shall be allowed to plant trees, landscape, or to do any gardening in any of the Common Areas or Limited Areas, except with the express permission from the Board.
- (n) All trash or refuse shall be stored in appropriate containers inside the Dwelling Unit (including garage) or designated trash areas and shall be made accessible for the programmed trash collection system established by the Board of Managers.
- (o) No Owner shall install or maintain any interior or exterior window decor visible from outside the Dwelling Unit, other than interior draperies having a white or pastel back lining.

Section 6.02. Right of Entry. An Owner or occupant of a Building Unit shall be deemed to have granted the right of entry to the Managing Agent or any person authorized by the Board in case of any emergency, in order to remedy any circumstance threatening his Dwelling 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 Dwelling 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. Any rule or regulation promulgated by the Board may be altered, amended, or repealed by a majority of the vote at any annual meeting or any special meeting called for such purpose.

ARTICLE VII

Amendment to By-Laws

Section 7.01. These By-Laws may be amended by Declarant in the same manner and to the same extent as the Declaration; in addition, these By-Laws may be amended by a majority of the vote of the Co-owners in a duly constituted meeting called for such purpose, except that the right of amendment is exclusively reserved to the initial Board of Managers during the period set out in Section 2.06 above, and except as prohibited by any provision of the Declaration, the Act, or these By-Laws, as the same may be amended from time to time.

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 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 on which he otherwise may be entitled to vote 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 Dwelling 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 Dwelling Unit shall not be liable for, nor shall the Dwelling Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statements.

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AMENDMENT TO DECLARATION AND BY-LAWS OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME

Marion County Auditor

CROSS REFERENCE

CROSS REFERENCE

THIS AMENDMENT TO DECLARATION AND BY-LAWS OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("Amendment"), made this 3/21 day of August, 1983, by R & P Enterprises, Inc., a California corporation, ("Declarant"),

WITNESSETH:

WHEREAS, Declarant executed the original "Declaration of North Willow Way Horizontal Property Regime" (hereinafter called the "Declaration"), establishing the North Willow Way Horizontal Property Regime as to certain real estate described in Exhibit A attached hereto and made a part hereof, which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-54797;

WHEREAS, Declarant recorded with and as a part of said Declaration the Code of By-Laws of North Willow Way Co-Owners Association, Inc., a Not-For-Profit Indiana Corporation ("By-Laws"); and

WHEREAS, the Declaration and By-Laws each authorized the Declarant to amend the same, and Declarant desires to amend the Declaration and By-Laws in certain respects;

NOW, THEREFORE:

Declarant hereby amends the Declaration and By-Laws as hereinafter set forth:

1. Section 12 of the Declaration is to be entitled "Easements for Maintenance, Utilities, and Public and Quasi-Public Vehicles", and the following sentence is hereby added to Section 12:

Declarant and the Association shall have the right to grant such other easements, licenses, and rights-of-way as may be necessary for the proper operation and maintenance of the Regime.

2. Section 13 of the Declaration is amended by deleting therefrom Sub-section (d) thereof, and by replacing the word "tenth" in Sub-section (c) thereof with the word "fifth".

3. Section 16, Sub-section E of the Declaration is hereby amended by replacing the last sentence thereof with the following:

When, because of the annexation of all of the Adjacent Real Estate, the passage of time, or the filing of an amendment under this Subsection E, the Regime is no longer subject to expansion, the Percentage Interest then in effect shall not be altered without the consent of at least sixty-seven percent (67%) of all Owners and at least fifty-one percent (51%) of all holders of first mortgages on Dwelling Units in the Regime.

4. An additional section, Section 19A, is hereby added to the Declaration as follows:

Section 19A. Condemnation. In the event that all or any part of the Regime shall be taken or condemned by any competent authority, or if any condemnation

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BETH D. LUGHLIN
RECORDER, MARION CO.

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proceeding shall be instituted with respect to all or any part of the Regime, the Association shall have the right to appear and defend in such proceedings on behalf of the Owners affected thereby and to prosecute on behalf of any such Owners any action or proceeding, at law or in equity, as it may deem appropriate for the adequate protection and compensation of all Owners affected by any confiscatory act of any public body. The proceeds obtained by the Association as a result of any such action or proceeding shall be received by the Association and shall be applied by the Association as follows: (a) the portion of such award which is allocated by the court making such award, or if not so allocated, then as determined by a two-thirds (2/3) majority of all Co-Owners at a special meeting called for the purpose of making such allocation, to the buildings or units taken (such portion hereinafter called the "Building Award") shall be distributed among the Owners whose Dwelling Units were taken in proportion to the amount paid by each Owner for his Dwelling Unit; (b) the balance of such award after payment of the Building Award shall be paid, first, to reimburse the Association for its costs and expenses in obtaining such award, and the balance, if any, shall be paid equally to each Co-Owner in the Regime in proportion to his Percentage Interest. No amounts or damages shall be paid by the Association to any Owner for any partial taking, partial loss of use, or impedance of access as to any Dwelling Unit, except to the extent that the amount of any such award is specifically determined by the court making such award. Nothing in this Section 19A shall be construed to prevent any Owner affected by any condemnation or confiscatory action of any public body from participating in any condemnation proceedings or from prosecuting any action for any recovery for any confiscation of his property, but such Owner shall not be entitled to distribution out of the proceeds received by the Association to the extent that such Owner recovers sums or compensation for the same or similar damages as are the basis of the award to the Association.

5. Section 20 of the Declaration is hereby amended to specify Dwelling Units No. 6, 21 as being reserved for use as a sales and management office by Declarant or its agent, and further amended by deleting from the last sentence thereof the words "no more

6. Section 21 of the Declaration is hereby amended so as to provide, immediately following Sub-section (b) thereof, the following: than
two
years

The lien of any assessment shall be subordinate to any first mortgage on any Dwelling Unit which was recorded before the time when said assessment first became delinquent. Each Owner shall be personally liable only for those assessments which first become due and payable while said Owner holds title to his Dwelling Unit.

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7. The provisions of Section 23 (e) of the Declaration are hereby stricken and replaced with the following:

Amendments. No amendment to this Declaration shall be adopted which changes:

(1) The Percentage Interest with respect to any Dwelling Unit or the share of an Owner's

liability for Common Expenses, without the approval of sixty-seven percent (67%) of the Percentage Vote and the approval vote of the Mortgagees having mortgages on at least fifty-one percent (51%) of the Dwelling Units in the Regime, except as other wise provided in regard to annexation;

(2) The provisions of Section 19 of this Declaration with respect to reconstruction or repair in the event of fire or casualty, without the approval of sixty-seven percent (67%) of the Percentage Vote and the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws;

(3) The provisions of Section 16 of this Declaration, except by Declarant in the manner provided therein; or

(4) The provisions of Section 17 of this Declaration without the consent of the Declarant; or

(5) Any provisions which would be deemed to be of a material nature by the Federal National Mortgage Association ("FNMA") under Section 402.02 of Chapter 3 of FNMA's current Lending Guide or any subsequent relevant guidelines which FNMA may issue, without the approval of at least sixty-seven percent (67%) of the Percentage Vote and the approval of Mortgagees having mortgages on at least fifty-one percent (51%) of the Dwelling Units in the Regime.

8. Article VIII of the By-Laws is hereby amended by the addition of Section 8.03 and Section 8.04, as follows:

Section 8.03. Financial Statements. Upon the request of any holder, insurer, or guarantor of any first mortgage on any Dwelling Unit, the Association shall provide to said holder, insurer, or guarantor the most recent financial statement prepared on behalf of the Association pursuant to Section 5.02 of these By-Laws.

Section 8.04. Notices to Mortgagees. The Association shall promptly provide to any holder, insurer, or guarantor of any first mortgage on any Dwelling Unit of whom the Association has been provided notice under Section 8.01 of these By-Laws of any of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the Regime or the Dwelling Unit securing its mortgage; **83 66210**
- (b) Any delinquency in the payment of Regular or Special Assessments owed by the Owner of any Dwelling Unit on which said holder, insurer, or guarantor holds a mortgage, if said delinquency continues for more than sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and,
- (d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

9. Declarant is recording along with this Amendment a certain amended plat for North Willow Way - Section One, to correct certain technical insufficiencies in the original plat, recorded August 3, 1983 as Instrument No. 83-54798.

10. Except as specifically stated hereinabove, each and every term and provision of both the Declaration and the By-Laws shall continue in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to Declaration and By-Laws of North Willow Way Horizontal Property Regime to be executed as of the day, month and year first above written.

R & P ENTERPRISES, INC.

By: Talbot W. Denny
TALBOTT W. DENNY
VICE PRESIDENT
(Printed Name and Title)

ATTEST:

Patricia A. Aikin
PATRICIA A. AIKIN
ASSISTANT SECRETARY
(Printed Name and Title)

STATE OF INDIANA)
COUNTY OF MARION) SS:

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, as Vice President, and Patricia A. Aikin, as Assistant Secretary, respectively, of R & P Enterprises, Inc., as California corporation, who acknowledged the execution of the above and foregoing Amendment to Declaration and By-Laws of North Willow Way Horizontal Property Regime for and on behalf of said corporation.

Witness my hand and Notarial Seal this 31st day of August, 1983.

Signature Diane M. H. [Signature]
Notary Public
Printed Diane M. H. [Signature]
County of Residence Marion

My Commission Expires:

September 9, 1986

83 66210

This Instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282, (317) 236-2100.

APPROVED THIS 12th
DAY OF September, 1983
PLAT TOWNSHIP ASSESSOR
D. [Signature] DRAFTSMAN

CROSS REFERENCE

CROSS REFERENCE

FILED

83 71397

(75) SEP 29 1983

SECOND AMENDMENT TO
DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME

Henry G. Goshorn
MARION COUNTY, INDIANA

THIS SECOND AMENDMENT TO DECLARATION OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("Amendment"), made this 29th day of September, 1983, by R & P Enterprises, Inc., a California corporation, ("Declarant"),

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of North Willow Way Horizontal Property Regime" (hereinafter called the "Declaration"), establishing the North Willow Way Horizontal Property Regime, which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-54797; and

WHEREAS, Declarant amended said Declaration by instrument entitled "Amendment to Declaration and By-Laws of North Willow Way Horizontal Property Regime", which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66210;

NOW, THEREFORE:

Declarant hereby makes this Second Amendment to the Declaration, and the same is incorporated into said Declaration as follows:

1. Declarant hereby adds to the North Willow Way Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.
2. Declarant hereby adds to the North Willow Way Horizontal Property Regime Units numbered 17 through 20 and 61 through 64, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "North Willow Way - Section 2" dated September 28, 1983 and certified by William R. Cole, Registered Professional Engineer No. 8521.
3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in North Willow Way Horizontal Property Regime is hereby adjusted and revised to equal 5.0%.
4. The provisions of the Declaration are hereby amended by adding to Section 18 thereof two additional subparagraphs, as subparagraphs D. and E., as follows:

D. The Association shall obtain a fidelity bond indemnifying the Association, the Board of Managers, and the Co-Owners for loss of funds resulting from fraudulent or dishonest acts of any employee or officer of the Association or of any other person handling the funds of the Association or the Co-Owners, which bond shall be written in an amount equal to at least One Hundred Fifty Percent (150%) of the estimated annual operating expenses for the Property.

E. All policies of insurance of the character described in subparagraph B. of this Section 18 shall contain an endorsement or clause whereby the insurer waives any right to be subrogated to any claim against the Association, its officers, the Board of Managers, the Declarant, any property manager, their respective employees and agents, or the Owners, and also waives any defenses based on co-insurance or on invalidity arising from acts of the insured, and shall cover claims of one or more insured parties against other insured parties. All policies of insurance maintained

RECEIVED FOR RECORD
BETH M. AUGHIN
RECORDER OF MARION CO

SEP 29 10 59 AM '83

LEGAL DESCRIPTION

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

Commencing at the Southeast corner of the North Half of said Quarter Section; thence North $00^{\circ}18'02''$ East on and along the East line of said Quarter Section 120.00 feet; thence South $89^{\circ}17'16''$ West on and along the Southerly line of North Willow Way--Section One as recorded in Instrument #83-66211 in the office of the Recorder of Marion County, Indiana, 161.00 feet; thence North $00^{\circ}18'02''$ East, on and along the Westerly line of said Section One, 20.00 feet; thence South $89^{\circ}17'16''$ West on and along the Southerly line of said Section One, 83.00 feet to the Point of Beginning of this description; thence North $86^{\circ}41'58''$ West 387.07 feet; thence South $87^{\circ}52'09''$ West 135.20 feet; thence North $00^{\circ}18'02''$ East 75.00 feet; thence North $46^{\circ}20'56''$ West 287.79 feet; thence thence North $89^{\circ}17'16''$ East 319.63 feet; thence South $00^{\circ}18'02''$ West 245.52 feet; thence North $87^{\circ}52'09''$ East 113.40 feet; thence South $86^{\circ}41'58''$ East 187.28 feet; thence North $00^{\circ}18'02''$ East 90.82 feet to a point on the Southerly line of said Section One; thence North $89^{\circ}17'16''$ East on and along the Southerly line of said Section One, 111.00 feet; thence South $00^{\circ}18'02''$ West on and along the Westerly line of said Section One, 135.00 feet to the Point of Beginning of this description. Containing 1.75 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.



CHICAGO TITLE

53 71397

EXHIBIT A

830087240

252

CROSS REFERENCE

CROSS REFERENCE

THIRD AMENDMENT TO
DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME

THIS THIRD AMENDMENT TO DECLARATION OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("Third Amendment"), made this 28th day of November, 1983, by R & P Enterprises, Inc., a California corporation, ("Declarant"),

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of North Willow Way Horizontal Property Regime" (hereinafter called the "Declaration"), establishing the North Willow Way Horizontal Property Regime, which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-54797; and

WHEREAS, Declarant amended said Declaration by instrument entitled "Amendment to Declaration and By-Laws of North Willow Way Horizontal Property Regime", which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66210; and

WHEREAS, Declarant further amended the Declaration by instrument dated September 28, 1983, and duly recorded the same in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-71397;

NOW, THEREFORE:

Declarant hereby makes this Third Amendment to the Declaration, and the same is incorporated into said Declaration as follows:

1. Declarant hereby adds to the North Willow Way Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.
2. Declarant hereby adds to the North Willow Way Horizontal Property Regime Units numbered 33 through 60 inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "North Willow Way - Sections Three and Four" dated November 21, 1983 and certified by William R. Cole, Registered Professional Engineer No. 8521.
3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in North Willow Way Horizontal Property Regime is hereby adjusted and revised to equal 2.083333 percent.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment to Declaration of North Willow Way Horizontal Property Regime to be executed this 28th day of November, 1983.

RECEIVED FOR RECORD
DEPT. OF RECORDS
REC. DIV. 1000 N. CO.

R & P ENTERPRISES, INC.

Nov 29 1 15 PM '83

By Talbot W. Danny
Talbot W. Danny, Vice President

FILED

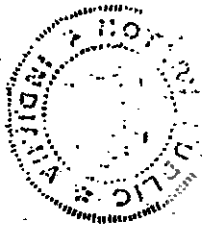
75 NOV 29 1983

Handwritten signature

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Penny, the Vice President of R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with proper authority from the Board of Directors of said corporation, and that all corporate action necessary for the making of this instrument has been taken and done.

Witness my hand and Notarial Seal this 28th day of November, 1983.



Talbot W. Penny
Signature

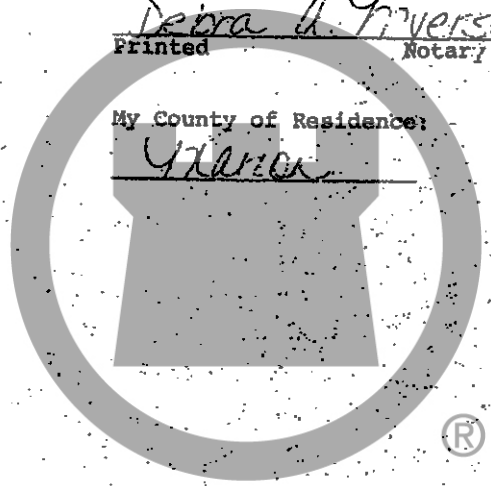
Debra A. Myers
Printed Notary Public

My Commission Expires:

April 18, 1987

My County of Residence:

Marion



CHICAGO TITLE

836087240

This instrument prepared by Scott A. Linquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, IN 46282.

North Willow Way -- Section Three

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

Commencing at the Southeast corner of the North half of said Quarter Section; thence North $00^{\circ}13'02''$ West on and along the East line of said Quarter Section 440.00 feet to the Northeast corner of North Willow Way -- Section One as recorded in Instrument #83 66211 in the Office of the Recorder of Marion County, Indiana; thence South $89^{\circ}17'16''$ West on and along the Northerly line of said Section One 370.00 feet to the beginning point of this description; thence South $00^{\circ}18'02''$ West on and along the Westerly line of said Section One 133.87 feet; thence South $89^{\circ}17'16''$ West 96.42 feet; thence South $00^{\circ}18'02''$ West 114.20 feet to a point on the Northerly line of North Willow Way -- Section Two as recorded in Instrument #83 71398 in the Office of the Recorder of Marion County, Indiana; thence North $86^{\circ}41'58''$ West on and along said Section Two 75.73 feet; thence South $87^{\circ}52'09''$ West on and along the Northerly line of said Section Two 113.40 feet; thence North $00^{\circ}18'02''$ East on and along the Easterly line of said Section Two 245.52 feet; thence North $89^{\circ}17'16''$ East 285.36 feet to the point of beginning of this description. Containing 1.36 acres, more or less, subject to all legal highways, rights-of-way and easements of record.

North Willow Way -- Section Four

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

Commencing at the Southeast corner of the North half of said Quarter Section; thence South $89^{\circ}17'16''$ West 432.40 feet to the point of beginning of this description; thence South $89^{\circ}17'16''$ West 820.99 feet; thence North $00^{\circ}25'04''$ East 440.02 feet; thence North $89^{\circ}17'16''$ East 277.49 feet to a point on the Northwest corner of North Willow Way -- Section Two as recorded in Instrument #83 71398 in the Office of the Recorder of Marion County, Indiana; thence South $46^{\circ}20'56''$ East on and along the Southwesterly line of said Section Two 287.79 feet; thence South $00^{\circ}18'02''$ West on and along the Westerly line of said Section Two 75.00 feet; thence North $87^{\circ}52'09''$ East on and along the Southerly line of said Section Two 135.20 feet; thence South $86^{\circ}41'58''$ East on and along the Southerly line of said Section Two 198.44 feet; thence South $00^{\circ}18'02''$ West 153.21 feet to the point of beginning of this description. Containing 5.68 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

83CC87240

CROSS REFERENCE

830090090

FOURTH AMENDMENT TO
DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME

RECORDED
DECLARATION
DEC 06 06:27:51
COUNTY CLERK
Marion Co. Indiana

THIS FOURTH AMENDMENT TO DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME ("Fourth Amendment"), made as of this
30th day of November, 1983, by R & P Enterprises,
Inc., a California corporation, ("Declarant"),

CROSS REFERENCE

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of
North Willow Way Horizontal Property Regime" (hereinafter called
the "Declaration"), establishing the North Willow Way Horizontal
Property Regime, which Declaration was duly recorded in the office
of the Recorder of Marion County, Indiana, as Instrument No. 83-
54797; and

WHEREAS, Declarant amended said Declaration by instrument
entitled "Amendment to Declaration and By-Laws of North Willow Way
Horizontal Property Regime", which was duly recorded in the office
of the Recorder of Marion County, Indiana, as Instrument No. 83-
71397; and

WHEREAS, Declarant further amended said Declaration by instru-
ment dated November 24, 1983, and recorded in the office of the
Recorder of Marion County, Indiana, as Instrument No. 83-77240;
and

WHEREAS, North Willow Way Horizontal Property Regime ("Regime")
presently consists of the real estate described in Exhibit A attached
hereto and made a part hereof; and

WHEREAS, in Section 25 of the Declaration, Declarant has
reserved the right to amend the Declaration so as to comply with the
requirements of the Federal Home Loan Mortgage Corp. ("FHLMC"); and,

WHEREAS, the amendments made hereby are required in order to
bring the Declaration into accordance with FHLMC guidelines;

NOW, THEREFORE:

Declarant hereby makes this Fourth Amendment to the Declaration,
and the same is hereby incorporated into the Declaration, as follows:

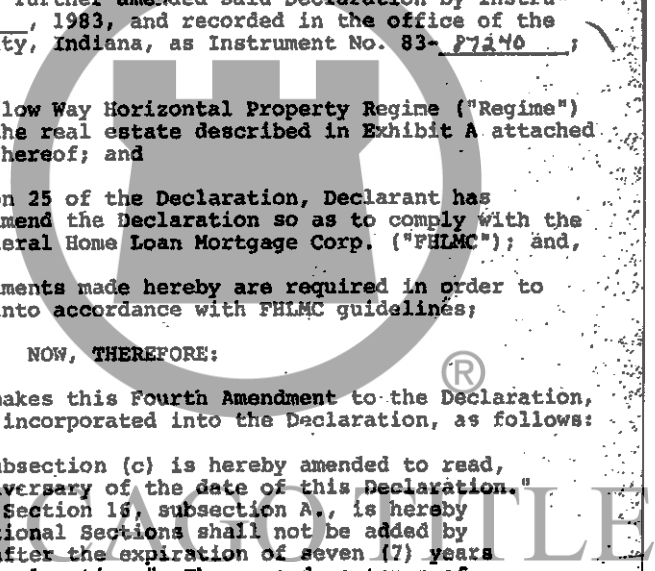
1. Section 13, subsection (c) is hereby amended to read,
"The seventh (7th) anniversary of the date of this Declaration."
The fourth sentence of Section 16, subsection A., is hereby
amended to read, "Additional Sections shall not be added by
Declarant at any time after the expiration of seven (7) years
from the date of this Declaration." The second sentence of
Section 16, subsection E. is hereby amended to read, "In addition,
any portion of the Adjacent Real Estate for which an Amendment
has not been filed within seven (7) years from the date hereof
shall automatically be removed from the possibility of becoming
a part of the Regime."

2. The phrase "and at least fifty-one percent (51%) of
all holders of first mortgages on Dwelling Units in the Regime"
at the end of Section 16, subsection E., is hereby deleted, and
the phrase "and the holders of first mortgages on at least
sixty-seven percent (67%) of the Dwelling Units in the Regime,"
is hereby substituted for such phrase.

3. The references to "fifty-one percent (51%)" in Section
23 (e) (1) and (5) are hereby amended to read "sixty-seven percent
(67%)".

RECEIVED FOR RECORD
BETH OLSON
RECORDER-MARION CO

Dec 8 3 22 PM '83



LEGAL DESCRIPTION

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

Commencing at the Southeast corner of the North Half of said Quarter Section; thence North 00°18'02" East on and along the East line of said Quarter Section 120.00 feet; thence South 89°17'16" West on and along the Southerly line of North Willow Way--Section One as recorded in Instrument #83-66211 in the office of the Recorder of Marion County, Indiana, 161.00 feet; thence North 00°18'02" East, on and along the Westerly line of said Section One, 20.00 feet; thence South 89°17'16" West on and along the Southerly line of said Section One, 83.00 feet to the Point of Beginning of this description; thence North 86°41'58" West 387.07 feet; thence South 87°52'09" West 135.20 feet; thence North 00°18'02" East 75.00 feet; thence North 46°20'56" West 287.79 feet; thence thence North 89°17'16" East 319.63 feet; thence South 00°18'02" West 245.52 feet; thence North 87°52'09" East 113.40 feet; thence South 86°41'58" East 187.28 feet; thence North 00°18'02" East 90.82 feet to a point on the Southerly line of said Section One; thence North 89°17'16" East on and along the Southerly line of said Section One, 111.00 feet; thence South 00°18'02" West on and along the Westerly line of said Section One, 135.00 feet to the Point of Beginning of this description. Containing 1.75 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.



CHICAGO TITLE

83 90090

EXHIBIT A

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

Commencing at the Southeast corner of the said Half Quarter Section; thence North 00 degrees 18 minutes 02 seconds East on and along the East line of the said Half Quarter Section 120 feet to the point of beginning at this description; thence continuing North 00 degrees 18 minutes 02 seconds East along said East line 320.00 feet; thence South 89 degrees 17 minutes 16 seconds West and parallel to the South line of said Half Quarter Section 370.00 feet; thence South 00 degrees 18 minutes 02 seconds West and parallel to the East line 165.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the said South line 126.00 feet; thence South 00 degrees 18 minutes 02 seconds West and parallel to the said East line 135.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the said South line 83.00 feet; thence South 00 degrees 18 minutes 02 seconds West 20.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the said East line 161.00 feet to the BEGINNING POINT of this description. Containing 2.23 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.



CHICAGO TITLE

83 90090

EXHIBIT A

North Willow Way - Section Three

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

Commencing at the Southeast corner of the North half of said Quarter Section; thence North 00°18'02" West on and along the East line of said Quarter Section 440.00 feet to the Northeast corner of North Willow Way -- Section One as recorded in Instrument #83 66211 in the Office of the Recorder of Marion County, Indiana; thence South 89°17'16" West on and along the Northerly line of said Section One 370.00 feet to the beginning point of this description; thence South 00°18'02" West on and along the Westerly line of said Section One 133.87 feet; thence South 89°17'16" West 96.42 feet; thence South 00°18'02" West 114.20 feet to a point on the Northerly line of North Willow Way -- Section Two as recorded in Instrument #83 71398 in the Office of the Recorder of Marion County, Indiana; thence North 86°41'58" West on and along said Section Two 75.73 feet; thence South 87°52'09" West on and along the Northerly line of said Section Two 113.40 feet; thence North 00°18'02" East on and along the Easterly line of said Section Two 245.32 feet; thence North 89°17'16" East 285.36 feet to the point of beginning of this description. Containing 1.36 acres, more or less, subject to all legal highways, rights-of-way and easements of record.

North Willow Way - Section Four

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

Commencing at the Southeast corner of the North half of said Quarter Section; thence South 89°17'16" West 432.40 feet to the point of beginning of this description; thence South 89°17'16" West 820.99 feet; thence North 00°25'04" East 440.02 feet; thence North 89°17'16" East 277.49 feet to a point on the Northwest corner of North Willow Way -- Section Two as recorded in Instrument #83 71398 in the Office of the Recorder of Marion County, Indiana; thence South 46°20'56" East on and along the Southwesterly line of said Section Two 287.79 feet; thence South 00°18'02" West on and along the Westerly line of said Section Two 75.00 feet; thence North 87°52'09" East on and along the Southerly line of said Section Two 135.20 feet; thence South 86°41'58" East on and along the Southerly line of said Section Two 193.44 feet; thence South 00°18'02" West 153.21 feet to the point of beginning of this description. Containing 5.68 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

83 90090

CROSS REFERENCE

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER-MARION CO.

DULY ENTERED
FOR REGISTRATION

Dec 8 883027950

COUNTY AUDITOR
William E. Gubler

DEC 8 3 23 PM '83

FIFTH AMENDMENT TO
DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

830090091

THIS FIFTH AMENDMENT TO DECLARATION OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("Fifth Amendment"), made as of this 8th day of December, 1983, by R & P Enterprises, Inc.; a California corporation ("Declarant"),

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of North Willow Way Horizontal Property Regime" (hereinafter called the "Declaration"), establishing the North Willow Way Horizontal Property Regime, which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-54797; and,

WHEREAS, Declarant amended said Declaration by instrument entitled "Amendment to Declaration and By-Laws of North Willow Way Horizontal Property Regime", which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-71397; and,

WHEREAS, Declarant further amended said Declaration by instrument dated November 28, 1983, and recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-97240; and,

(83-87240 correct)
#

WHEREAS, Declarant further amended said Declaration by instrument dated November 30, 1983 and recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90090; and,

WHEREAS, Declarant desires to add to North Willow Way Horizontal Property Regime ("Regime") the real estate described in Exhibit A attached hereto and made a part hereof;

NOW, THEREFORE:

Declarant hereby makes this Fifth Amendment to the Declaration, and the same is hereby incorporated into the Declaration, as follows:

1. Declarant hereby adds to the North Willow Way Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.
2. Declarant hereby adds to the North Willow Way Horizontal Property Regime Units numbered 25 through 28, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "North Willow Way - Section 5" dated December 6, 1983 and certified by William R. Cole, Registered Professional Engineer No. 8521.
3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in North Willow Way Horizontal Property Regime in hereby adjusted and revised to equal 1.93387%.

RECEIVED

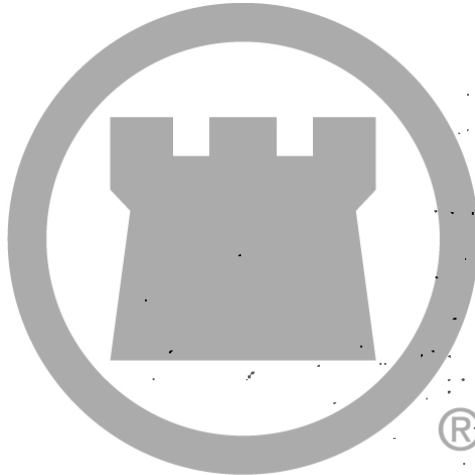
DEC 08 1983

PIKE TOWNSHIP
ASSESSOR

NORTH WILLOW WAY - SECTION FIVE

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

Commencing at the Southeast corner of the North half of said Quarter Section; thence South 89°17'16" West 317.40 feet to the point of beginning of this description; thence continue South 89°17'16" West 115.00 feet to the Southeast corner of North Willow Way -- Section Four as recorded in Instrument #83-2724 in the office of the Recorder of Marion County, Indiana; thence North 00°18'02" East on and along the East line of said North Willow Way -- Section Four 153.21 feet to the Northeasterly corner of said North Willow Way -- Section Four; thence South 86°41'58" East 115.14 feet; thence South 00°18'02" West 145.15 feet to the point of beginning of this description. Containing 0.39 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.



CHICAGO TITLE

83 90091

EXHIBIT A

840033865

RECEIVED FOR RECORD
BETH O'LAUGHLIN
RECORDER - MARION CO.

MAY 9 12 19 PM '84

SIXTH AMENDMENT TO
DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY

SALE TAXATION 9.50
No. 84010280
COUNTY AUDITOR

CROSS REFERENCE

CROSS REFERENCE

THIS SIXTH AMENDMENT TO DECLARATION OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("Sixth Amendment"), made as of this 9th day of May, 1984, by R & P Enterprises, Inc., a California corporation ("Declarant"),

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration of North Willow Way Horizontal Property Regime" on July 29, 1983 (hereinafter called the "Declaration"), establishing the North Willow Way Horizontal Property Regime, which Declaration was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-54797; and,

WHEREAS, Declarant amended said Declaration by instrument entitled "Amendment to Declaration and By-Laws of North Willow Way Horizontal Property Regime" on August 31, 1983, which was duly recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-66210; and,

WHEREAS, Declarant further amended said Declaration by instrument dated September 28, 1983, and recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-71397; and

WHEREAS, Declarant further amended said Declaration by instrument dated November 28, 1983 and recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-87240; and,

WHEREAS, Declarant further amended said Declaration by instrument dated November 30, 1983 and recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90090; and,

WHEREAS, Declarant further amended said Declaration by instrument dated December 8, 1983 and recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90091; and

WHEREAS, Declarant desires to add to North Willow Way Horizontal Property Regime ("Regime") the real estate described in Exhibit A attached hereto and made a part hereof;

NOW, THEREFORE:

Declarant hereby makes this Sixth Amendment to the Declaration, and the same is hereby incorporated into the Declaration, as follows:

1. Declarant hereby adds to the North Willow Way Horizontal Property Regime the real estate described in Exhibit A attached hereto and made a part hereof.

2. Declarant hereby adds to the North Willow Way Horizontal Property Regime Units numbered 1 through 4, 13 through 16 and 29 through 32, inclusive, which are situated on said real estate and which are more particularly depicted and described on a certain plat entitled "North Willow Way - Sections Six and Seven" dated April 30, 1984 and certified by William R. Code, Registered Professional Engineer No. 8521.

CHICAGO TITLE

3. Pursuant to the provisions of said Declaration, and all amendments thereto, including this Amendment, the Percentage Interest appertaining to each Unit in North Willow Way Horizontal Property Regime is hereby adjusted and revised to equal 1.15625%.

IN WITNESS WHEREOF, Declarant has executed this Sixth Amendment to the Declaration as of the date first above written.

R & P ENTERPRISES, INC.

By: Talbot W. Denny
Talbot W. Denny, Vice
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, Vice President of R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with the proper authority from the Board of Directors of said corporation, and that all corporate action necessary for the making of this instrument has been taken and done.

Witness my hand and Notarial Seal this 8th day of May, 1984.

Patricia Klumpers
Signature

PATRICIA Klumpers
Printed NOTARY PUBLIC

My Commission expires:

Oct. 2, 1987

Resident of Hamilton County

This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282

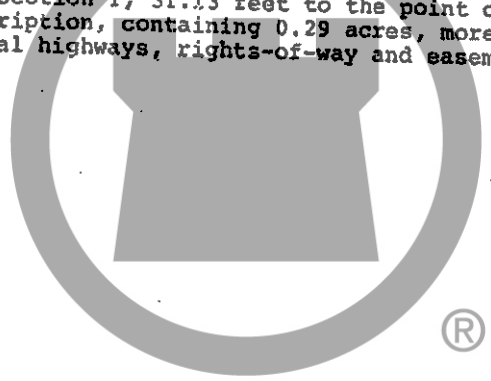
CHICAGO TITLE

34 33865

NORTH WILLOW WAY -- SECTION SIX

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

Commencing at the Southeast corner of the North half of said quarter section; thence North $00^{\circ}18'02''$ West, 440.00 feet; thence South $89^{\circ}17'16''$ West on and along the northerly line of North Willow Way, Section 1 as recorded in Instrument No. 83-54798 in the office of the Recorder of Marion County, Indiana, 370.00 feet; thence South $00^{\circ}18'02''$ West on and along the westerly line of said Section 1, 133.87 feet to the point of beginning; thence South $89^{\circ}17'16''$ West on and along the southerly line of North Willow Way, Section 3 as recorded in Instrument No. 83-87241 in the office of the Recorder of Marion County, Indiana 96.42 feet; thence South $00^{\circ}18'02''$ West on and along the easterly line of said Section 3, 114.20 feet; thence South $85^{\circ}41'58''$ East on and along the westerly line of North Willow Way, Section 2 as recorded in Instrument No. 83-71398 in the office of the Recorder of Marion County, Indiana, 111.55 feet; thence North $00^{\circ}18'02''$ East on and along the westerly line of said Section 2, 90.82 feet; thence South $89^{\circ}17'16''$ West on and along the southerly line of said Section 1, 15.00 feet; thence North $00^{\circ}18'02''$ East on and along the West line of said Section 1, 31.13 feet to the point of beginning of this description, containing 0.29 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.



CHICAGO TITLE

EXHIBIT "A"
Page 1 of 2

84 33865

84 33865

NORTH WILLOW WAY -- SECTION SEVEN

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

Beginning at the Southeast corner of the North half of said quarter section; thence North $00^{\circ}18'02''$ East on and along the centerline of Township line Road 120.00 feet; thence South $89^{\circ}17'16''$ West on and along the southerly line of said Section 1 161.00 feet; thence North $00^{\circ}18'02''$ East on and along the westerly line of said Section 1, 20.00 feet; thence South $89^{\circ}17'16''$ West on and along the southerly line of said Section 1, 83.00 feet; thence North $86^{\circ}41'58''$ West on and along the southerly line of said Section 2, 73.49 feet; thence South $00^{\circ}18'02''$ West on and along the easterly line of North Willow Way, Section 5 as recorded in Instrument No. 83-90092 in the office of the Recorder of Marion County, Indiana, 145.15 feet; thence North $86^{\circ}17'16''$ East 317.40 feet to the point of beginning of this description, containing 0.95 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.

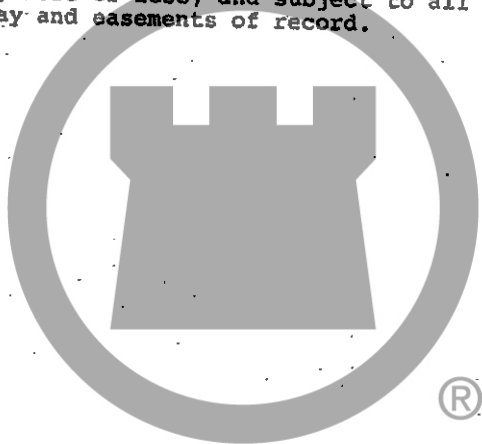


EXHIBIT "A"
Page 2 of 2
CHICAGO TITLE

81 33865

CROSS REFERENCE

CROSS REFERENCE

810058986

AMENDED SIXTH AMENDMENT TO
DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME

THIS AMENDED SIXTH AMENDMENT TO DECLARATION OF
NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("Amended Sixth
Amendment"), made as of this 30th day of July, 1984, by R & P
Enterprises, Inc., a California corporation ("Declarant"),

WITNESSES THAT:

WHEREAS, Declarant executed the original "Declaration
North Willow Way Horizontal Property Regime" on July 29, 1983,
(hereinafter called the "Declaration"), establishing the North
Willow Way Horizontal Property Regime, which Declaration was
duly recorded in the office of the Recorder of Marion County,
Indiana, as Instrument No. 83-54797; and

WHEREAS, Declarant amended said Declaration by instrument,
entitled "Amendment to Declaration and By-Laws of North Willow
Way Horizontal Property Regime" on August 31, 1983, which was
duly recorded in the office of the Recorder of Marion County,
Indiana, as Instrument No. 83-66210; and,

WHEREAS, Declarant further amended said Declaration by
instrument dated September 28, 1983, and recorded in the office
of the Recorder of Marion County, Indiana, as Instrument No.
83-71397; and,

WHEREAS, Declarant further amended said Declaration by
instrument dated November 28, 1983 and recorded in the office
of the Recorder of Marion County, Indiana, as Instrument No.
83-87240; and,

WHEREAS, Declarant further amended said Declaration by
instrument dated November 30, 1983 and recorded in the office
of the Recorder of Marion County, Indiana, as Instrument No.
83-90090; and,

WHEREAS, Declarant further amended said Declaration by
instrument dated December 8, 1983 and recorded in the office
of the Recorder of Marion County, Indiana, as Instrument No.
83-90091; and,

WHEREAS, Declarant further amended said Declaration by a
certain Sixth Amendment to Declaration recorded May 1, 1984,
as Instrument No. 84-33865 in the office of the Recorder of
Marion County, Indiana; and,

WHEREAS, as of the date hereof, North Willow Way Horizontal
Property Regime ("Regime") consists of the real estate described
in Exhibit A attached hereto and made a part hereof;

WHEREAS, due to a typographical error, the Percentage Interest
appertaining to each Dwelling Unit was reflected in the Sixth
Amendment to Declaration as being 1.15625 percent, when in fact
under the Formula provided in the Declaration, the correct
Percentage Interest was 1.5625 percent;

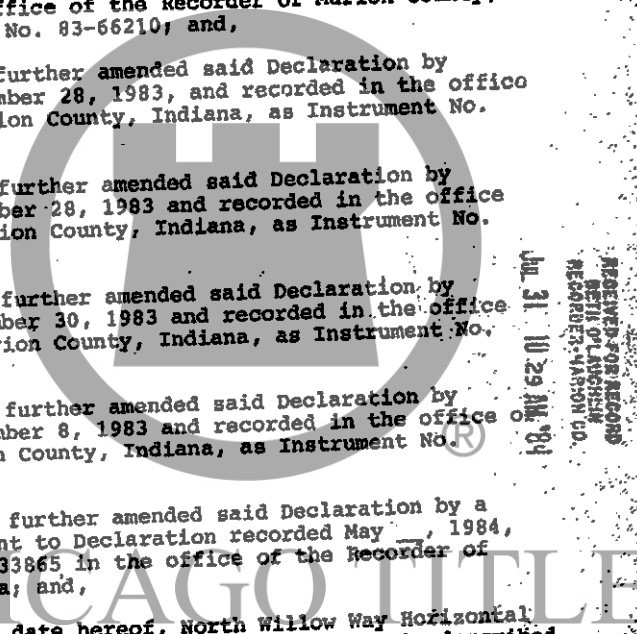
WHEREAS, Declarant desires to correct such typographical
error in said Sixth Amendment;

NOW, THEREFORE:

Declarant hereby makes this Amended Sixth Amendment to the
Declaration, and the same is hereby incorporated into the
Declaration, as follows:

FILED
JUL 31 1984
MARION COUNTY, INDIANA

RECEIVED FOR RECORD
BETH O'LEAHEN
RECORDER-TAYLOR CO.
JUL 31 10 29 AM '84



1. The recitation of the Percentage Interest in paragraph 3 in said Sixth Amendment to the Declaration is hereby corrected to read 1.5625%.

2. This Amendment to the Sixth Amendment is solely for the purpose of correcting said typographical error and, notwithstanding any contrary provision in any deeds, mortgages, or other instruments or conveyances pertaining to Dwelling Units in North Willow Way Horizontal Property Regime, the Percentage Interest appurtenant to each Dwelling Unit in the Regime as of the date of recordation hereof is 1.5625%.

IN WITNESS WHEREOF, Declarant has executed this Amended Sixth Amendment to the Declaration as of the date first above written.

R & P ENTERPRISES, INC.

By: Talbot W. Denny
Talbot W. Denny, Vice
President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Talbot W. Denny, Vice President of R & P Enterprises, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that he did so with the proper authority from the Board of Directors of said corporation, and that all corporate action necessary for the making of this instrument has been taken and done.

Witness my hand and Notarial Seal this 30th day of July, 1984.

Signature Patricia Kluempers ®

Printed PATRICIA KLUEMPERS
NOTARY PUBLIC

My Commission Expires:

Oct. 2, 1987

Resident of Hamilton County

This instrument was prepared by Scott A. Lindquist, ICE MILLER DONADIO & RYAN, One American Square, Box 82001, Indianapolis, Indiana 46282.

RECEIVED

JUL 31 1984
PIKE TOWNSHIP
ASSESSOR

81 59986

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

Beginning at the Southeast corner of the said Half Quarter Section; thence South 89 degrees 17 minutes 16 seconds West on and along the South line of said Half Quarter Section 1,253.39 feet; thence North 00 degrees 25 minutes 04 seconds East 440.02 feet; thence North 89 degrees 17 minutes 16 seconds East 882.49 feet; thence South 00 degrees 18 minutes 02 seconds West and parallel to the East line of the said Half Quarter Section 165.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the South line of the said Half Quarter Section 126.00 feet; thence South 00 degrees 18 minutes 02 seconds West and parallel to the East line of the said Half Quarter Section 135.00 feet; thence North 89 degrees 17 minutes 16 seconds East and parallel to the South line of the said Half Quarter Section 83.00 feet; thence South 00 degrees 18 minutes 02 seconds West 20.00 feet; thence North 89 degrees 17 minutes 16 seconds East 161.00 feet to the East line of said Half Quarter Section; thence South 00 degrees 18 minutes 02 seconds West and along the East line of the said Half Quarter Section 120.00 feet to the point of beginning of this description. Containing 10.424 acres, more or less, and subject to all legal highways, rights-of-way and easements of record.



CHICAGO TITLE

84 58986

EXHIBIT "A"

850028311

SEVENTH AMENDMENT TO
DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

CROSS REFERENCE

THIS SEVENTH AMENDMENT TO DECLARATION OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("Seventh Amendment"), made as of this 11th day of April, 1985, by North Willow Way Co-Owners Association, Inc. (hereinafter referred to as "Corporation"),

WITNESSES THAT:

WHEREAS, R & P Enterprises, Inc., a California corporation (hereinafter referred to as "Declarant"), executed the original Declaration of North Willow Way Co-Owners Association, Inc.; and,

WHEREAS, Declarant amended said Declaration by instrument entitled "Amendment to Declaration and By-Laws of North Willow Way Horizontal Property Regime" on August 31, 1983, which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-66210; and,

WHEREAS, Declarant further amended said Declaration by instrument dated September 28, 1983, and recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-71397; and,

WHEREAS, Declarant further amended said Declaration by instrument dated November 28, 1983, and recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-87240; and,

WHEREAS, Declarant further amended said Declaration by instrument dated November 30, 1983, and recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-90090; and,

WHEREAS, Declarant further amended said Declaration by instrument dated December 9, 1983, and recorded in the office of the Recorder of Marion County, Indiana, as Instrument No. 83-90091;

NOW, THEREFORE:

The Corporation hereby makes this Seventh Amendment to the Declaration and same is hereby incorporated into the Declaration as follows:

1. Section 3.01 of the Code by By-Laws of the Corporation has been amended to read as follows:

Qualifications. 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 Board of Managers shall be composed of five (5) persons. No person shall be eligible to serve as a manager unless he is an owner. The number of directors may be increased or decreased by a majority vote at the annual meeting or special meeting called for such purpose.

2. The Amendments to By-Laws were presented and approved at a duly constituted meeting of the members of the association as required under the By-Laws.

FILED
APR 16 1985
MARION COUNTY, INDIANA
FOR TAXATION

RECEIVED FOR RECORD
MAR 17 8 14 AM '85
MARION COUNTY, INDIANA

CHICAGO TITLE

850039134

SEVENTH AMENDMENT TO
DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

THIS SEVENTH AMENDMENT TO DECLARATION OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("Seventh Amendment" made as of this 11th day of April, 1985, by North Willow Way Co-Owners Association, Inc. (hereinafter referred to as "Corporation"),

WITNESSES THAT:

WHEREAS, R & P Enterprises, Inc., a California corporation (hereinafter referred to as "Declarant"), executed the original Declaration of North Willow Way Co-Owners Association, Inc. on July 29, 1982 which Declaration was recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 83-54797; and

RECEIVED FOR RECORD
RE THE CLAYTON
RECORDERS ASSOCIATION CO.
MAY 16 3 40 PM '85

WHEREAS, Declarant amended said Declaration by instrument entitled "Amendment to Declaration and By-Laws of North Willow Way Horizontal Property Regime" on August 31, 1983, which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-66210; and,

WHEREAS, Declarant further amended said Declaration by instrument dated September 28, 1983, and recorded it in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-71397; and,

DULY ENTERED
FOR TAXATION
MAY 16 1985 11 18 45
J. P. R. M. County

WHEREAS, Declarant further amended said Declaration by instrument dated November 28, 1983, and recorded it in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-87240; and,

WHEREAS, Declarant further amended said Declaration by instrument dated November 30, 1983, and recorded it in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-90090; and,

WHEREAS, Declarant further amended said Declaration by instrument dated December 8, 1983, and recorded it in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-90091; and,

WHEREAS, Declarant further amended said Declaration by instrument dated May 8, 1984, and recorded it in the Office of the Recorder of Marion County, Indiana, as Instrument No. 84-33865;

NOW, THEREFORE:

The Corporation hereby makes this Seventh Amendment to the Declaration and same is hereby incorporated into the Declaration as follows:

1. Section 3.01 of the Code of By-Laws of the Corporation has been amended to read as follows:

Qualifications. 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 Board of Managers shall be composed of five (5) persons. No person shall be eligible to serve as a manager unless he is an owner. The number of directors may be increased or decreased by a majority vote at the annual meeting or special meeting called for such purpose.

2. The amendments to By-Laws were presented and approved at a duly constituted meeting of the members of the association as required under the By-Laws.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment to the Declaration of North Willow Way Horizontal Property Regime to be executed this 1st day of April, 1985.

NORTH WILLOW WAY CO-OWNERS ASSOCIATION,
INC.

By Mary Poinsette, President
Mary Poinsette, President

ATTEST:

Barbara White
Barbara White, Secretary

STATE OF INDIANA)
)SS:
COUNTY OF MARION)

Before me, a Notary Public, in and for said County and State, personally appeared Mary Poinsette and Barbara White, the President and Secretary respectively of North Willow Way Co-Owners Association, Inc., who acknowledged the execution of the foregoing instrument, and who, after being duly sworn, stated that they did so with proper authority of the Board of Directors of said Corporation, and that all Corporation action necessary for the making of this instrument has been taken and done.

WITNESS my hand and Notarial Seal, this 11 day of April, 1985.

Janice M. Abbott
Printed: Janice M. Abbott

My Commission Expires: November 3, 1985
Resident County: Marion



850039131

CHICAGO TITLE

This instrument prepared by Steven C. Robinson, Attorney at Law, LOWE GRAY STEELE & HOFFMAN, One Indiana Square, Suite 3130, Indianapolis, Indiana 46204.

910132826

CROSS REFERENCE

900

**NINTH AMENDMENT TO
DECLARATION OF NORTH WILLOW WAY
HORIZONTAL PROPERTY REGIME**

THIS NINTH AMENDMENT TO DECLARATION OF NORTH WILLOW WAY HORIZONTAL PROPERTY REGIME ("NINTH AMENDMENT") made as of this 22nd day of November, 1991, by North Willow Way Co-Owners Association, Inc. (hereinafter referred to as "Corporation"),

WITNESSES THAT:

WHEREAS, R & F Enterprises, Inc., a California corporation (hereinafter referred to as Declarant), executed the original Declaration of North Willow Way Co-Owners Association, Inc. on July 29, 1983 which Declaration was recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 83-54797; and

WHEREAS, Declarant amended said Declaration by instrument entitled "Amendment to Declaration and By-Laws of North Willow Way Horizontal Property Regime" on August 31, 1983, which was duly recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-66210; and,

WHEREAS, Declarant further amended said Declaration by instrument dated September 28, 1983, and recorded it in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-71397; and,

WHEREAS, Declarant further amended said Declaration by Instrument dated November 28, 1983, and recorded it in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-87240; and,

WHEREAS, Declarant further amended said Declaration by Instrument dated November 30, 1983, and recorded it in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-90090; and,

WHEREAS, Declarant further amended said Declaration by Instrument dated December 8, 1983, and recorded it in the Office of the Recorder of Marion County, Indiana, as Instrument No. 83-90091; and,

WHEREAS, Declarant further amended said Declaration by Instrument dated May 8, 1984, and recorded it in the Office of the Recorder of Marion County, Indiana as Instrument No. 84-33865; and,

WHEREAS, Corporation further amended said Declaration by Instrument dated April 11, 1985, and recorded it in the Office of the Recorder of Marion County, Indiana as Instrument No. 85-39134 on May 16, 1985;

NOW THEREFORE:

The Corporation hereby makes this Ninth Amendment to the Declaration and same is hereby incorporated into the Declaration as follows:



1. Article VI, Section 6.01, Paragraph E; of the Code of By-Laws of the Corporation has been amended to read as follows:

Section 6.01 RESTRICTIONS ON USE. Any violation to the Rules and Regulation may subject the owner to an assessment of a fine, or the Board of Managers may request the work to be done at owners expense.

2. The Amendments to By-Laws were presented and approved at a duly constituted meeting of the members of the Association as required under the By-Laws.

IN WITNESS WHEREOF, the undersigned has caused this Ninth Amendment to the Declaration of North Willow Way Horizontal Property Regime to be executed this 6th day of December, 1991.

NORTH WILLOW WAY CO-OWNERS ASSOCIATION, INC.

By: Richard L Robertson

Printed: Richard Robertson

Title: President

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Richard Robertson, the President of North Willow Way Co-Owners Association, Inc., who acknowledged the execution of the foregoing instrument, and who after being duly sworn, stated that the above-named individual did so with proper authority of the Board of Directors of said Corporation, and that all corporation action necessary for the making of this instrument has been taken and done.

WITNESS my hand and Notarial Seal this 6th day of December, 1991.

Janis L Lee
NOTARY PUBLIC

Printed JANIS L LEE

My Commission Expires: 6-17-95

My County of Residence: Marion

This Instrument Prepared By: Jacque L. Shuppert, Ardsley Management Company, 3302 East 56th Street, Indianapolis, Indiana 46220

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