

11950

82 42714

**FILED**

(78) AUG 5 1982

ADD: 034775

*Henry E. Pauline*  
MARION COUNTY

DECLARATION OF HORIZONTAL  
PROPERTY OWNERSHIP

FOR

OLDE MILL  
HORIZONTAL PROPERTY REGIME

RECEIVED FOR RECORD  
LUCILLE CAMP  
RECORDER-MARION CO.  
AUG 6 11 48 AM 1982

82 42714

DECLARATION OF HORIZONTAL  
PROPERTY OWNERSHIP

FOR

OLDE MILL  
HORIZONTAL PROPERTY REGIME

TABLE OF CONTENTS

<u>Paragaraph</u>	<u>Page</u>
Preliminary Recitals	1
1. Definitions	2
2. Declaration	5
3. Description of Buildings	5
4. Legal Description and Percentage Interest	5
5. Description of Condominium Units	5
6. Common Area and Facilities	6
7. Limited Areas and Facilities	7
8. Ownership of Common Areas and Percentage Interest	8
9. Encroachments, Easements for Common Areas and Ingress and Egress Easement	8
10. Real Estate Taxes	9
11. Utilities	9
12. Association of Owners	9
13. Maintenance, Repairs and Replacements	10
14. Alterations, Additions and Improvements	11
15. Insurance	11
16. Casualty and Restoration	16
17. Covenants and Restrictions	20
18. Lease of Condominium Unit by Owner	21
19. Amendment of Declaration	23
20. Acceptance and Ratification	27
21. Negligence	27
22. Expandable Condominium and Declarant's Reserved Rights	27
23. Granting of Easements	33
24. Reservation of Rights to the Use of the Common Areas	33
25. Initial Management	34
26. Costs and Attorneys' Fees	35
27. Waiver	35
28. Severability Clause	35

DECLARATION OF HORIZONTAL  
PROPERTY OWNERSHIP

FOR  
OLDE MILL  
HORIZONTAL PROPERTY REGIME

TABLE OF CONTENTS  
(CONT'D)

<u>Paragaraph</u>	<u>Page</u>
29. Pronouns	36
30. Floor Plans	36

Exhibit "A"	Legal Description of the Tract
Exhibit "B"	Description of Buildings and Condominium Units
Exhibit "C"	Description of Percentage Interests of Condominium Units

DECLARATION OF HORIZONTAL  
PROPERTY OWNERSHIP

Olde Mill  
Horizontal Property Regime

This Declaration, made this 4<sup>th</sup> day of August,  
1982, by OLDE MILL, INC., an Indiana corporation (the  
"Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

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

A part of the Northwest Quarter of Section 23, Township 17 North, Range 3 East, of the Second Principal Meridian and more definitely defined and described as follows, TOWIT:

Beginning at a brass plug on the Northwest corner of Section 23, thence North 88 degrees 43 minutes 20 seconds East along the North line of said section 1345.08 feet to a P.K. nail on the centerline of Illinois Street, thence South 00 degrees 13 minutes 17 seconds East along the centerline of Illinois Street 1339.85 feet to a P.K. nail, thence South 89 degrees 29 minutes 20 seconds West along the North line of Illinois Highland Woods Sub-Division, Kenwood Forest Sub-Division and Richard Kagan's Sub-Division 675.24 feet to an iron pin, thence North 00 degrees 08 minutes 39 seconds East along the East line of Springmill Court Sub-Division 668.09 feet to a concrete monument, thence South 89 degrees 19 minutes 20 seconds West along the North line of Springmill Court Sub-Division 670.46 feet to a P.K. nail on the West line of Section 23 (said point also being the centerline of Springmill Road), thence North (assumed) along the centerline of Springmill Road 655.78 feet to the point or place of beginning.

hereinafter referred to as the "Real Estate".

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

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

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

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

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

(b) Olde Mill means the name by which the Property and Horizontal Property Regime shall be known.

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

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

(e) "Condominium Unit" means each one of the living units constituting Olde Mill, each individual living unit being

more particularly described and identified on the Plans and in paragraphs 4 and 5 of this Declaration, and each additional living unit which may be submitted and subjected to the Act and this Declaration by supplemental declarations as herein provided. "Condominium Unit" includes the undivided interest in the Common Areas and Limited Areas appertaining to such unit.

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

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

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

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

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

(k) "Limited Areas" means the limited common areas and facilities as defined in paragraph 7 of this Declaration.

(l) "Common Expenses" means expenses of administration

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

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

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

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

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

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

(r) "Plans" means the floor and building plans and elevations of the Buildings and Condominium Units prepared by Browning Day Pollak Mullins Dierdorf, Inc., certified by Richard Pollak, a licensed professional architect, under date of July 29, 1982, and a site plan of the Tract and Buildings prepared by Mid-States Engineering, Inc., certified by Sol C. Miller, a licensed professional engineer, under date of July 28, 1982, all of which are incorporated herein by reference.

(s) "Declarant" shall mean and refer to Olde Mill, Inc., an Indiana corporation, and any successors and assigns of it whom it designates in one or more written recorded instruments

to have the rights of Declarant hereunder, including, but not limited to, any mortgagee acquiring title to any portion of the Property pursuant to the exercise of rights under, or foreclosure of, a mortgage executed by Declarant.

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

3. Description of Buildings. There are two (2) Buildings containing twelve (12) Condominium Units on the Tract as of the date hereof, as shown on the Plans. A description of the Buildings and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference.

4. Legal Description and Percentage Interest. Each Condominium Unit is identified on the plans by a two or three digit arabic number. The legal description for each Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime". The Percentage Interest of each Owner in the Common Areas and Limited Areas as hereinafter defined shall be that percentage interest included in each Condominium Unit as set forth on Exhibit "C" attached hereto and hereby made a part hereof.

5. Description of Condominium Units.

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



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

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

6. Common Area and Facilities. "Common Areas" means (1) the Tract, excluding the Condominium Units, (2) the foundations, columns, girders, beams, supports and exterior surfaces of roofs of the Buildings, (3) the yards, gardens;

sidewalks and parking areas, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Areas, (4) central electricity, gas, water, air conditioning and sanitary sewer mains serving the Buildings, if any, (5) exterior lighting fixtures and electrical service lighting the exterior of the buildings unless separately metered to a particular Condominium Unit, (6) pipes, ducts, electrical wiring and conduits and public utilities lines which serve more than one Condominium Unit, (7) all streets that are not dedicated, (8) floors, roofs and exterior perimeter walls of the Buildings, except to the extent the same are otherwise classified and defined herein as part of the Condominium Unit or Limited Areas, and (9) all facilities and appurtenances located outside of the boundary lines of the Condominium Units, except those areas and facilities expressly classified and defined herein as Limited Areas or as part of the Condominium Unit.

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

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

(b) Patios and porches, together with an area, if any, around such patio or porch specifically shown and designated on the Plans and any fences and gates therein enclosing or surrounding the same, and the driveways and sidewalks serving a particular Condominium Unit shall be limited to the exclusive use of the Condominium Unit to which they are attached or appertain; provided, however, that any Owner of a Condominium Unit desiring to fence in such area around his patio or porch so designated on the Plans shall first obtain the written approval as to the location, size, style, material, design, color and architecture of said fence from the Board of Managers and provided further that the Owner to whose Condominium Unit said fence is or is to be attached shall construct and maintain the fence and any gates therein and maintain

the area enclosed by the fence all at his own expense.

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

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

8. Ownership of Common Areas and Percentage Interest.

Each Owner shall have an undivided interest in the Common Areas and Limited Areas, as tenants in common with all other Owners, equal to his Condominium Unit's Percentage Interest. The Percentage Interest in the Common Areas and Limited Areas appertaining to each Condominium Unit is set forth in Paragraph 4 of this Declaration. The Percentage Interest of each Condominium Unit shall be equal for all purposes and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units which, from time to time, have been submitted and subjected to the Act and this Declaration as herein provided and which constitute a part of Olde Mill. Except as otherwise provided or permitted herein, the Percentage Interest appertaining to each separate Condominium Unit in the Common Areas and Limited Areas shall be of a permanent nature and shall not be altered without the unanimous consent of all the Owners and then only if in compliance with all requirements of the Act.

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

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

Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities located in any of the other Condominium Units and serving his Condominium Unit. Each Owner shall have an easement over the Common Areas for the purposes of ingress to and egress from his Condominium Unit, and such easement shall be perpetual and appurtenant to the Condominium Unit.

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

11. Utilities. Each Owner shall pay for his own utilities which are separately metered. Utilities which are not separately metered shall be treated as and paid as part of the Common Expenses, unless otherwise agreed by a majority of the Percentage Vote of Co-Owners.

12. Association of Owners. Subject to the rights of Declarant reserved in paragraph 25 hereof, the maintenance, repair, upkeep, replacement, administration, management and operation of the Property shall be by Olde Mill Homeowners Association, Inc. (the "Association"), a corporation organized as a not-for-profit corporation under the laws of the State of Indiana. Each Owner of a Condominium Unit shall, automatically upon becoming an owner of a Condominium Unit, be and become a member of the Association and shall remain a member until such time as his ownership ceases, but membership shall terminate when such person ceases to be an Owner, and will be transferred to the new Owner.

The Association shall elect a Board of Managers annually (except for an Initial Board of Managers defined in the By-Laws) in accordance with and as prescribed by the By-Laws. Each Owner shall be entitled to cast his Percentage Vote for the election of the Board of Managers, except for such Initial Board of Managers who shall serve for the period provided in the By-Laws. Each person serving on the Initial Board of Managers, whether as an original member thereof or as a member thereof appointed by Declarant to fill a vacancy, shall be deemed a member of the

member of the Association and an Owner solely for the purpose of qualifying to act as a member of the Board of Managers and for no other purpose. No such person serving on the Initial Board of Managers shall be deemed or considered a member of the Association nor an Owner of a Condominium Unit for any other purpose (unless he is actually an Owner of a Condominium Unit and thereby a member of the Association).

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

The Association and any aggrieved Condominium Unit Owner shall have a right of action against any Condominium Unit Owner or Owners for failure to comply with the provisions of the Declaration, By-Laws or decisions of the Association which are made pursuant to authority granted the Association in such documents. Condominium Unit Owners shall have a similar right of action against the Association.

13. Use of Common Areas and Maintenance, Repairs and Replacements. The Board of Managers shall adopt rules and regulations concerning maintenance, repairs, use and enjoyment of the Common Areas and Limited Areas as it deems appropriate, and may amend and modify the same from time to time as it deems advisable, necessary or appropriate. The lakes located on the real estate shall not be used for boating, bathing, swimming, fishing or any other use except the visual enjoyment of Owners and their guests.

Each Owner shall, at his expense, be responsible for the maintenance, repairs, decoration and replacement within his own Condominium Unit and Limited Areas reserved for his use, as is provided in the By-Laws. Each Owner shall repair any defect occurring in his Condominium Unit which, if not repaired, might

adversely affect any Condominium Unit, Common Area or Limited Area. Maintenance, repairs, replacement and upkeep of the Common Areas and Limited Areas shall be furnished by the Association as part of the Common Expenses, except as otherwise provided herein or in the By-Laws.

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

14. Alterations, Additions and Improvements. No Owner shall make any alterations or additions to or which would affect the Common Areas or Limited Areas without the prior written approval of the Board of Managers, nor shall any Owner make any alteration in or to his respective Condominium Unit and within the boundaries thereof which would affect the safety or structural integrity of the Building in which the Condominium Unit is located. Declarant reserves the right to change the interior design and arrangement of all Condominium Units and alter the boundaries between Condominium Units so long as Declarant owns the Condominium Units so altered. No such change shall increase the number of Condominium Units nor change the Percentage Interest applicable to such Condominium Unit. If Declarant shall make any changes in the Condominium Units so authorized, such changes shall be reflected by a supplement to the Plans and such supplement to the Plans need not be approved by the Association or any other Owners.

15. Insurance. The Co-owners, through the Association,

shall purchase a master casualty insurance policy issued in the name of the Association for the use and benefit of the Owners affording fire and extended coverage insurance insuring the Property in an amount consonant with the full replacement value of the improvements which, in whole or in part, comprise the Common Areas and Limited Areas and facilities. Certificates of insurance shall be issued to each Condominium Unit Owner and each Mortgagee upon request and no such policy shall be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to each Mortgagee listed as a Mortgagee in the policies. If the Board of Managers can obtain such coverage for reasonable amounts they shall also obtain "all risk" coverage. The Board of Managers shall be responsible for reviewing at least annually the amount and type of such insurance and shall purchase such additional insurance as is necessary to provide the insurance required above. If deemed advisable by the Board of Managers, the Board of Managers may cause such full replacement value to be determined by a qualified appraiser. The cost of any such appraisal shall be a Common Expense. Such insurance coverage shall be for the benefit of each Owner, and, if applicable, the Mortgagee of each Owner upon the following terms and conditions:

All proceeds payable as a result of casualty losses sustained which are covered by insurance purchased by the Association as hereinabove set forth shall be paid to it or to the Board of Managers, who shall act as the insurance trustees and hold such proceeds for the benefit of the insured parties. In the event that the Board of Managers has not posted surety bonds for the faithful performance of their duties as such managers or if such bonds do not exceed the funds

which will come into its hands; and there is a damage to a part or all of the Property resulting in a loss, the Board of Managers shall obtain and post a bond for the faithful performance of its duties as insurance trustee in an amount to be determined by a majority of the Owners but not to exceed 125% of the loss, before the Board of Managers shall be entitled to receive the proceeds of the insurance payable as a result of such loss. The sole duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Owners and their respective Mortgagees. The proceeds shall be used or disbursed by the Association or Board of Managers, as appropriate, only in accordance with the provisions of this Declaration.

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

Such master casualty insurance policy, and "all risk" coverage if obtained, shall (to the extent the same are obtainable) contain provisions that the insurer (a) waives its right to subrogation as to any claim against the Association, the Board of Managers, its agents and employees, Owners, their respective agents and guests, and (b) waives any defense based on the invalidity arising from the acts of the insured, and providing further, if the Board of Managers is able to obtain such insurance upon reasonable terms, (i) that the insurer shall not be entitled to contribution against casualty insurance which may be purchased by individual Owners as hereinafter permitted, and (ii) that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to paragraph 16 of this Declaration.

The Co-owners, through the Association, shall also purchase a master comprehensive public liability insurance policy in such amount or amounts as the Board of Managers

82 42714



shall deem appropriate from time to time; however, such coverage shall be for at least One Million Dollars (\$1,000,000.00) for bodily injury, including deaths of persons, and property damage arising out of a single occurrence. Such comprehensive public liability insurance policy shall cover the Association, the Board of Managers, any committee or organ of the Association or Board of Managers, any managing agent appointed or employed by the Association, all persons acting or who may come to act as agents or employees of any of the foregoing with respect to Olde Mill, all Owners of Condominium Units and all other persons entitled to occupy any Condominium Unit or other portions of Olde Mill. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Areas, and, if available at a reasonable premium, legal liability arising out of lawsuits related to employment contracts of the Association. Such policy shall also provide that it may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any Condominium Unit in the property which is listed as a scheduled holder of a first mortgage in the insurance policy.

The Co-owners, through the Association, shall also obtain any other insurance required by law to be maintained, including but not limited to workmen's compensation insurance, and such other insurance as the Board of Managers shall from time to time deem necessary, advisable or appropriate, including but not limited to, liability insurance on vehicles owned by the Association and officers' and directors' liability policies. Such insurance coverage shall also provide for and cover cross liability claims of one insured party against another insured party. Such insurance shall inure to the benefit of each Owner, the

Association, the Board of Managers and any managing agent acting on behalf of the Association. Each Owner shall be deemed to have delegated to the Board of Managers his right to adjust with the insurance companies all losses under policies purchased by the Board of Managers.

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

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

Each Owner shall be solely responsible for and may obtain such additional insurance as he deems necessary or desirable at his own expense affording coverage upon his personal property, the contents of his Condominium Unit (including, but not limited to, all floor, ceiling and wall coverings and fixtures, betterments and improvements installed by him) and his personal property stored elsewhere on the Property, and for his personal liability, but all such insurance shall contain the same provisions for waiver of subrogation as referred to in the foregoing provisions of the master casualty insurance policy to be obtained by the Association. Each Owner may obtain casualty insurance at his own expense upon his Condominium Unit but such insurance shall provide that it shall be without contribution as against the casualty insurance purchased by the Association. If a casualty loss is sustained and there is a reduction in the amount of the proceeds which would otherwise be payable on the insurance purchased by the Association pursuant to this paragraph due to

82 42714

proration of insurance purchased by an Owner under this the Owner agrees to assign the proceeds of this latter insurance, to the extent of the amount of such reduction, to the Association to be distributed as herein provided. Notwithstanding any of the foregoing provisions and requirements relating to property or liability insurance, there may be named as an insured, on behalf of the Association, an authorized representative, including any trustee with whom such Association may enter into an insurance trust agreement or any successor to such trustee who shall have exclusive authority to negotiate losses under any policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose. Each Condominium Unit Owner appoints the Association or any trustee or substitute trustee designated by the Association as attorney-in-fact for the purpose of purchasing and maintaining such insurance, and for the following additional purpose: the collection and appropriate disposition of the proceeds thereof; the negotiation of losses and execution of releases of liability; the execution of all documents; and the performance of all other acts necessary to accomplish such purposes.

16. Casualty and Restoration.

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

within ninety (90) days after any fire or any other casualty or disaster damaging or destroying any of the Buildings for the purpose of making the determination of whether or not there has been a complete destruction of all of the Buildings. If such a special meeting is not called and held within such ninety (90) day period, or if the determination of whether or not there has been a complete destruction of all the Buildings has not been made within such ninety (90) day period, then it shall be conclusively presumed that the Co-owners determined that there was not a complete destruction of all of the Buildings, and the Association shall proceed with repair and reconstruction as herein provided.

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

(c) For purposes of subparagraph (a) and (b) above, repair, reconstruction and restoration shall mean construction or rebuilding of the Condominium Units to as near as possible the same condition as they existed immediately prior to the damage or destruction and with the same type of architecture.

(d) If, under subparagraph (a) above, it is determined by the Co-owners at the special meeting of the Association referred to therein that there has been a complete destruction of all of the Buildings, the Co-owners shall, at said same special meeting, vote to determine whether or not such complete destruction of the Buildings shall be repaired and reconstructed,

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

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

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

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

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

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

the undivided interest in the Property owned by each Condominium Unit Owner.

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

(g) The proceeds of insurance collected on account of any such casualty, and the sums received by the Board of Managers from collections of assessments against Owners on account of such casualty, shall constitute a construction fund which shall be disbursed, if the Building or Buildings are to be reconstructed and repaired, in payment of the costs of reconstruction and repair in the following manner:

(i) If the amount of the estimated cost of reconstruction and repair is less than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon order of the Board of Managers; provided, however, that upon request of a Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereinafter provided in the following paragraph (ii).

(ii) If the estimated cost of reconstruction and repair of the Building or other improvement is more than Five Thousand Dollars (\$5,000.00), then the construction fund shall be disbursed in payment of such costs upon approval of an architect qualified to practice in Indiana and employed by the Board of Managers to supervise such work, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief description of the services and materials furnished by various contractors, subcontractors, materialmen, the architect, or other persons who have rendered services or furnished materials in connection with the work, (1) that the sums requested by them in payment are justly due and owing and that said sums do not exceed the

value of the services and materials furnished; (2) that there is no other outstanding indebtedness known to the said architect for the services and materials described; and (3) that the costs as estimated by said architect for the work remaining to be done subsequent to the date of such certificate, does not exceed the amount of the construction fund remaining after payment of the sum so requested.

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

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

17. Covenants and Restrictions. The covenants and restrictions applicable to the use and enjoyment of the Condominium Units and the Common Areas and Limited Areas are set forth in the By-Laws, including the limitation that each of the Condominium Units shall be limited to residential use. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by any Owner, or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions.

82 42714

and shall be entitled to damages for any injuries resulting from any violations thereof, but there shall be no right of reversion or forfeiture of title resulting from such violation.

Notwithstanding anything to the contrary contained herein or in the By-Laws, including but not limited to any covenants and restrictions set forth in the By-Laws, Declarant shall have, until the date described in Paragraph 22 hereof as the date upon which Declarant's right to expand the Property and Olde Mill terminates, the right to use and maintain any Condominium Units owned by Declarant, such other portions of the Property (other than individual Condominium Units owned by persons other than Declarant) and any portions of the Real Estate not then part of the Property, all of such number and size and at such locations as Declarant in its sole discretion may determine, as Declarant may deem advisable or necessary in its sole discretion to aid in the construction and sale of Condominium Units or for the conducting of any business or activity attendant thereto, including, but not limited to, model Condominium Units, storage areas, construction yards, signs, construction offices, sales offices, management offices and business offices. Declarant shall have the right to relocate any or all of the same from time to time as it desires. At no time shall any such facilities so used or maintained by Declarant be or become part of the Common Areas, unless so designated by Declarant, and Declarant shall have the right to remove the same from the Property at any time.

18. Sale, Lease or Other Transfer of Condominium Unit by Owner. For the purpose of maintaining the congenial and residential character of Olde Mill, and for the protection of the Owners with regard to insuring having financially responsible residents, the lease of any Condominium Unit by any Owner other than Declarant shall be subject to the following conditions and restrictions:

(a) Lease. It is in the best interest of all the Owners that those persons residing in Olde Mill have similar proprietary interests in their Condominium Units and be Owners.



Accordingly, no Owner shall lease his Condominium Unit or enter into any other rental or letting arrangement for his Condominium Unit without the prior written consent of the Board of Managers which consent may be conditioned on the number of persons to be living in such Condominium Unit. Such consent shall not be unreasonably withheld. No lease for a term of less than six (6) months or longer than one year, however, shall be approved. Any Owner desiring to enter into a lease or other rental arrangement of his condominium Unit shall make written application to the Board of Managers which application shall state the reasons why the applicant wishes to lease the Condominium Unit, the name of the proposed tenant and family or other persons to reside within the Condominium unit, and financial references of the proposed tenant, and such Owner desiring to lease or rent his Condominium Unit shall arrange an appointment for the prospective tenant, family or other persons to reside within the Condominium Unit to be personally interviewed by the Board of Managers. Within five (5) days following the interview, the Board of Managers shall issue its written approval or disapproval to the Owner. In the event the Board of Managers fails to issue written approval or disapproval within such period, the application shall for all purposes be deemed approved. No Condominium Unit shall be subleased or a change or addition to any existing tenancy be made without the written approval of the Board of Managers.

(b) Sale. The Association shall have no right of first refusal to purchase any Condominium Unit which an Owner wishes to sell and an Owner may sell his Condominium Unit free of any such restriction.

(c) Miscellaneous. The above provisions with respect to the Association's right to approve a lease of a Condominium Unit shall remain in full force and effect only until the Property is removed from the provisions of the Act. Any lease or attempted lease by an Owner of his Condominium Unit, except in accordance with the provisions of this paragraph 18 shall be void.

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

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

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

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

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

(e) Special Amendments. No amendment to this Declaration shall be adopted which changes (1) the Percentage Interest with respect to any Condominium Unit or the applicable share of an Owner's liability for the Common Expenses, without the approval of one hundred percent (100%) of the Co-owners, except for changes pursuant to paragraph 22 herein, or (2) the provisions of paragraph 16 of this Declaration with respect to reconstruction or repair in the event of fire or any other casualty or disaster, without the unanimous approval of all Mortgagees whose mortgage interests have been made known to the Board of Managers in accordance with the provisions of the By-Laws.

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

(g) Amendments by Declarant Only. Notwithstanding the foregoing or anything elsewhere contained herein, the Declarant shall have the right acting alone and without the consent or approval of the Co-owners, the Association, the Board of Managers, any Mortgagees or any other person to amend or supplement this Declaration, the By-Laws or other documents from time to time if (i) such amendment or supplement is necessary to conform this Declaration to the Act, as amended from time to time, or (ii) such amendment or supplement is made to implement expansion of the Property and Olde Mill pursuant to Declarant's reserved rights to so expand the same as set forth in paragraph 22 hereof, or (iii) such amendment or supplement is made to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Veterans Administration or any other governmental agency or any other public, quasi public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (iv) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages, or (v) if such amendment or supplement is made to correct clerical or typographical errors. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to any amendments described in this Paragraph 19 on behalf of each

Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, or other instrument affecting a Condominium Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power to the Declarant to vote in favor of, make, execute and record any such amendments. But the right of the Declarant to act pursuant to rights reserved or granted under this Paragraph 19 shall terminate at such time as the Declarant no longer holds or controls title to any part or portion of the Real Estate."

(h) Additional Restrictions on Amendments.

(1) The consent of Owners of Condominium Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of the eligible holders of first mortgages on Condominium Units to which at least sixty-seven percent (67%) of the votes of Condominium Units subject to a mortgage appertain shall be required to terminate the condominium regime.

(2) The consent of Owners of Condominium Units to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of eligible holders of first mortgages on Condominium Units to which at least fifty-one percent (51%) of the votes of units subject to a mortgage appertain shall be required to materially amend any provisions of the Declaration, By-Laws or equivalent documents of the condominium or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

(i) voting; (ii) assessments, assessment liens or subordination of such liens; (iii) reserves for maintenance, repair and replacement of the Common Areas; (iv) insurance or fidelity bonds; (v) rights to use of the Common Areas; (vi) responsibility for maintenance

and repair of the several portions of the Property; (vii) expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the regime except as provided for in Paragraph 22 below; (viii) boundaries of any Condominium Unit; (ix) the interest in the Common Areas or Limited Areas; (x) convertability of Condominium units into Common Areas or Common Areas into Condominium Units; (xi) leasing of Condominium Units; (xii) imposition of any right of first refusal or similar restriction on the right of a Condominium Unit Owner to sell, transfer, or otherwise convey his or her Condominium Unit.

(3) The consent of Owners of Condominium Units to which at least sixty-seven percent of the votes in the Association are allocated and the approval of eligible holders of first mortgages on Condominium Units to which at least fifty-one percent (51%) of the votes of Condominium Units subject to a mortgage appertain shall be required to amend any provisions included in the Declaration, By-Laws or equivalent documents of the condominium which are for the express benefit of eligible holders of first mortgages on Condominium Units.

(4) As used in this Paragraph, the term "eligible holder" shall mean a holder, insurer or guarantor of a first mortgage on a Condominium Unit who has requested notice in accordance with the provisions of Section 8.03(a) of the By-Laws.

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

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

22. Expandable Condominium and Declarant's Reserved Rights. Olde Mill is and shall be an "expandable condominium", as defined in the Act, and Declarant expressly reserves the

right and option to expand the Property and Olde Mill in accordance with the provisions of the Act and the following provisions:

(a) The real estate described and defined herein as the Tract (in paragraph B of the introductory recitals of this Declaration) is the real estate being subjected to the Olde Mill horizontal property regime by this Declaration and constitutes the first phase of the general plan of development of the Real Estate. The balance of the Real Estate is the area into which expansion of Olde Mill may be made by Declarant. The maximum number of Condominium Units which may be developed on the Real Estate, including Condominium Units on the Tract as defined in this original Declaration, shall be one hundred one (101). Subject to said limit as to the maximum number of Condominium Units to be developed on the Real Estate, Olde Mill may be expanded by Declarant to include additional portions of the Real Estate in one (1) or more additional phases by the execution and recording of one (1) or more amendments or supplements to this Declaration; provided, however, that no single exercise of such right and option of expansion as to any part or parts of the Real Estate shall preclude Declarant from thereafter from time to time further expanding Olde Mill to include other portions of the Real Estate, and such right and option of expansion may be exercised by Declarant from time to time as to all or any portions of the Real Estate so long as such expansion is done on or before December 31, 1987. Such expansion is entirely at the discretion of Declarant and nothing contained in this original Declaration or otherwise shall require Declarant to expand Olde Mill beyond the Tract (as defined and described in paragraph B of the introductory recitals of this Declaration) or any other portions of the Real Estate which Declarant may voluntarily and in its sole discretion from time to time subject to this Declaration by amendments or supplements to this Declaration as provided above. In the event Declarant does expand Olde Mill beyond the Tract, however, all future improvements will be consistent with initial improvements in terms of quality of construction.

(b) The Percentage Interest which will appertain to each Condominium Unit in Olde Mill as Olde Mill may be

expanded from time to time by Declarant in accordance with the terms hereof (including the Percentage Interest which appertains to each of the Condominium Units included in this original Declaration) shall be equal and shall be a percentage equal to the number one (1) divided by the total number of Condominium Units which, from time to time, have been subjected and submitted to this Declaration and then constitute a part of Olde Mill.

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

(d) When the amendment or supplement to the Declaration incorporating the addition of Condominium Units or expansion of Common Areas, or both, is recorded, all liens including, but not limited to, mortgage liens shall be released as to the Percentage Interests in the Common Areas described in the Declaration and shall attach to the reallocated Percentage Interests in the Common Areas as though the liens had attached to those Percentage Interests on the date of the recordation of the mortgage or other lien. The Percentage Interest appertaining to additional Condominium Units being added by the amendment or supplement to the Declaration are subject to mortgage and liens upon the recordation of the amendment or supplement to the Declaration.

In furtherance of the foregoing, a power coupled with an interest is hereby granted to the Declarant, as attorney-in-fact, to shift the Percentage Interest in the Common Areas appurtenant to each Condominium Unit to the percentages set



forth in each such amendment or supplement to this Declaration recorded pursuant to this paragraph 22. Each deed, mortgage or other instrument with respect to a Condominium Unit and the acceptance thereof shall be deemed a grant and acknowledgment of and consent to such power to said attorney-in-fact and shall be deemed to reserve to said attorney-in-fact the power to shift and reallocate from time to time the percentages of ownership in the Common Areas appurtenant to each Condominium Unit to the percentages set forth in each such recorded amendment or supplement to this Declaration.

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

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

(ii) The Percentage Interest in the Common Areas appurtenant to each Condominium Unit shall automatically be shifted and reallocated to the extent set forth in each such recorded amendment or supplement to this Declaration and upon the recording of each such amendment or supplement to this Declaration, shall thereby be and be deemed to be released and divested from such Owner and reconveyed and reallocated among the other Owners as set forth in each such recorded amendment or supplement to this Declaration.

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

owning an interest in the other Condominium Units in accordance with the terms and percentages of each such recorded amendment or supplement to this Declaration.

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

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

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

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

(viii) Each Owner, by acceptance of the deed conveying his Condominium Unit, agrees for himself and all those claiming under him, including mortgagees, that this Declaration and each

amendment or supplement to this Declaration are and shall be deemed to be in accordance with the Act and for purposes of this Declaration and the Act, any changes in the respective Percentage Interest in the Common Areas as set forth in each such amendment or supplement to this Declaration shall be deemed to be made by agreement of all Owners:

(ix) Each Owner agrees to execute and deliver such documents necessary or desirable to cause the provisions of this paragraph 22 to comply with the Act as it may be amended from time to time.

(e) The Declarant's power to expand Olde Mill shall be further subject to the following conditions:

(1) No additional Real Estate may be added to the existing Tract without the prior written consent of the Department of Housing and Urban Development or the Veterans Administration if such agencies hold, insure or guarantee any mortgage on an existing Condominium Unit at the time such Real Estate is to be added.

(2) All improvements on the Real Estate to be added to Olde Mill shall be substantially completed before such Real Estate is added to the Tract.

(3) No lien arising in connection with the Declarant's ownership of, and the construction of improvements upon, the Real Estate to be added to the Property shall adversely affect the rights of existing Condominium Unit Owners or the priority of first mortgages on Condominium Units in the existing Property. All taxes and other assessments relating to such additional Real Estate, covering any period prior to the addition of the Real Estate to the Property, must be paid or otherwise satisfactorily provided for by Declarant.

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

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

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

the Association at the same time as the Owners of the Condominium Units pay their assessments to the Association.

(b) Declarant shall have, and hereby reserves, an easement over, across, upon, along, in, through and under the Common Areas and, to the extent necessary, the Limited Areas, for the purposes of installing, maintaining, repairing, replacing, relocating and otherwise servicing utility equipment, facilities and installations to serve the Property and any portions of the Real Estate which are not part of the Property, to provide access to and ingress and egress to and from the Property and to any such portions of the Real Estate which are not part of the Property, to make improvements to and within the Property and any such portions of the Real Estate which are not part of the Property, and to provide for the rendering of public and quasi-public services to the Property and such portions of the Real Estate which are not part of the Property. The foregoing easement shall be a transferable easement and Declarant may at any time and from time to time grant similar easements, rights or privileges to other persons and parties for the same purposes. By way of example, but not in limitation of the generality of the foregoing, Declarant, and others to whom Declarant may grant such similar easements, rights or privileges, may so use the Common Areas and, to the extent necessary, the Limited Areas, to supply utility services to the Property and any portions of the Real Estate which are not part of the Property and to permit public and quasi-public vehicles, including but not limited to police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, and their personnel to enter upon and use the streets, the Common Areas and, to the extent necessary, the Limited Areas of Olde Mill in the performance of their duties.

25. Initial Management. As set forth in the By-Laws, the Initial Board of Managers consists and will consist of persons selected by Declarant. The Board of Managers has entered or will hereafter enter, into a management agreement with Declarant (or a corporation or other entity affiliated with Declarant) for a

82 42711

term which will expire not later than June 15, 1985 unless extended by agreement of the parties, under which Declarant (or such affiliate of Declarant, as appropriate) will provide supervision, fiscal and general management and maintenance of the Common Areas and, to the extent the same is not otherwise the responsibility of Owners of individual Condominium Units, the Limited Areas, and, in general, perform all of the duties and obligations of the Association. Such management agreement is or will be subject to termination by Declarant (or its affiliate, as appropriate) at any time prior to the expiration of its term, in which event the Association shall thereupon and thereafter resume performance of all of its duties and obligations and functions. Notwithstanding anything to the contrary contained herein, so long as such management agreement remains in effect, Declarant (or its affiliate, as appropriate) shall have, and Declarant hereby reserves to itself (or to its affiliate, as appropriate), the exclusive right to manage the Property and to perform all the functions of the Association.

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


27. Waiver. No Owner may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use or enjoyment of any of the Common Areas or Limited Areas or by Abandonment of his Condominium Unit.


28. Severability Clause. The invalidity of any covenant, restriction, condition, limitation or other 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.

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

30. Floor Plans. The Plans setting forth the layout, location, identification numbers, and dimensions of the Condominium Units and the Property are incorporated into this Declaration by reference, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan file \_\_\_\_\_, as of August 6, 1982, as Instrument Number 82-42713.

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

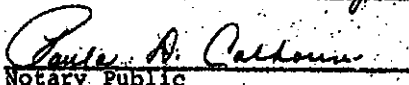
ATTEST:  
  
Sidney Mishkin  
Assistant Secretary

OLDE MILL, INC.  
By   
Robert A. Borns, President

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Borns and Sidney Mishkin, the President and Assistant Secretary, respectively, of OLDE MILL, INC., an Indiana corporation, who acknowledged the execution of the above and foregoing Declaration of Horizontal Property Ownership for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 4th day of August, 1982.

  
Notary Public  
Residing in Marion County

My Commission Expires:  
11-12-82

This instrument was prepared by Sidney Mishkin, Lawyer.

82 42711A

LEGAL DESCRIPTION OF THE TRACT

Land being a part of the northwest quarter of the northwest quarter of Section 23, Township 17 North, Range 3 East in Marion County, Indiana more particularly described as follows:

Commencing at the northwest corner of said quarter-quarter-section; thence north  $88^{\circ}41'54''$  east along the north line thereof 789.08 feet to the point of beginning of the herein described parcel; thence continuing north  $88^{\circ}41'54''$  east along said north line 556 feet to the northeast corner of said quarter-quarter-section; thence south  $00^{\circ}13'58''$  east along the east line of said quarter-quarter-section 740 feet; thence north  $74^{\circ}54'19''$  west 262.81 feet; thence north  $10^{\circ}59'15''$  west 487.94 feet; thence north  $77^{\circ}47'08''$  west 217.42 feet; thence north  $00^{\circ}09'40''$  east 133.93 feet to the point of beginning, containing 5.754 acres; subject to highways, rights-of-way and easements.

82 42714

EXHIBIT "A"



**DESCRIPTION OF BUILDINGS AND  
CONDOMINIUM UNITS**

The Buildings on the Tract as of the date of this Declaration are identified and referred to in the Plans as Buildings No. 1 and No. 2. Each Building is a one (1) story structure constructed of brick, stone and frame.

Building No. 1 contains a total of six (6) separate Condominium Units, which consist of the following:

<u>Unit 1-1</u> Living Area - 2063 square feet Garage - 525 square feet (2 bedrooms, den and 2 1/2 baths)	<u>Unit 1-4</u> Living Area - 2063 square feet Garage - 525 square feet (2 bedrooms, den and 2 1/2 baths)
<u>Unit 1-2</u> Living Area - 1871 square feet Garage - 525 square feet (2 bedrooms, den and 2 1/2 baths)	<u>Unit 1-5</u> Living Area - 1871 square feet Garage - 462 square feet (2 bedrooms, 2 baths)
<u>Unit 1-3</u> Living Area - 2063 square feet Garage - 525 square feet (2 bedrooms, den and 2 1/2 baths)	<u>Unit 1-6</u> Living Area - 2707 Garage - 525 (3 bedrooms, den, porch and 2 1/2 baths)

Building No. 2 contains a total of six (6) separate Condominium Units, which consist of the following:

<u>Unit 2-1</u> Living Area - 2063 square feet Garage - 594 square feet (2 bedrooms, den and 2 1/2 baths)
<u>Unit 2-2</u> Living Area - 2063 square feet Garage - 525 square feet (2 bedrooms, den and 2 1/2 baths)
<u>Unit 2-3</u> Living Area - 2009 square feet Garage - 462 square feet (2 bedrooms, porch and 2 baths)
<u>Unit 2-4</u> Living Area - 2175 square feet Garage - 525 square feet (2 bedrooms, den, porch and 2 1/2 baths)
<u>Unit 2-5</u> Living Area - 2063 square feet Garage - 525 square feet (2 bedrooms, den and 2 1/2 baths)
<u>Unit 2-6</u> Living Area - 2587 square feet Garage - 525 (3 bedrooms, den and 2 1/2 baths)

82 12714

DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	8.333
1-2	8.333
1-3	8.333
1-4	8.333
1-5	8.333
1-6	8.333
2-1	8.333
2-2	8.333
2-3	8.333
2-4	8.333
2-5	8.333
2-6	8.333

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill as provided in this Declaration.

CODE OF BY-LAWS  
OF  
OLDE MILL  
HORIZONTAL PROPERTY REGIME  
AND OF  
OLDE MILL HOMEOWNERS  
ASSOCIATION, INC.

82 42714

CODE OF BY-LAWS  
OF  
OLDE MILL  
HORIZONTAL PROPERTY REGIME  
AND OF  
OLDE MILL HOMEOWNERS  
ASSOCIATION, INC.

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
Identification and Applicability	1
Section 1.01. Identification and Adoption	1
Section 1.02. Individual Application	1
ARTICLE II	
Meetings of Association	1
Section 2.01. Purpose of Meetings	1
Section 2.02. Annual Meetings	2
Section 2.03. Special Meetings	2
Section 2.04. Notice and Place of Meetings	2
Section 2.05. Voting	2
ARTICLE III	
Board of Managers	5
Section 3.01. Management	5
Section 3.02. Initial Board of Managers	5
Section 3.03. Additional Qualifications	6
Section 3.04. Term of Office and Vacancy	6
Section 3.05. Removal of Managers	7
Section 3.06. Duties of the Board of Managers	7
Section 3.07. Powers of the Board of Managers	9
Section 3.08. Limitation on Board Action	10
Section 3.09. Compensation	11
Section 3.10. Meetings	11
Section 3.11. Waiver of Notice	11
Section 3.12. Quorum	11
Section 3.13. Non-Liability of Managers	11
Section 3.14. Additional Indemnity of Managers	12
Section 3.15. Bond	13
ARTICLE IV	
Officers	14
Section 4.01. Officers of the Association	14

CODE OF BY-LAWS  
OF  
OLDE MILL  
HORIZONTAL PROPERTY REGIME  
AND OF  
OLDE MILL HOMEOWNERS  
ASSOCIATION, INC.

TABLE OF CONTENTS (continued)

	<u>Page</u>
Section 4.02. Election of Officers	14
Section 4.03. The President	15
Section 4.04. The Vice President	15
Section 4.05. The Secretary	15
Section 4.06. The Treasurer	15
Section 4.07. Assistant Officers	16
ARTICLE V                      Assessments	16
Section 5.01. Annual Accounting	16
Section 5.02. Proposed Annual Budget	16
Section 5.03. Regular Assessments	17
Section 5.04. Special Assessments	20
Section 5.05. Failure of Owner to Pay Assessments	20
Section 5.06. Initial Budgets and Assessments	22
Section 5.07. Maintenance and Repairs	22
ARTICLE VI                    Restrictions, Entry and Rules and Regulations	23
Section 6.01. Restrictions on Use	23
Section 6.02. Right of Entry	25
Section 6.03. Right of Board to Adopt Rules and Regulations	28
ARTICLE VII                 Amendment to By-Laws	29
Section 7.01.	29
ARTICLE VIII                Mortgages	29
Section 8.01. Notice to Association	29
Section 8.02. Notice of Unpaid Assessments	30
ARTICLE IX                 Miscellaneous	31
Section 9.01. Fiscal year	31

CODE OF BY-LAWS  
OF  
OLDE MILL  
HORIZONTAL PROPERTY REGIME  
AND OF  
OLDE MILL HOMEOWNERS  
ASSOCIATION, INC.

TABLE OF CONTENTS (continued)

	<u>Page</u>
Section 9.02. Seal	31
Section 9.03. Membership Certificate	32
Section 9.04. Personal Interests	32

82-42714

CODE OF BY-LAWS  
OF  
OLDE MILL  
HORIZONTAL PROPERTY REGIME

AND OF  
OLDE MILL HOMEOWNERS  
ASSOCIATION, INC.

ARTICLE I

Identification and Applicability

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

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

ARTICLE II

Meetings of Association

Section 2.01. Purpose of Meetings. At least annually, and at such other times as may be necessary, the meetings of the Co-owners shall be held for the purpose of electing the Board of Managers (subject to the provisions of Section 3.02 hereof), approving the annual budget, providing for the collection of

Common Expenses and for such other purposes as may be required by the Declaration, these By-Laws or the Act.

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the first Tuesday of April in each calendar year. At the annual meeting the Owners shall (subject to the provisions of Section 3.02 hereof) elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

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

Section 2.04. Notice and Place of Meetings. All meetings of the members of the Association shall be held at any suitable place in Marion County, Indiana, as may be designated by the Board of Managers. Written notice stating the date, time and place of any meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered or mailed by the Secretary of the Association to each member entitled to vote thereat not less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at the addresses of their respective Condominium Units and not otherwise. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Association to each Mortgagee (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Association with its name and address in accordance with Section 3.01 of these By-Laws. Attendance at any meeting in person, by agent or by proxy shall constitute a waiver of notice of such meeting.

Section 2.05. Voting.

(a) Number of Votes. Each Owner shall be entitled



to cast one vote for each Condominium Unit he owns on each matter coming before the meeting as to which he is entitled to vote.

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

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

(d) Proxy. An Owner may vote either in person or by his duly authorized and designated attorney-in-fact. Where voting is by proxy, the Owner shall duly designate his attorney-

in-fact in writing, delivered to the Secretary of the Association prior to the commencement of the meeting.

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

(f) Conduct of Annual Meeting. The President of the Association shall act as the Chairman of all annual meetings of the Association if he is present. At all annual meetings, the Chairman shall call the meeting to order at the duly designated time and business will be conducted in the following order:

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

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

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

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

number of votes shall be elected. Each voting Owner shall sign his ballot. The foregoing provisions are subject to the provisions of Section 3.02 hereof.

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

(6) Adjournment.

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

### ARTICLE III

#### Board of Managers

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

Section 3.02. Initial Board of Managers. The initial Board of Managers shall be Robert A. Borns, Ewell Thrasher and C. Willis Adams, III (herein referred to as the "Initial Board"), all of whom have been or shall be appointed by Declarant. Notwithstanding anything to the contrary contained in, or any other provisions of, these By-Laws or the Declaration or the Act or the Statute (a) the Initial Board shall hold office until the earliest of (1) December 31, 1987 or (2) one hundred twenty (120) days after the date by which seventy-six (76) Condominium Units have been conveyed to Owners, or (3) the date Declarant files for record

in the office of the Recorder of Marion County, Indiana, an instrument waiving and releasing its reserved right, as set forth in paragraph 22 of the Declaration, to expand or further expand Olde Mill (the applicable date being herein referred to as the "Applicable Date"), and (b) in the event of any vacancy or vacancies occurring in the Initial Board for any reason or cause whatsoever, prior to the Applicable Date determined as provided above, every such vacancy shall be filled by a person appointed by Declarant, who shall thereafter be deemed a member of the Initial Board. Each Owner, by acceptance of a deed to a Condominium Unit, or by acquisition of any interest in a Condominium Unit by any type of juridic acts inter vivos or causa mortis, or otherwise, shall be deemed to have appointed Declarant as such Owner's agent, attorney-in-fact and proxy, which shall be deemed coupled with an interest and irrevocable until the Applicable Date determined as provided above, to exercise all of said Owner's right to vote and to vote as Declarant determines on all matters as to which members are entitled to vote under the Declaration, these By-Laws, the Act, the Statute or otherwise. This appointment of Declarant as such Owner's agent, attorney-in-fact and proxy shall not be affected by incompetence of the Owner granting the same.

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

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

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

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

Section 3.06. Duties of the Board of Managers. The Board of Managers shall provide for the administration of Oldé Mill Horizontal Property Regime, the maintenance, upkeep and replacement of the Common Areas and Limited Areas (unless the same are otherwise the responsibility or duty of Owners of Condominium Units), and the collection and disbursement of the Common Expenses. After the Applicable Date, the Board shall, on behalf of the Association, employ a reputable and recognized professional property management agent (herein called the "Managing Agent") upon such terms as the Board shall find, in its

discretion, reasonable and customary. The Managing Agent shall assist the Board in carrying out its duties, which include, but are not limited to:

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

the Board, in its sole discretion, may deem necessary or advisable.

- (j) making available to Owners and Mortgagees current copies of the Declaration, By-Laws and other rules governing the condominium and any other books, records and financial statements of the Association. The Association shall also make available to prospective purchaser current copies of the Declaration, By-Laws, other rules governing the condominium, and the most recent annual audited financial statement, if such statement has been prepared. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances. Upon written request by the United States Department of Housing and Urban Development or the Veterans Administration, the Association shall also prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

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

- (a) to employ a Managing Agent to Assist the Board in performing its duties provided, that any employment agreement with the Declarant (or a corporation or other entity affiliated with the Declarant) as Managing Agent or for any other service shall be subject to termination by either party without cause and without payment of a termination fee upon ninety (90) days' written notice to the other party;
- (b) to purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board of Managers;
- (c) to employ legal counsel, architects, contractors, accountants and others

- as in the judgment of the Board of Managers may be necessary or desirable in connection with the business and affairs of Olde Mill;
- (d) to employ, designate, discharge and remove such personnel as in the judgment of the Board of Managers may be necessary for the maintenance, upkeep, repair and replacement of the Common Areas and, where applicable, the Limited Areas;
  - (e) to include the cost of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;
  - (f) to open and maintain a bank account or accounts in the name of the Association;
  - (g) to adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Property.

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

- (a) contracts for replacing or restoring portions of the Common Areas or Limited Areas damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received;
- (b) proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting; and
- (c) expenditures necessary to deal with emergency conditions in which the Board of Managers reasonably believes there is insufficient time to call a meeting of the Owners.

82 42714



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

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

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

Section 3.11. Waiver of Notice. Before any meeting of the Board, any Manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. The presence of any Manager at a meeting or his subsequent consent to the actions taken thereat, shall, as to such Manager, constitute a waiver of notice of the time, place and purpose thereof. If all Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

Section 3.13. Non-Liability of Managers. The Managers shall not be liable to the Owners or any other persons for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Managers, except for their own

individual willful misconduct, bad faith or gross negligence. The Association shall indemnify and hold harmless and defend each of the Managers against any and all liability to any person, firm or corporation arising out of contracts made by the Board on behalf of Olde Mill or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or By-Laws. It is intended that the Managers shall have no personal liability with respect to any contract made by them on behalf of Olde Mill or the Association and that in all matters the Board is acting for and on behalf of the Owners as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Managers shall be limited to such percentage of the total liability or obligation thereunder as is equal to his Percentage Interest. Every contract made by the Board or the Managing Agent on behalf of Olde Mill shall provide that the Board of Managers and the Managing Agent, as the case may be, are acting as agent for the Owners and shall have no personal liability thereunder, except in their capacity as Owners (if applicable) and then only to the extent of their Percentage Interest.

Section 3.14. Additional Indemnity of Managers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Manager of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Manager is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Manager the reasonable costs of settlement or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Percentage Vote that such Manager was not guilty of gross negligence or misconduct. <sup>82</sup> <sup>42714</sup> In making such findings and notwithstanding the adjudication in any action, suit

or proceeding against a Manager, no Manager shall be considered or deemed to be guilty of or liable for negligence or misconduct in the performance of his duties where, acting in good faith, such Manager relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of Olde Mill or any officer or employee thereof, or any accountant, attorney for other person, firm or corporation employed by the Association to render advice or service unless such Manager had actual knowledge of the falsity or incorrectness thereof; nor shall a Manager be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Managers.

Section 3.15. Bond. The Board of Managers shall provide surety bonds and shall require the Managing Agent, Treasurer and such other officers as the Board deems necessary to provide surety bonds, indemnifying the Association against larceny, theft, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, and other acts of fraud or dishonesty, in such sums and with such sureties as may be approved by the Board of Managers and any such bond shall specifically include protection for any insurance proceeds received for any reason by the Board. The expense of any such bonds shall be a Common Expenses. Such surety bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in custody of the Association or the Managing Agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such surety bonds be less than a sum equal to three (3) months' aggregate assessments on all Units plus reserve funds. The bonds

82 42714

shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The bonds shall also provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association.

#### 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 Manager 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 persons, except that the duties of the President and Secretary shall not be performed by the same person.

Section 4.02. Election of Officers. The officers of the Association shall be elected annually by the Board at the initial meeting of each new Board. Upon an affirmative vote of a majority of all members of the Board, any officer may be removed either with

or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

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

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

Section 4.05. The Secretary. The Secretary shall be elected from among the Managers. The Secretary shall attend all meetings of the Association and of the Board and shall keep or cause to be kept a true and complete record of the proceedings of such meetings, shall perform all other duties 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 who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all money, notes, securities

and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account or accounts in the name of the Association. The Treasurer may permit the Managing Agent to handle and account for monies and other assets of the Association to the extent appropriate as part of its duties.

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

#### ARTICLE V

##### Assessments

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

Section 5.02. Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Managers shall cause to be prepared a proposed annual budget for the current fiscal year estimating the total amount of the Common Expenses for the current fiscal year and shall furnish a copy of such proposed budget to each Owner at or prior to the time the notice of such annual meeting is mailed or delivered to such Owners. The annual budget shall be submitted to the Owners at the annual meeting of the Association for adoption and, if so adopted, shall be the basis for the Regular

Assessments (hereinafter defined) for the current fiscal year. At the annual meeting of the Owners, the budget may be approved in whole or in part or may be amended in whole or in part by a majority of the Percentage Vote; provided, however, that in no event shall the annual meeting of the Owners be adjourned until an annual budget is approved and adopted at such meeting, either the proposed annual budget or the proposed annual budget as amended. The annual budget, the Regular Assessments and all sums assessed by the Association shall be established by using generally accepted accounting principles applied on a consistent basis. The annual budget and the Regular Assessments shall, in addition, be established to include the establishment and maintenance of a replacement reserve fund for capital expenditures and replacement and repair of the Common Areas, which replacement reserve fund shall be used for those purposes and not for usual and ordinary repair expenses of the Common Areas. Such replacement reserve fund for capital expenditures and replacement and repair of the Common Areas shall be maintained by the Association in a separate interest bearing account or accounts with one or more banks or savings and loan associations authorized to conduct business in Marion County, Indiana selected from time to time by the Board. The failure or delay of the Board of Managers to prepare a proposed annual budget and to furnish a copy thereof to the Owners shall not constitute a waiver or release in any manner of the obligations of the Owners to pay the Common Expenses as herein provided, whenever determined. Whenever, whether before or after the annual meeting of the Association, there is no annual budget approved by the Owners as herein provided for such current fiscal year, the Owners shall continue to pay Regular Assessments based upon the last approved budget or, at the option of the Board, based upon one hundred and ten percent (110%) of such last approved budget, as a temporary budget.

Section 5.03. Regular Assessments. The annual budget as adopted by the Owners shall, based on the estimated cash requirement for the Common Expenses in the current fiscal year

as set forth in said budget, contain a proposed assessment against each Condominium Unit based on the Percentage Interest of each Condominium Unit. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against his respective Condominium Unit (herein called the "Regular Assessment"). In the event the Regular Assessment for a particular fiscal year is initially based upon a temporary budget, such Regular Assessment shall be revised, within fifteen (15) days following adoption of the final annual budget by the Owners, to reflect the assessment against each Condominium Unit based upon such annual budget as finally adopted by the Owners. The aggregate amount of the Regular Assessments shall be equal to the total amount of expenses provided and included in the final annual budget, including reserve funds as hereinabove provided. The Regular Assessment against each Condominium Unit shall be paid in advance in equal quarterly installments, commencing on the first day of the first month of each fiscal year and quarterly thereafter through and including the first day of the last quarter of such fiscal year. Payment of the quarterly installments of the Regular Assessment shall be made to the Board of Managers or the Managing Agent, as directed by the Board of Managers; provided, however, Owners may elect to pay quarterly assessments semi-annually or annually, in advance. At the election and option of the Board, the Regular Assessment may be required to be paid by the Owners in advance in equal monthly installments rather than quarterly installments. In the event the Regular Assessment for a particular fiscal year of the Association was initially based upon a temporary budget,

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

82 42714

82 42714



Assessment as finally determined shall be paid in full by the remaining payments due in such fiscal year, or

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

The Regular Assessment for the current fiscal year of the Association shall become a lien on each separate Condominium Unit as of the first day of each fiscal year of the Association, even though the final determination of the amount of such Regular Assessment may not have been made by that date. The fact that an Owner has paid his Regular Assessment for the current fiscal year in whole or in part based upon a temporary budget and thereafter, before the annual budget and Regular Assessment are finally determined, approved and adjusted as herein provided, sells, conveys or transfers his Condominium Unit or any interest therein, shall not relieve or release such Owner or his successor as owner of such Condominium Unit from payment of the Regular Assessment for such Condominium Unit as finally determined, and such Owner and his successor as owner of such Condominium Unit shall be jointly and severally liable for the Regular Assessment as finally determined. Any statement of unpaid assessments furnished by the Association pursuant to Section 8.02 hereof prior to the final determination and adoption of the annual budget and Regular Assessment for the year in which such statement is made shall state that the matters set forth therein are subject to adjustment upon determination and adoption of the final budget and Regular Assessment for such year, and all parties to whom any such statement may be

82-42714

delivered or who may rely thereon shall be bound by such final determinations. Quarterly or monthly (if so determined by the Board) installments of Regular Assessments shall be due and payable automatically on their respective due dates without any notice from the Board or the Association, and neither the Board nor the Association shall be responsible for providing any notice or statements to Owners for the same.

Section 5.04. Special Assessments. From time to time Common Expenses of an unusual or extraordinary nature or not otherwise anticipated may arise. At such time and without the approval of the Owners, unless otherwise provided in these By-Laws, the Declaration or the Act, the Board of Managers shall have the full right, power and authority to make special assessments which, upon resolution of the Board, shall become a lien on each Condominium Unit, prorated in accordance with the Percentage Interest of each Condominium Unit (herein called "Special Assessment"). Without limiting the generality of the foregoing provisions, Special Assessments may be made by the Board of Managers from time to time to pay for capital expenditures, to pay for the cost of any repair or reconstruction of damage caused by fire or other casualty or disaster to the extent insurance proceeds are insufficient therefor under the circumstances described in the Declaration, and to pay for any Condominium Units purchased by the Association pursuant to its right of first refusal set forth in the Declaration under the circumstances described in the Declaration.

Section 5.05. Failure of Owner to Pay Assessments. (a) No Owner may exempt himself from paying Regular Assessments and Special Assessments, or from contributing toward the expenses of administration and of maintenance and repair of the Common Areas and, in the proper case, of the Limited Areas, of the Buildings, and toward any other expense lawfully agreed upon, by waiver of the use or enjoyment of the Common Areas or by abandonment of the Condominium Unit belonging to him. Each Owner shall be personally liable for the payment of all Regular and Special Assessments. Where the Owner constitutes more than

one person, the liability of such persons shall be joint and several. If any Owner shall fail, refuse or neglect to make any payment of any Regular Assessments or Special Assessments when due, the lien for such Assessment on the Owner's Condominium Unit may be filed and foreclosed by the Board for and on behalf of the Association as provided by law. Upon the failure of an Owner to make timely payments of any Regular Assessments or Special Assessments, when due, the Board may in its discretion, accelerate the entire balance of the unpaid Assessments and declare the same immediately due and payable, notwithstanding any other provisions hereof to the contrary. In any action to foreclose the lien for any Assessments, the Owner and any occupant of the Condominium Unit shall be jointly and severally liable for the payment to the Association of reasonable rental for such Condominium Unit, and the Board shall be entitled to the appointment of a receiver for the purpose of preserving the Condominium Unit and to collect the rentals and other profits therefrom for the benefit of the Association to be applied to the unpaid Regular Assessments or Special Assessments. The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment without foreclosing or waiving the lien securing the same. In any action to recover a Regular Assessment or Special Assessment, whether by foreclosure or otherwise, the Board, for and on behalf of the Association, shall be entitled to recover costs and expenses of such action incurred, including but not limited to reasonable attorneys' fees, from the Owner of the respective Condominium Unit.

(b) Notwithstanding anything contained in this Section or elsewhere in the Declaration and these By-Laws, any lien for common expenses and assessments becoming payable after the recordation of a first mortgage on a Condominium Unit shall be subordinate to the first mortgage on the condominium Unit and any sale or transfer of a Condominium Unit to a Mortgagee pursuant to a foreclosure on its mortgage or conveyance in lieu thereof, or a conveyance to any person at a public sale in the manner provided by law with respect to mortgage foreclosures, shall extinguish the lien of any unpaid installment of any Regular Assessment or Special Assessment as to such installments which became due prior to such sale, transfer or conveyance; provided, however, that the extinguishment of such lien shall not relieve

the prior owner from personal liability therefor. No such sale, transfer or conveyance shall relieve the Condominium Unit or the purchaser at such foreclosure sale, or grantee in the event of conveyance in lieu thereof, from liability for any installments of Regular Assessments or Special Assessments thereafter becoming due or from the lien therefor. Such unpaid share of any Regular Assessments or Special Assessments, the lien for which has been divested as aforesaid, shall be deemed to be a Common Expense, collectible from all Owners (including the party acquiring the subject Condominium Unit from which it arose), as provided in the Act.

Section 5.06. Initial Budgets and Assessments. Notwithstanding anything to the contrary contained herein, in the Declaration, in the Act, in the Statute or otherwise, until the Applicable Date the annual budget and all Regular Assessments and Special Assessments shall be established by the Initial Board without meetings of or concurrence of the Co-owners. The agency, power of attorney and proxy granted to the Declarant by each Owner pursuant to Section 3.02 hereof shall be deemed to cover and include each Owner's right to vote on and approve the annual budget and any Regular Assessments and Special Assessments until the Applicable Date.

Section 5.07. Maintenance and Repairs. Every Owner shall promptly perform all maintenance and repair within his own Condominium Unit which, if neglected, would affect the value of the Property. In addition, each Owner shall furnish, and shall be responsible at his own expense for, the maintenance, repairs and replacements of his Condominium Unit and Limited Areas, and all equipment serving the same. Such maintenance, repairs and replacements which each Owner is responsible to make personally and at his own expense include, but are not necessarily limited to, water lines, gas lines, plumbing and electric lines which service the Owner's Condominium Unit only and are located within exterior walls of the Condominium Unit including any lines in the area from below the floor to above the roof if they are within an extension of the exterior walls of the Condominium Unit; all partitions and interior walls, ceilings and floors; appliances, to include garbage

disposals, dishwashers, stoves, ranges and refrigerators, telephones, air conditioning and heating equipment (whether located wholly or partially inside or outside the Condominium Unit), doors, screens and windows (including exterior and interior of all glass and screen surfaces), lamps, and interior and exterior grouting and/or caulking and all other accessories appurtenant to the Condominium Unit or belonging to the Owner thereof.

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

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

ARTICLE VI

82 42714

Restrictions, Entry and Rules and Regulations

Section 6.01. Restrictions on Use. The following

restrictions on the use and enjoyment of the Condominium Units, Common Areas, Limited Areas and the Property shall be applicable to Olde Mill and in addition to those set forth in the Declaration. These are as follows:

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

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

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

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

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

82 42714

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Condominium Unit or in the Common Areas or Limited Areas or on the Property, except that pet dogs, cats or customary household pets may be kept in a Condominium Unit, provided that such pet is not kept, bred or maintained for any commercial purpose, and does not create a nuisance. Pets shall be taken outdoors only under

leash or other restraint and while attended by its owner and an Owner shall be fully liable for any injury or damage to persons or property, including the Common Areas or Limited Areas, caused by his pet. The tethering of pets in any area outside an Owner's fenced Limited Area does not constitute "attended." Pets shall be walked only in an area not common to residents and pet leavings on the main grounds and walks shall be picked up by the pet's owner and disposed of in a proper receptacle. The Board may adopt such other rules and regulations regarding pets as it may deem necessary from time to time including, but not limited to, a requirement that any Owner desiring to bring a pet on the Property shall deposit with the Board a security deposit in an amount to be determined by the Board to cover any damage that may be caused by such pet to the Common Areas. Any such security deposit shall be returned to the Owner when the pet is permanently removed from the Property, except to the extent said deposit has been used to repair damage caused by such pet. Any requirement for the depositing of such a security deposit shall not be deemed to release or in any way limit an Owner's responsibility and liability for injury and damage caused by his pets. Any pet which, in the judgment of the Board, is causing or creating a nuisance or unreasonable disturbance or noise, shall be permanently removed from the Property within ten (10) days after written notice from the Board to the respective Owner to do so.

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

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

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

(j) No "for sale", "for rent" or "for lease" signs, or other signs, or other window or advertising display shall be maintained or permitted on any part of the Property or any Condominium Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "for sale" or "for lease" signs on or about the Property in connection with any unsold or unoccupied Condominium Units.

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

(l) No boats, campers, trailers of any kind, buses, mobile homes, trucks, motor cycles, mini bikes, mopeds, or any other vehicles of any description other than normal passenger automobiles, shall be permitted, parked or stored anywhere within the Property; provided, however, that nothing herein shall prevent the parking or storage of such vehicles completely enclosed within a garage. No repair work shall be done on the Property on any vehicles, including passenger automobiles.

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

(n) No Owner shall be allowed to place or cause to be placed in the lobbies, vestibules, stairways, hallways or areas of a similar nature and used for a similar purpose, both



Common Areas and Limited Areas, any furniture, packages or objects of any kind, without the consent of the Board of Managers.

(o) All garbage, trash and refuse shall be stored in appropriate containers inside the Condominium Unit (including garages) and shall be kept therein until not earlier than sundown of the evening before scheduled trash collection. Garbage, trash and refuse shall be placed in sealed disposable plastic bags or other containers approved by the Board for scheduled trash collection and shall be placed at such locations for trash collection as are designated by the Board.

(p) No use shall be made of any part of the Real Estate which violates, and all Owners, members of their families, their guests, tenants, invitees and all occupants or other parties entitled to use or who may use any part of the Real Estate shall at all times fully comply with, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in:

Notice of zoning affecting real estate under final preliminary plan, as amended, petition for planned unit development 86th and Springmill Road dated September 3, 1978 and recorded as Instrument No. 78-61959 in the Office of the Recorder of Marion County, Indiana, a true and correct copy of which is attached to these By-Laws as Exhibit "I" and incorporated herein by reference.

Notwithstanding anything to the contrary contained herein, in the Declaration, in the Act or otherwise, this Section 6.01(p) may not be amended or modified in any manner whatsoever without the prior written consent of Declarant (so long as it owns any part of the Real Estate or any Condominium Units) and of any and all parties who, at any time, may have the right to

enforce or prevent violations of, or the right to approve any changes in, the terms, covenants, provisions, conditions, limitations, restrictions and requirements contained and described in said notice described in Section 6.01(p) above.

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

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

Section 6.03. Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the 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 and regulations and all amendments thereto to be delivered or mailed promptly to all Owners.

ARTICLE VII

Amendment to By-Laws

Section 7.01. Subject to any contrary, overriding or superceding provisions set forth herein or in the Declaration, these By-Laws may be amended in the same manner, and subject to the same limitations and requirements, as amendments to the Declaration, as set forth in paragraph 19 of the Declaration. Amendments to these By-Laws shall be considered as amendments of the Declaration and shall be recorded in the office of the Recorder of Marion County, Indiana, as required by the Declaration and the Act. Notwithstanding anything to the contrary contained herein or in the Declaration, there shall be no amendment of the Declaration or these By-Laws prior to the Applicable Date without the consent and approval of Declarant.

ARTICLE VIII

Mortgages

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

82 42714

The Association shall, upon request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations

of such borrower under the Declaration or these By-Laws which is not cured within sixty (60) days.

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

Section 8.03. Mortgagee's Rights.

- (a) Notices of Action. An eligible holder of a first mortgage, upon written request to the Association, (such request to state the name and address of the eligible holder and the Condominium Unit number), shall be entitled to timely written notice of:
- (1) any proposed amendment of the Declaration or By-Laws effecting a change in (i) the boundaries of any Condominium Unit or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Areas or Limited Areas appertaining to any Condominium Unit or the liability for Common Expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Condominium Unit or (iv) the purpose to which any Condominium Unit or the Common Areas are restricted;
  - (2) any proposed termination of the condominium regime;
  - (3) any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Condominium Unit on which there is a first mortgage;
  - (4) any delinquency in the payment of assessments or charges owed by an Owner of a Condominium Unit subject to the mortgage where such delinquency has continued for a period of sixty (60) days;
  - (5) any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to the Declaration.

(b) Other Provisions for Mortgagees.

- (1) Any restoration or repair of the Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Condominium Units to which at least fifty-one percent (51%) of the votes of Condominium Units subject to mortgages held by such eligible holders are allocated is obtained.
- (2) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the Property must require the approval of the eligible holders of first mortgages on Condominium Units to which at least fifty-one percent (51%) of the votes of Condominium Units subject to mortgages held by such eligible holders are allocated.
- (3) No reallocation of interests in the Common Areas resulting from a partial condemnation or partial destruction of the Property may be effected without the approval of the eligible holders of first mortgages on Condominium Units to which at least fifty-one percent (51%) of the votes of Condominium Units subject to mortgages held by such eligible holders are allocated.
- (4) As used in this Section, the term "eligible holder," shall mean a holder, insurer or guarantor of a first mortgage on a Condominium Unit who has requested notice in accordance with the provisions of Section 8.03(a) above.

ARTICLE IX

Miscellaneous

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

Section 9.02. Seal. The Association may have and use a corporate seal, which seal (if one is adopted) shall be circular in form and mounted upon a metal die, suitable for impressing the same upon paper. About the upper periphery of the seal shall appear the words "OLDE MILL HOMEOWNERS ASSOCIATION, INC.", and about the lower periphery thereof the word "Indiana". In the center of the seal

shall appear the word "Seal". PROVIDED, HOWEVER, that the use of said seal or an impression thereof shall not be required upon, and shall not affect the validity of, any instrument whatsoever.

Section 9.03. Membership Certificates. Each member of the Association shall receive a certificate from the Association, signed by the president or vice-president, and secretary or assistant secretary thereof, stating that he is a member of the Association. Such certificates shall be non-transferable and a member's certificate shall become void and of no force and effect upon sale by a member of his Condominium Unit. Such membership certificates shall be in a form and style determined by the Board.

Section 9.04. Personal Interests. No member of the Association shall have or receive any earnings from the Association, except a member who is an officer, director or employee of the Association may receive fair and reasonable compensation for his services as officer, director or employee, and a member may also receive principal and interest on moneys loaned or advanced to the Association as provided in the Statute.

End of By-Laws

82 42714

CROSS REFERENCE

CROSS REFERENCE

140

82 59949

FIRST AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

509687  
OCT 28 1982

FILED

This First Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("First Amendment and Supplement"), made this 26<sup>th</sup> day of  
October, 1982, by OLDE MILL, INC., An Indiana corporation (the  
"Declarant"),

WITNESSETH:

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed  
a Declaration of Horizontal Property Ownership for Olde Mill  
Horizontal Property Regime, which was recorded in the office  
of the Recorder of Marion County, Indiana, on the 6th day of  
August, 1982, as Instrument No. 82-42714 (hereinafter  
referred to as the "Declaration") establishing and creating  
Olde Mill Horizontal Property Regime (hereinafter and in the  
Declaration referred to as "Olde Mill").

B. Declarant is the sole owner of the fee simple title  
to that certain parcel of real estate located in Marion  
County, Indiana, which is more particularly described in  
Exhibit "A" attached hereto and hereby made a part hereof by  
this reference (hereinafter referred to as "Additional Tract  
I").

C. Additional Tract I constitutes a portion of the Real  
Estate (as defined in the Declaration) and constitutes the  
first phase of the general plan of development of the Real  
Estate as described in paragraph 22 of the Declaration into  
which Declarant has reserved the right to expand Olde Mill as  
provided in said paragraph 22 of the Declaration and the Act  
(as defined in the Declaration).

D. All conditions relating to the expansion of Olde  
Mill to include Additional Tract I and to the inclusion of  
Additional Tract I in Olde Mill have been met and satisfied  
and Declarant, by this First Amendment and Supplement,  
desires to and hereby does expand Olde Mill to include  
Additional Tract I and to incorporate Additional Tract I in  
Olde Mill.

NOW, THEREFORE, Declarant, in accordance with the Act and  
its rights reserved in the Declaration, makes this First Amendment  
and Supplement as follows:

1. Definitions. The definitions used in the Declaration  
shall be applicable to Additional Tract I and this First Amendment  
and Supplement; provided, however, Additional Tract I shall for  
all purposes now be included in the definition of "Tract" in the  
Declaration, and the definition of "Plans" in the Declaration  
where appropriate shall now include the Tract I Plans defined in  
this First Amendment and Supplement.

82 59949

RECEIVED FOR RECORD  
LUCILLE CAMP  
RECORDER-MARION CO.

OCT 28 11 53 AM '82

"Tract I Plans" as used herein means the floor and building plans and elevations of the Buildings and Condominium Units of Additional Tract I, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Richard Pollak, a licensed professional architect under date of October 26, 1982, and a site plan of Additional Tract I and Buildings thereon prepared by Midstates Engineering, Inc., certified by Sol C. Miller, a licensed professional engineer, under date of October 26, 1982, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract I and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract I, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this First Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There is one (1) Building containing four (4) Condominium Units on Additional Tract I as shown on the Tract I Plans. The Building is identified and referred to in the Tract I Plans and in this First Amendment and Supplement as Building or Structure No. 3. A description of the Building located on Additional Tract I and the Condominium Units contained therein is set forth in Exhibit "E" attached hereto and hereby made a part hereof by this reference. As of the date of this First Amendment and Supplement, Olde Mill now consists of three (3) Buildings containing sixteen (16) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in



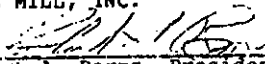
accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the Condominium Units added to Olde Mill by this First Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract I is identified on the Tract I Plans by a two (2) or three (3) digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract I Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

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

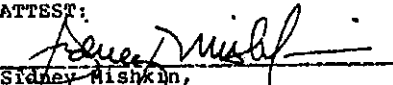
6. Floor Plans. The Tract I Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this First Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of October 29, 1982, as Instrument No. 82-59948.

IN WITNESS WHEREOF, the undersigned has caused this First Amendment And Supplement To Declaration Of Horizontal Property Ownership For Olde Mill Horizontal Property Regime to be executed the day and year first above written.

OLDE MILL, INC.

  
Robert A. Borns, President

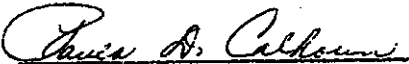
ATTEST:

  
Sidney Mishkin,  
Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Borns and Sidney Mishkin, the President and Assistant Secretary, respectively, of Olde Mill, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 26<sup>th</sup> day of October, 1982.

  
Notary Public

Printed: Paula D. Calhoun

Residing in Marion County

MY COMMISSION EXPIRES:

11-12-92

This Instrument was prepared by Kenneth W. Maher, Attorney At Law.

82 59949

LEGAL DESCRIPTION OF  
ADDITIONAL TRACT I

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Beginning at a point on the East line of said quarter-quarter-section, being the Southeast corner of Olde Mill Phase I, recorded as Instrument No. 82-42713 in the Office of the Recorder of Marion County; thence South  $90^{\circ}13'58''$  East along said East line 100.00 feet; thence South  $76^{\circ}30'00''$  West 237.24 feet; thence North  $13^{\circ}30'00''$  West 17.26 feet to a point on a curve concave Northeasterly, having a central angle of  $101^{\circ}51'00''$  and a radius of 36.00 feet; thence Northwesterly along said curve an arc distance of 63.99 feet (said arc being subtended by a chord having a bearing of North  $52^{\circ}34'30''$  West and a length of 55.90 feet); thence North  $77^{\circ}44'30''$  West 161.75 feet; thence North  $24^{\circ}19'41''$  East 143.22 feet; thence South  $90^{\circ}00'00''$  East 122.00 feet to the Southwest corner of the aforementioned Olde Mill Phase I; thence South  $74^{\circ}54'19''$  East along the South line of said Phase I a distance of 262.81 feet to the point of beginning, containing 1.519 acres; subject to highways, rights-of-way and easements.

EXHIBIT "A"

82 53949

DESCRIPTION OF BUILDING AND  
CONDOMINIUM UNITS

The Building on Additional Tract I is identified and referred to in the Tract Plans as Building No. 3. Such Building is a one (1) story structure constructed of brick, stone and frame.

Building No. 3 contains a total of four (4) separate Condominium Units, which consist of the following:

Unit 3-1

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 3-2

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 3-3

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 3-4

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

82 59949

Exhibit "B"

DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	6.25%
1-2	6.25%
1-3	6.25%
1-4	6.25%
1-5	6.25%
1-6	6.25%
2-1	6.25%
2-2	6.25%
2-3	6.25%
2-4	6.25%
2-5	6.25%
2-6	6.25%
3-1	6.25%
3-2	6.25%
3-3	6.25%
3-4	6.25%

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill, as provided in the Declaration.

82 59949

EXHIBIT "C"

CROSS REFERENCE

CROSS REFERENCE 402

83 04212

SECOND AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

FILED

JAN 20 1983

508 1259

The Second Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Second Amendment and Supplement"), made this 14<sup>th</sup> day of  
January, 1983, by OLDE MILL, INC., An Indiana corporation (the  
"Declarant"),

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed a Declaration of Horizontal Property Ownership for Olde Mill Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 6th day of August, 1982, as Instrument No. 82-42714 (hereinafter referred to as the "Original Declaration") establishing and creating Olde Mill Horizontal Property Regime (hereinafter and in the Declaration referred to as "Olde Mill").

B. Declarant has heretofore executed and recorded, as an Amendment and Supplement to the Original Declaration amending and supplementing the Original Declaration and expanding Olde Mill, the First Amendment and Supplement dated October 26, 1982, recorded October 28, 1982, as Instrument No. 82-59949 in the Marion County Recorder's Office.

(The Original Declaration as so amended and supplemented being herein referred to as the "Declaration").

C. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract II").

D. Additional Tract II constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the second phase of the general plan of development of the Real Estate as described in paragraph 22 of the Declaration into which Declarant has reserved the right to expand Olde Mill as provided in said paragraph 22 of the Declaration and the Act (as defined in the Declaration).

E. All conditions relating to the expansion of Olde Mill to include Additional Tract II and to the inclusion of Additional Tract II in Olde Mill have been met and satisfied and Declarant, by this Second Amendment and Supplement, desires to and hereby does expand Olde Mill to include Additional Tract II and to incorporate Additional Tract II in Olde Mill.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Second Amendment and Supplement as follows:

83 04212

RECEIVED FOR RECORD  
RECORDER-MARION CO.  
JAN 20 10 49 AM '83

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract II and this Second Amendment and Supplement; provided, however, Additional Tract II shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definitions of "Plans" in the Declaration where appropriate shall now include the Tract II Plans defined in this Second Amendment and Supplement.

"Tract II Plans" as used herein means the floor and building plans and elevations of the Buildings and Condominium Units on Additional Tract II, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Richard Pollak, a licensed professional architect under date of December 10, 1982, and a site plan of Additional Tract II and Buildings thereon prepared by Midstates Engineering, Inc., certified by Sol C. Miller, a licensed professional engineer, under date of December 10, 1982, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract II and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract II, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Second Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There is one (1) Building containing three (3) Condominium Units on Additional Tract II as shown on the Tract II Plans. The Building is identified and referred to in the Tract II Plans and in this Second Amendment and Supplement as Building or Structure No. 4. A description of the Building located on Additional Tract II and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and

hereby made a part hereof by this reference. As of the date of this Second Amendment and Supplement, Olde Mill now consists of four (4) Buildings containing nineteen (19) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the Condominium Units added to Olde Mill by this Second Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract II is identified on the Tract II Plans by a two (2) or three (3) digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract II Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

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

83 04212

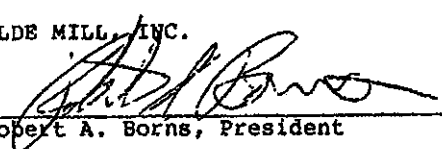
6. Floor Plans. The Tract II Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Second



Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of January 20, 1983, as Instrument No. 83-04211.

IN WITNESS WHEREOF, the undersigned has caused this Second Amendment And Supplement To Declaration Of Horizontal Property Ownership For Olde Mill Horizontal Property Regime to be executed the day and year first above written.

OLDE MILL, INC.

  
Robert A. Borns, President

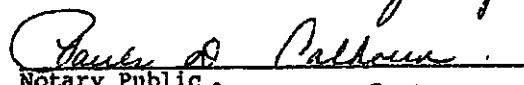
ATTEST:

  
Sidney Mishkin,  
Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

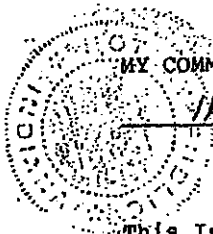
Before me, a Notary Public in and for said County and State, personally appeared Robert A. Borns and Sidney Mishkin, the President and Assistant Secretary, respectively, of Olde Mill, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 14<sup>th</sup> day of January, 1983.

  
Notary Public  
Printed: PAULA D. CALHOUN  
Residing in Marion County

MY COMMISSION EXPIRES:

11-12-86



This Instrument was prepared by Kenneth W. Maher, Attorney At Law.

83 04212

LAND DESCRIPTION OF  
ADDITIONAL TRACT II

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at a point on the East line of said quarter-quarter section, being the Southeast corner of Olde Mill (Horizontal Property Regime) Phase II, recorded as Instrument #82-59948 in the Office of the Recorder of Marion County; thence South 76°30'00" West along the South line of the aforementioned Olde Mill, Phase II 224.24 feet to the point of beginning of the real estate described herein; thence South 00°00'00" West 145.00 feet; thence North 90°00'00" West, 217.104 feet; thence North 00°00'00" East 235.28 feet to the Southwest Corner of the aforementioned Olde Mill, Phase II; the following four calls are along the South line of said Phase II; thence South 77°44'30" East, 161.75 feet to a point on a curve concave Northeasterly, having a central angle of 101°51'00" and a radius of 36.00 feet; thence Southeasterly along said curve an arc distance of 63.99 feet (said arc being subtended by a chord having a bearing of North 52°34'30" West and a length of 55.90 feet); thence South 13°30'00" East 17.26 feet; thence North 76°30'00" East, 13.00 feet to the point of beginning, containing 0.989 acres; subject to highways, rights-of-way and easements.

EXHIBIT "A"

83 04212

DESCRIPTION OF BUILDING AND  
CONDOMINIUM UNITS

The Building on Additional Tract II is identified and referred to in the Tract II Plans as Building No. 4. Such Building is a one (1) story structure constructed of brick, stone and frame.

Building No. 4 contains a total of three (3) separate Condominium Units, which consist of the following:

Unit 4-1

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 4-2

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 4-3

Living Area - 3210 square feet  
Garage - 492 square feet  
(3 bedrooms, den and 2 1/2 baths)

83 04212

Exhibit "B"

DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	5.26315%
1-2	5.26315%
1-3	5.26315%
1-4	5.26315%
1-5	5.26315%
1-6	5.26315%
2-1	5.26315%
2-2	5.26315%
2-3	5.26315%
2-4	5.26315%
2-5	5.26315%
2-6	5.26315%
3-1	5.26315%
3-2	5.26315%
3-3	5.26315%
3-4	5.26315%
4-1	5.26315%
4-2	5.26315%
4-3	5.26315%

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill, as provided in the Declaration.

83 04212

EXHIBIT "C"

83 17999

1400

THIRD AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

CROSS REFERENCE

The Third Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Third Amendment and Supplement"), made this 17<sup>th</sup> day of  
March, 1983, by OLDE MILL, INC., An Indiana corporation (the  
"Declarant"),

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed  
a Declaration of Horizontal Property Ownership for Olde Mill  
Horizontal Property Regime, which was recorded in the office  
of the Recorder of Marion County, Indiana, on the 6th day of  
August, 1982, as Instrument No. 82-42714 (hereinafter  
referred to as the "Original Declaration") establishing and  
creating Olde Mill Horizontal Property Regime (hereinafter  
and in the Declaration referred to as "Olde Mill").

B. Declarant has heretofore executed and recorded the  
following Amendments and Supplements to the Original  
Declaration amending and supplementing the Original  
Declaration and expanding Olde Mill:

(i) First Amendment and Supplement dated  
October 26, 1982, recorded October 28, 1982, as  
Instrument No. 82-59949 in the Marion County  
Recorder's Office.

(ii) Second Amendment and Supplement dated  
January 14, 1983 recorded January 20, 1983 as  
Instrument No. 83-4212 in said Recorder's Office, as  
amended by an Amendment to Second Amendment and  
Supplement dated February 3, 1983 recorded as  
Instrument No. 83-07850 in said Recorder's Office.

(The Original Declaration as so amended and supplemented  
being herein referred to as the "Declaration").

C. Declarant is the sole owner of the fee simple title  
to that certain parcel of real estate located in Marion  
County, Indiana, which is more particularly described in  
Exhibit "A" attached hereto and hereby made a part hereof by  
this reference (hereinafter referred to as "Additional Tract  
III").

D. Additional Tract III constitutes a portion of the  
Real Estate (as defined in the Declaration) and constitutes  
the third phase of the general plan of development of the  
Real Estate as described in paragraph 22 of the Declaration  
into which Declarant has reserved the right to expand Olde  
Mill as provided in said paragraph 22 of the Declaration and  
the Act (as defined in the Declaration).

E. All conditions relating to the expansion of Olde  
Mill to include Additional Tract III and to the inclusion of  
Additional Tract III in Olde Mill have been met and satisfied  
and Declarant, by this Third Amendment and Supplement,  
desires to and hereby does expand Olde Mill to include  
Additional Tract III and to incorporate Additional Tract III  
in Olde Mill.

83 17999

NOW, THEREFORE, Declarant, in accordance with the Act and

its rights reserved in the Declaration, makes this Third Amendment  
and Supplement as follows:

75  
MAR 22 1983  
10491

FILED

RECEIVED FOR RECORD  
BETH O. LUGHLIN  
RECORDER, MARION CO.  
MAR 22 12 25 PM '83

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract III and this Third Amendment and Supplement; provided, however, Additional Tract III shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definitions of "Plans" in the Declaration where appropriate shall now include the Tract III Plans defined in this Third Amendment and Supplement.

"Tract III Plans" as used herein means the floor and building plans and elevations of the Buildings and Condominium Units on Additional Tract III, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Richard Pollak, a licensed professional architect under date of March 11, 1983, and a site plan of Additional Tract III and Buildings thereon prepared by Midstates Engineering, Inc., certified by Sol C. Miller, a licensed professional engineer, under date of March 11, 1983, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract III and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract III, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Third Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There are two (2) Buildings containing eight (8) Condominium Units on Additional Tract III as shown on the Tract III Plans. The Buildings are identified and referred to in the Tract III Plans and in this Third Amendment and Supplement as Buildings or Structures No. 5 and No. 6. A description of the Buildings located on Additional Tract III and the Condominium Units contained therein is set forth in Exhibit

"B" attached hereto and hereby made a part hereof by this reference. As of the date of this Third Amendment and Supplement, Olde Mill now consists of six (6) Buildings containing twenty-seven (27) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the Condominium Units added to Olde Mill by this Third Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract III is identified on the Tract III Plans by a two (2) or three (3) digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract III Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

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

83 17999

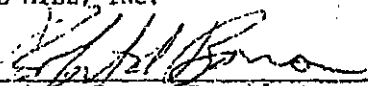
6. Floor Plans. The Tract III Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Third

83 17999

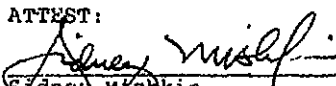
Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of March 22, 1983, as Instrument No. 83-17798.

IN WITNESS WHEREOF, the undersigned has caused this Third Amendment And Supplement To Declaration Of Horizontal Property Ownership For Olde Mill Horizontal Property Regime to be executed the day and year first above written.

OLDE MILL, INC.

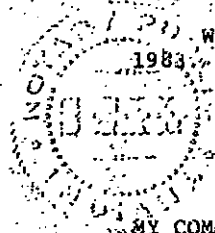
  
Robert A. Borns, President

ATTEST:

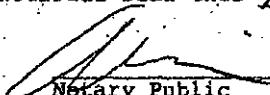
  
Sidney Mishkin,  
Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Borns and Sidney Mishkin, the President and Assistant Secretary, respectively, of Olde Mill, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation.



WITNESS my hand and Notarial Seal this 17<sup>th</sup> day of MARCH, 1983.

  
Notary Public  
Printed: Mary H. Norris  
Residing in Lawson County

MY COMMISSION EXPIRES:  
2-27-86

This Instrument was prepared by Kenneth W. Maher, Attorney At Law.

83 17999



LAND DESCRIPTION OF  
ADDITIONAL TRACT III

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast Corner of said Quarter-Quarter-Section; thence South  $00^{\circ}13'58''$  East along the East line of said Quarter-Quarter-Section a distance of 940.00 feet to the Southeast corner of Olde Mill Horizontal Property Regime, Phase II, recorded as Instrument #82-59948 in the Office of the Recorder of Marion County, said point being the point of beginning of the herein described Phase IV; thence continuing South  $00^{\circ}13'58''$  East along said East line 499.58 feet to the South line of said Quarter-Quarter-Section; thence South  $89^{\circ}01'31''$  West along said South line 296.15 feet; thence North  $00^{\circ}00'00''$  East 307.27 feet to the South line of Olde Mill Horizontal Property Regime, Phase III, recorded as Instrument #83-04211 in said Office of the Recorder; thence the following two (2) courses being along the Southerly and Easterly lines of said Phase III: (1) South  $90^{\circ}00'00''$  East 76.04 feet; (2) North  $00^{\circ}00'00''$  East 145.00 feet to the South line of said Phase II; thence North  $76^{\circ}30'00''$  East along said South line of Phase II a distance of 224.24 feet to the point of beginning, containing 2.926 acres; subject to highways, rights-of-way and easements.

83 17999

EXHIBIT "A"

DESCRIPTION OF BUILDING AND  
CONDOMINIUM UNITS

The Buildings on Additional Tract III are identified and referred to in the Tract III Plans as Buildings No. 5 and No. 6. Each Building is a one (1) story structure constructed of brick, stone and frame.

Building No. 5 contains a total of four (4) separate Condominium Units, which consist of the following:

Unit 5-1

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 5-2

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 5-3

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 5-4

Living Area - 2687 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/2 baths)

Building No. 6 contains a total of four (4) separate Condominium Units, which consist of the following:

Unit 6-1

Living Area - 2096 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 6-2

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 6-3

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 6-4

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

83 17999

DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	3.7037
1-2	3.7037
1-3	3.7037
1-4	3.7037
1-5	3.7037
1-6	3.7037
2-1	3.7037
2-2	3.7037
2-3	3.7037
2-4	3.7037
2-5	3.7037
2-6	3.7037
3-1	3.7037
3-2	3.7037
3-3	3.7037
3-4	3.7037
4-1	3.7037
4-2	3.7037
4-3	3.7037
5-1	3.7037
5-2	3.7037
5-3	3.7037
5-4	3.7037
6-1	3.7037
6-2	3.7037
6-3	3.7037
6-4	3.7037

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill, as provided in the Declaration.

CROSS REFERENCE

83 35743

FOURTH AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

FILED  
MAY 27 1983  
MARION CO. IN.

CROSS REFERENCE

The Fourth Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Fourth Amendment and Supplement"), made this 20th day of  
May, 1983, by OLDE MILL, INC., An Indiana corporation (the  
"Declarant"),

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed  
a Declaration of Horizontal Property Ownership for Olde Mill  
Horizontal Property Regime, which was recorded in the office  
of the Recorder of Marion County, Indiana, on the 6th day of  
August, 1982, as Instrument No. 82-42714 (hereinafter  
referred to as the "Original Declaration") establishing and  
creating Olde Mill Horizontal Property Regime (hereinafter  
and in the Declaration referred to as "Olde Mill").

B. Declarant has heretofore executed and recorded the  
following Amendments and Supplements to the Original  
Declaration amending and supplementing the Original  
Declaration and expanding Olde Mill:

(i) First Amendment and Supplement dated  
October 26, 1982, recorded October 28, 1982, as  
Instrument No. 82-59949 in the Marion County  
Recorder's Office.

(ii) Second Amendment and Supplement dated  
January 14, 1983 recorded January 20, 1983 as  
Instrument No. 83-4212 in said Recorder's Office, as  
amended by an Amendment to Second Amendment and  
Supplement dated February 3, 1983 recorded as  
Instrument No. 83-07850 in said Recorder's Office.

(iii) Third Amendment and Supplement dated March 17,  
1983, recorded March 22, 1983, as Instrument No.  
83-17999 in the Marion County Records Office.

(The Original Declaration as so amended and supplemented  
being herein referred to as the "Declaration").

C. Declarant is the sole owner of the fee simple title  
to that certain parcel of real estate located in Marion  
County, Indiana, which is more particularly described in  
Exhibit "A" attached hereto and hereby made a part hereof by  
this reference (hereinafter referred to as "Additional Tract  
IV").

D. Additional Tract IV constitutes a portion of the  
Real Estate (as defined in the Declaration) and constitutes  
the fifth phase of the general plan of development of the  
Real Estate as described in paragraph 22 of the Declaration  
into which Declarant has reserved the right to expand Olde  
Mill as provided in said paragraph 22 of the Declaration and  
the Act (as defined in the Declaration).

E. All conditions relating to the expansion of Olde  
Mill to include Additional Tract IV and to the inclusion of  
Additional Tract IV in Olde Mill have been met and satisfied  
and Declarant, by this Fourth Amendment and Supplement,  
desires to and hereby does expand Olde Mill to include  
Additional Tract IV and to incorporate Additional Tract IV in  
Olde Mill.

NOW, THEREFORE, Declarant, in accordance with the Act and  
its rights reserved in the Declaration, makes this Fourth  
Amendment and Supplement as follows:

83 35743

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER-MARION CO.  
MAY 26 2 18 PM '83

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract IV and this Fourth Amendment and Supplement; provided, however, Additional Tract IV shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definitions of "Plans" in the Declaration where appropriate shall now include the Tract IV Plans defined in this Fourth Amendment and Supplement.

"Tract IV Plans" as used herein means the floor and building plans of the Condominium Units on Additional Tract IV, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Craig Mullins, a registered architect under date of May 20, 1983, and a site plan of Additional Tract IV, Buildings and elevations of the Condominium Units thereon prepared by Midstates Engineering, Inc., certified by Sol C. Miller, a licensed professional engineer, under date of May 20, 1983, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract IV and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract IV, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Fourth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There is one (1) Building containing five (5) Condominium Units on Additional Tract IV as shown on the Tract IV Plans. The Building is identified and referred to in the Tract IV Plans and in this Fourth Amendment and Supplement as Building or Structure No. 7. A description of the Building located on Additional Tract IV and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and

hereby made a part hereof by this reference. As of the date of this Fourth Amendment and Supplement, Olde Mill now consists of seven (7) Buildings containing thirty-two (32) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the Condominium Units added to Olde Mill by this Fourth Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract IV is identified on the Tract IV Plans by a two (2) or three (3) digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract IV Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

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

6. Floor Plans. The Tract IV Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Fourth Amendment

83 35743


and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of May 26, 1983, as Instrument No. 83-35142.

IN WITNESS WHEREOF, the undersigned has caused this Fourth Amendment And Supplement To Declaration Of Horizontal Property Ownership For Olde Mill Horizontal Property Regime to be executed the day and year first above written.

OLDE MILL, INC.

  
Robert A. Borns, President


ATTEST:

  
Sidney Mishkin,  
Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Borns and Sidney Mishkin, the President and Assistant Secretary, respectively, of Olde Mill, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of May, 1983.

  
Notary Public  
Printed: PAULA D. CALHOUN  
Residing in MARION County

MY COMMISSION EXPIRES:

11-12-82

This Instrument was prepared by Kenneth W. Maher, Attorney At Law.

83 35743

LAND DESCRIPTION OF  
ADDITIONAL TRACT IV

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast Corner of said quarter-quarter-section; thence south  $00^{\circ}13'58''$  East along line of said quarter-quarter-section (being also along the approximate centerline of Illinois Street) a distance of 1339.58 feet to the Southeast corner of said quarter-quarter-section; thence South  $89^{\circ}01'31''$  West along the South line of said quarter-quarter-section (being also along the North line of Illinois Highland Woods, the plat of which is recorded in Plat Book 19, page 55 in the Office of the Recorder of said County and also along the North line of Kenwood Forest, the plat of which is recorded in Plat Book 29, page 194 in said Office of the Recorder) a distance of 296.15 feet to the Southwest corner of Olde Mill horizontal Property Regime, Phase IV, recorded as Instrument 83-17998 in said Office of the Recorder, said point being the point of beginning of the herein described Phase V; thence continuing South  $89^{\circ}01'31''$  West along said South line (and along said north line of said Kenwood Forest and also along the north line of Richard Kazan's Subdivision, the plat of which is recorded in Plat Book 29, page 285 in said Office of the Recorder) a distance of 379.02 feet to the Southeast corner of Spring Mill Court, the plat of which is recorded in Plat Book 32, page 7 in said Office of the Recorder; thence North  $00^{\circ}06'21''$  East along the East line of said Spring Mill Court a distance of 175.70 feet; thence South  $90^{\circ}00'00''$  East 180.00 feet; thence North  $22^{\circ}38'35''$  East 149.54 feet to the Southwest corner of Olde Mill Horizontal Property Regime, Phase III, recorded as Instrument #83-04211 in said Office of the Recorder; thence South  $90^{\circ}00'00''$  East along the South line of said Olde Mill Horizontal Property Regime Phase III, a distance of 141.06 feet to the West line of said Olde Mill Horizontal Property Regime, Phase IV; thence south  $00^{\circ}00'00''$  West along said West line of Olde Mill Horizontal Property Regime, Phase IV, a distance of 307.27 feet to the point of beginning, containing 2.038 acres, more or less; subject to highways, rights-of-ways and easements.

83 35743

EXHIBIT "A"



DESCRIPTION OF BUILDING AND  
CONDOMINIUM UNITS

The Building on Additional Tract IV is identified and referred to in the Tract IV Plans as Building No. 7. Such Building is a one (1) story structure constructed of brick, stone and frame.

Building No. 7 contains a total of five (5) separate Condominium Units, which consist of the following:

Unit 7-1

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 7-2

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 7-3

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 7-4

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 7-5

Living Area - 2063 square feet  
Porch - 139 square feet  
Garage - 515 square feet  
(2 bedrooms, den and 2 1/2 baths)

83 35743

EXHIBIT "B"

DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	3.125
1-2	3.125
1-3	3.125
1-4	3.125
1-5	3.125
1-6	3.125
2-1	3.125
2-2	3.125
2-3	3.125
2-4	3.125
2-5	3.125
2-6	3.125
3-1	3.125
3-2	3.125
3-3	3.125
3-4	3.125
4-1	3.125
4-2	3.125
4-3	3.125
5-1	3.125
5-2	3.125
5-3	3.125
5-4	3.125
6-1	3.125
6-2	3.125
6-2	3.125
6-4	3.125
7-1	3.125
7-2	3.125
7-3	3.125
7-4	3.125
7-5	3.125

83 35743

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill, as provided in the Declaration.

EXHIBIT "C"

CROSS REFERENCE

83 40600

FIFTH AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

FILED

JUN 14 1983

73

12003  
*William G. Fisher*

1983  
CROSS REFERENCE

The Fifth Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Fifth Amendment and Supplement"), made this 14<sup>th</sup> day of  
June, 1983, by OLDE MILL, INC., An Indiana corporation (the  
"Declarant"),

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed a Declaration of Horizontal Property Ownership for Olde Mill Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 6th day of August, 1982, as Instrument No. 82-42714 (hereinafter referred to as the "Original Declaration") establishing and creating Olde Mill Horizontal Property Regime (hereinafter and in the Declaration referred to as "Olde Mill").

B. Declarant has heretofore executed and recorded the following Amendments and Supplements to the Original Declaration amending and supplementing the Original Declaration and expanding Olde Mill:

(i) First Amendment and Supplement dated October 26, 1982, recorded October 28, 1982, as Instrument No. 82-59949 in the Marion County Recorder's Office.

(ii) Second Amendment and Supplement dated January 14, 1983, recorded January 20, 1983 as Instrument No. 83-4212 in said Recorder's Office, as amended by an Amendment to Second Amendment and Supplement dated February 3, 1983 recorded as Instrument No. 83-07850 in said Recorder's Office.

(iii) Third Amendment and Supplement dated March 17, 1983, recorded March 22, 1983, as Instrument No. 83-17999 in the Marion County Recorder's Office.

(iv) Fourth Amendment and Supplement dated May 20, 1983, recorded May 26, 1983 as Instrument No. 83-35743 in the Marion County Recorder's Office.

(The Original Declaration as so amended and supplemented being herein referred to as the "Declaration").

C. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract V").

D. Additional Tract V constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the sixth phase of the general plan of development of the Real Estate as described in paragraph 22 of the Declaration into which Declarant has reserved the right to expand Olde Mill as provided in said paragraph 22 of the Declaration and the Act (as defined in the Declaration).

83 40600

RECEIVED FOR RECORD  
- BETH S. LAUSHLIN  
RECORDER - MARION CO.

JUN 14 11 19 AM '83

E. All conditions relating to the expansion of Olde Mill to include Additional Tract V and to the inclusion of Additional Tract V in Olde Mill have been met and satisfied and Declarant, by this Fifth Amendment and Supplement, desires to and hereby does expand Olde Mill to include Additional Tract V and to incorporate Additional Tract V in Olde Mill.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Fifth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract V and this Fifth Amendment and Supplement; provided, however, Additional Tract V shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definitions of "Plans" in the Declaration where appropriate shall now include the Tract V Plans defined in this Fifth Amendment and Supplement.

"Tract V Plans" as used herein means the floor and building plans of the Condominium Units on Additional Tract V, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Craig Mullins, a registered architect under date of June 10, 1983, and a site plan of Additional Tract V, Buildings and elevations of the Condominium Units thereon prepared by Midstates Engineering, Inc., certified by Sol C. Miller, a licensed professional engineer, under date of June 10, 1983, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract V and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract V, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Fifth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

83 40600

3. Description of Buildings. There are two (2) Building containing nine (9) Condominium Units on Additional Tract V as shown on the Tract V Plans. The Buildings are identified and referred to in the Tract V Plans and in this Fifth Amendment and Supplement as Buildings or Structures No. 8 and 9. A description of the Buildings located on Additional Tract V and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Fifth Amendment and Supplement, Olde Mill now consists of nine (9) Buildings containing forty-one (41) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the Condominium Units added to Olde Mill by this Fifth Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract V is identified on the Tract V Plans by a two (2) or three (3) digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract V Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".


5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Fifth Amendment and Supplement, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner or occupant and those claiming by, through or under him, and all such provisions shall be covenants running with the

land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract V Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Fifth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of June 14, 1983, as Instrument No. 83-40599.

IN WITNESS WHEREOF, the undersigned has caused this Fifth Amendment And Supplement To Declaration Of Horizontal Property Ownership For Olde Mill Horizontal Property Regime to be executed the day and year first above written.

OLDE MILL, INC.

  
Robert A. Borns, President


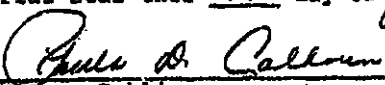
ATTEST:

  
Sidney Mishkin,  
Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Borns and Sidney Mishkin, the President and Assistant Secretary, respectively, of Olde Mill, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 14<sup>th</sup> day of June, 1983.

  
  
Notary Public  
Printed: Paula D. Callow  
Residing in Marion County

MY COMMISSION EXPIRES:

11-12-86

This Instrument was prepared by Kenneth W. Maher, Attorney At Law.

LAND DESCRIPTION OF  
ADDITIONAL TRACT V

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said quarter-quarter-section; thence South  $00^{\circ}13'58''$  East along the East line of said quarter-quarter-section (being also the approximate centerline of Illinois Street) a distance of 1339.58 feet to the Southeast corner of said quarter-quarter-section; thence South  $89^{\circ}01'31''$  West along the South line of said quarter-quarter-section (being also along the southerly line of Olde Mill H.P.R. Phase IV, recorded as Instrument #83-17998 in the Office of the Recorder of said County, and also along the southerly line of Olde Mille H.P.R. Phase V, recorded as Instrument #83-35742 in said Office of the Recorder) a distance of 675.17 feet to the Southeast corner of Spring Mill Court, the plat of which is recorded in Plat Book 32, page 7 in said Office of the Recorder; thence North  $00^{\circ}06'21''$  East along the East line of said Spring Mill Court a distance of 175.70 feet to the Northwesterly corner of said Olde Mill H.P.R. Phase V and the point of beginning of the herein described Phase VI; thence continuing North  $00^{\circ}06'21''$  East along said East line 411.84 feet; thence North  $90^{\circ}00'00''$  East 254.24 feet to the Westerly line of Olde Mill H.P.R. Phase II, recorded as Instrument #82-59948 in said Office of the Recorder; thence South  $24^{\circ}19'41''$  West along said Westerly line of said Olde Mill H.P.R. Phase II a distance of 42.30 feet to the Northwesterly corner of Olde Mill H.P.R. Phase III, recorded as Instrument #83-04211 in said Office of the Recorder; thence South  $00^{\circ}00'00''$  East along the West line of said Olde Mill H.P.R. Phase III a distance of 235.28 feet to the northerly line of said Olde Mill H.P.R. Phase V; thence the following two (2) courses being along said Northerly line of Phase V: (1) South  $22^{\circ}38'35''$  West 149.54 feet; (2) North  $90^{\circ}00'00''$  West 180.00 feet to the point of beginning, containing 2.159 acres, more or less; subject to highways rights-of-way and easements.

83 40800

EXHIBIT "A"

83 40800

DESCRIPTION OF BUILDINGS AND  
CONDOMINIUM UNITS

The Building on Additional Tract V are identified and referred to in the Tract V Plans as Buildings No. 8 and 9. Such Buildings are one (1) story structure constructed of brick, stone and frame.

Building No. 8 contains a total of four (4) separate Condominium Units, which consist of the following:

Unit 8-1

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 8-2

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 8-3

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 8-4

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Building No. 9 contains a total of five (5) separate Condominium Units, which consist of the following:

Unit 9-1

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedroom, den and 2 1/2 baths)

Unit 9-2

Living Area - 2183 square feet  
Garage - 525 square feet  
(2 bedroom, den and 2 1/2 baths)

Unit 9-3

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedroom and 2 baths)

Unit 9-4

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedroom and 2 baths)

Unit 9-5

Living Area - 2722 square feet  
Garage - 673 square feet  
(3 bedroom, den and 2 1/2 baths)



DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective  
Condominium Units in the Common Areas and Limited Areas are now as  
follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	2.439
1-2	2.439
1-3	2.439
1-4	2.439
1-5	2.439
1-6	2.439
2-1	2.439
2-2	2.439
2-3	2.439
2-4	2.439
2-5	2.439
2-6	2.439
3-1	2.439
3-2	2.439
3-3	2.439
3-4	2.439
4-1	2.439
4-2	2.439
4-3	2.439
5-1	2.439
5-2	2.439
5-3	2.439
5-4	2.439
6-1	2.439
6-2	2.439
6-3	2.439
6-4	2.439
7-1	2.439
7-2	2.439
7-3	2.439
7-4	2.439
7-5	2.439
8-1	2.439
8-2	2.439
8-3	2.439
8-4	2.439
9-1	2.439
9-2	2.439
9-3	2.439
9-4	2.439
9-5	2.439

Such Percentage Interests are subject to adjustment and  
alteration, upon expansion of Olde Mill, as provided in the  
Declaration.

83 40600

EXHIBIT "C"

CROSS REFERENCE

83 58685

SIXTH AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

CROSS REFERENCE

1400

The Sixth Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Sixth Amendment and Supplement"), made this 17<sup>th</sup> day of  
August, 1983, by OLDE MILL, INC., An Indiana corporation (the  
"Declarant").

FILED  
AUG 17 1983  
01730

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed  
a Declaration of Horizontal Property Ownership for Olde Mill  
Horizontal Property Regime, which was recorded in the office  
of the Recorder of Marion County, Indiana, on the 6th day of  
August, 1982, as Instrument No. 82-42714 (hereinafter  
referred to as the "Original Declaration") establishing and  
creating Olde Mill Horizontal Property Regime (hereinafter  
and in the Declaration referred to as "Olde Mill").

B. Declarant has heretofore executed and recorded the  
following Amendments and Supplements to the Original  
Declaration amending and supplementing the Original  
Declaration and expanding Olde Mill:

(i) First Amendment and Supplement dated  
October 26, 1982, recorded October 28, 1982 as  
Instrument No. 82-59949 in the Marion County  
Recorder's Office.

(ii) Second Amendment and Supplement dated  
January 14, 1983, recorded January 20, 1983 as  
Instrument No. 83-4212 in said Recorder's Office, as  
amended by an Amendment to Second Amendment and  
Supplement dated February 3, 1983 recorded as  
Instrument No. 83-07850 in said Recorder's Office.

(iii) Third Amendment and Supplement dated March  
17, 1983, recorded March 22, 1983, as Instrument No.  
83-17999 in the Marion County Recorder's Office.

(iv) Fourth Amendment and Supplement dated May 20,  
1983, recorded May 26, 1983 as Instrument No. 83-35743  
in the Marion County Recorder's Office.

(v) Fifth Amendment and Supplement dated June 14,  
1983, recorded June 14, 1983 as Instrument No. 83-40600  
in said Recorder's Office, as amended by an Amendment to  
Fifth Amendment and Supplement dated August 4, 1983,  
recorded August 4, 1983 as Instrument No. 83-07850 in  
said Recorder's Office.

(The Original Declaration as so amended and supplemented,  
being herein referred to as the "Declaration").

C. Declarant is the sole owner of the fee simple title  
to that certain parcel of real estate located in Marion  
County, Indiana, which is more particularly described in  
Exhibit "A" attached hereto and hereby made a part hereof by  
this reference (hereinafter referred to as "Additional Tract  
VI").

83 58685

D. Additional Tract VI constitutes a portion of the  
Real Estate (as defined in the Declaration) and constitutes  
the seventh phase of the general plan of development of the  
Real Estate as described in paragraph 22 of the Declaration  
into which Declarant has reserved the right to expand Olde  
Mill as provided in said paragraph 22 of the Declaration and  
the Act (as defined in the Declaration).

RECEIVED FOR RECORD  
BETH OLAUCHLIN  
RECORDER-MARION CO.  
Aug 17 3 30 PM '83

E. All conditions relating to the expansion of Olde Mill to include Additional Tract VI and to the inclusion of Additional Tract VI in Olde Mill have been met and satisfied and Declarant, by this Sixth Amendment and Supplement, desires to and hereby does expand Olde Mill to include Additional Tract VI and to incorporate Additional Tract VI in Olde Mill.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Sixth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract VI and this Sixth Amendment and Supplement; provided, however, Additional Tract VI shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definitions of "Plans" in the Declaration where appropriate shall now include the Tract VI Plans defined in this Sixth Amendment and Supplement.

"Tract VI Plans" as used herein means the floor and building plans of the Condominium Units on Additional Tract VI, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Craig Mullins, a registered architect under date of August 5, 1983, and a site plan of Additional Tract VI, Buildings and elevations of the Condominium Units thereon prepared by Midstates Engineering, Inc., certified by Sol C. Miller, a licensed professional engineer, under date of August 5, 1983, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract VI and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract VI, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Sixth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

83 58685

3. Description of Buildings. There are three (3) Buildings containing seven (7) Condominium Units on Additional Tract VI as shown on the Tract VI Plans. The Buildings are identified and referred to in the Tract VI Plans and in this Sixth Amendment and Supplement as Buildings or Structures No. 10, 11 and 12. A description of the Buildings located on Additional Tract VI and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Sixth Amendment and Supplement, Olde Mill now consists of twelve (12) Buildings containing forty-eight (48) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the Condominium Units added to Olde Mill by this Sixth Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract VI is identified on the Tract VI Plans by a two (2) or three (3) digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract VI Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Sixth Amendment and Supplement, the Declaration, the Act, the By-Laws and any rules and regulations adopted pursuant thereto, as each may be amended from time to time, are accepted and ratified by such Owner or occupant and those claiming by, through or under him, and all such provisions shall be covenants running with the

land and shall bind any person having at any time any interest or estate in a Condominium Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage, lease thereof or other instrument or document relating thereto.

6. Floor Plans. The Tract VI Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Sixth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of August 17<sup>th</sup>, 1983, as Instrument No. 83-58684.

IN WITNESS WHEREOF, the undersigned has caused this Sixth Amendment And Supplement To Declaration Of Horizontal Property Ownership For Olde Mill Horizontal Property Regime to be executed the day and year first above written.

OLDE MILL, INC.

Robert A. Bofns  
Robert A. Bofns, President

ATTEST:

Sidney Mishkin  
Sidney Mishkin,  
Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Bofns and Sidney Mishkin, the President and Assistant Secretary, respectively, of Olde Mill, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 17<sup>th</sup> day of August, 1983.

Carol P. Byers  
Notary Public  
Printed: Carol P. Byers  
Residing in Marion County

MY COMMISSION EXPIRES:

May 17, 1987

This Instrument was prepared by Teresa J. Winchester, Attorney At Law.

LAND DESCRIPTION OF  
ADDITIONAL TRACT VI

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said quarter-quarter-section; thence South  $00^{\circ}13'58''$  East along the East line of said quarter-quarter-section (being also the approximate centerline of Illinois Street) a distance of 1339.58 feet to the Southeast corner of said quarter-quarter-section; thence South  $89^{\circ}01'31''$  West along the South line of said quarter-quarter-section (being also along the Southerly line of Olde Mill H.P.R. Phase IV, recorded as Instrument #83-17998 in the Office of the Recorder of said County, and also along the Southerly line of Olde Mill H.P.R. Phase V, recorded as Instrument #83-35742 in said Office of the Recorder) a distance of 675.17 feet to the Southeast corner of Spring Mill Court, the plat of which is recorded in Plat Book 32, page 7 in said Office of the Recorder; thence North  $00^{\circ}06'21''$  East along the East line of said Spring Mill Court a distance of 587.54 feet to the Northwesterly corner of Olde Mill H.P.R. Phase VI, recorded as Instrument #83-40599 in said Office of the Recorder and the point of beginning of the herein described Phase VII; thence continuing North  $00^{\circ}06'21''$  East along said East line 80.55 feet; thence North  $44^{\circ}16'27''$  East 62.47 feet; thence North  $00^{\circ}00'00''$  East 180.38 feet; thence South  $90^{\circ}00'00''$  East 332.56 feet to the Westerly line of Olde Mill H.P.R. Phase I, recorded as Instrument #82-42713 in said Office of the Recorder; thence South  $10^{\circ}59'15''$  East along said Westerly line 217.70 feet to the Northerly line of Olde Mill H.P.R. Phase II, recorded as Instrument #82-59948 in said Office of the Recorder; thence the following two courses being along the Northerly and Westerly lines of said Phase II: (1) North  $90^{\circ}00'00''$  West 122.00 feet; (2) South  $24^{\circ}19'41''$  West 100.92 feet; thence North  $90^{\circ}00'00''$  West 254.24 feet to the point of beginning, containing 2.325 acres, more or less; subject to highways, rights-of-way and easements.

83 58685

EXHIBIT "A"

DESCRIPTION OF BUILDINGS AND  
CONDOMINIUM UNITS

The Buildings on Additional Tract VI are identified and referred to in the Tract VI Plans as Buildings No. 10, 11 and 12. Such Buildings are one (1) story structure constructed of brick, stone and frame.

Building No. 10 contains a total of two (2) separate Condominium Units, which consist of the following:

Unit 10-1

Living Area - 2587 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/2 baths)

Unit 10-2

Living Area - 2587 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/2 baths)

Building No. 11 contains a total of three (3) separate Condominium Units, which consist of the following:

Unit 11-1

Living Area - 2587 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/2 baths)

Unit 11-2

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 11-3

Living Area - 2787 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/2 baths)

Building No. 12 contains a total of two (2) separate Condominium Units, which consist of the following:

Unit 12-1

Living Area - 2587 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/2 baths)

Unit 12-2

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

83 58685

EXHIBIT "B"

DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	2.083
1-2	2.083
1-3	2.083
1-4	2.083
1-5	2.083
1-6	2.083
2-1	2.083
2-2	2.083
2-3	2.083
2-4	2.083
2-5	2.083
2-6	2.083
3-1	2.083
3-2	2.083
3-3	2.083
3-4	2.083
4-1	2.083
4-2	2.083
4-3	2.083
5-1	2.083
5-2	2.083
5-3	2.083
5-4	2.083
6-1	2.083
6-2	2.083
6-3	2.083
6-4	2.083
7-1	2.083
7-2	2.083
7-3	2.083
7-4	2.083
7-5	2.083
8-1	2.083
8-2	2.083
8-3	2.083
8-4	2.083
9-1	2.083
9-2	2.083
9-3	2.083
9-4	2.083
9-5	2.083
10-1	2.083
10-2	2.083
11-1	2.083
11-2	2.083
11-3	2.083
12-1	2.083
12-2	2.083

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill, as provided in the Declaration.

83 58685

EXHIBIT "C"



CROSS REFERENCE

CROSS REFERENCE

83 68505

FILED 1700

SEVENTH AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

SEP 19 1983

20/96  
MARION COUNTY AUDITOR

The Seventh Amendment And Supplement To Declaration Of Horizontal Property Ownership For Olde Mill Horizontal Property Regime ("Seventh Amendment and Supplement"), made this 14<sup>th</sup> day of September, 1983, by OLDE MILL, INC., An Indiana corporation (the "Declarant"),

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed a Declaration of Horizontal Property Ownership for Olde Mill Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 6th day of August, 1982, as Instrument No. 82-42714 (hereinafter referred to as the "Original Declaration") establishing and creating Olde Mill Horizontal Property Regime (hereinafter and in the Declaration referred to as "Olde Mill").

B. Declarant has heretofore executed and recorded the following Amendments and Supplements to the Original Declaration amending and supplementing the Original Declaration and expanding Olde Mill:

(i) First Amendment and Supplement dated October 26, 1982, recorded October 28, 1982 as Instrument No. 82-59949 in the Marion County Recorder's Office.

(ii) Second Amendment and Supplement dated January 14, 1983, recorded January 20, 1983 as Instrument No. 83-4212 in said Recorder's Office, as amended by an Amendment to Second Amendment and Supplement dated February 3, 1983 recorded as Instrument No. 83-07850 in said Recorder's Office.

(iii) Third Amendment and Supplement dated March 17, 1983, recorded March 22, 1983, as Instrument No. 83-17999 in the Marion County Recorder's Office.

(iv) Fourth Amendment and Supplement dated May 20, 1983, recorded May 26, 1983 as Instrument No. 83-35743 in the Marion County Recorder's Office.

(v) Fifth Amendment and Supplement dated June 14, 1983, recorded June 14, 1983 as Instrument No. 83-40600 in said Recorder's Office, as amended by an Amendment to Fifth Amendment and Supplement dated August 4, 1983, recorded August 4, 1983 as Instrument No. 83-07850 in said Recorder's Office.

(vi) Sixth Amendment and Supplement dated August 17, 1983, recorded August 17, 1983 as Instrument No. 83-58685 in the Marion County Recorder's Office.

(The Original Declaration as so amended and supplemented being herein referred to as the "Declaration").

C. Declarant is the sole owner of the fee simple title

83 68505

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

SEP 20 9 11 AM '83

to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract VII").

D. Additional Tract VII constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the eighth phase of the general plan of development of the Real Estate as described in paragraph 22 of the Declaration into which Declarant has reserved the right to expand Olde Mill as provided in said paragraph 22 of the Declaration and the Act (as defined in the Declaration).

E. All conditions relating to the expansion of Olde Mill to include Additional Tract VII and to the inclusion of Additional Tract VII in Olde Mill have been met and satisfied and Declarant, by this Seventh Amendment and Supplement, desires to and hereby does expand Olde Mill to include Additional Tract VII and to incorporate Additional Tract VII in Olde Mill.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Seventh Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract VII and this Seventh Amendment and Supplement; provided, however, Additional Tract VII shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definitions of "Plans" in the Declaration where appropriate shall now include the Tract VII Plans defined in this Seventh Amendment and Supplement.

"Tract VII Plans" as used herein means the floor and building plans of the Condominium Units on Additional Tract VII, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Craig Mullins, a registered architect under date of September 12<sup>th</sup>, 1983, and a site plan of Additional Tract VII, Buildings and elevations of the Condominium Units thereon prepared by Midstates Engineering, Inc., certified by Sol C. Miller, a licensed professional engineer, under date of September 9<sup>th</sup>, 1983, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract VII and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon

shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract VII, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Seventh Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There are three (3) Buildings containing eleven (11) Condominium Units on Additional Tract VII as shown on the Tract VII Plans. The Buildings are identified and referred to in the Tract VII Plans and in this Seventh Amendment and Supplement as Buildings or Structures No. 13, 14 and 15. A description of the Buildings located on Additional Tract VII and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Seventh Amendment and Supplement, Olde Mill now consists of fifteen (15) Buildings containing fifty-nine (59) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the Condominium Units added to Olde Mill by this Seventh Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract VII is identified on the Tract VII Plans by a two (2) or three (3) digit arabic number. The legal

83 68505


description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract VII Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

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

6. Floor Plans. The Tract VII Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Seventh Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of September 20, 1983, as Instrument No. 83-68504.

IN WITNESS WHEREOF, the undersigned has caused this Seventh Amendment And Supplement To Declaration Of Horizontal Property Ownership For Olde Mill Horizontal Property Regime to be executed the day and year first above written.

OLDE MILL, INC.

  
Robert A. Borns, President

ATTEST:

  
Sidney Wishkin  
Assistant Secretary

83 68505

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Robert A. Borns and Sidney Mishkin, the President and Assistant Secretary, respectively, of Olde Mill, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 14<sup>th</sup> day of September, 1983.

Carol P. Byers  
Notary Public  
Printed: Carol P. Byers  
Residing in marion County

MY COMMISSION EXPIRES:

May 17, 1987

This Instrument was prepared by Teresa J. Winchester, Attorney At Law.

83 68505

LAND DESCRIPTION OF  
ADDITIONAL TRACT VII

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said quarter-quarter-section; thence South  $00^{\circ}13'58''$  East along the East line of said quarter-quarter-section (being also the approximate centerline of Illinois Street) a distance of 1339.58 feet to the Southeast corner of said quarter-quarter-section; thence South  $89^{\circ}01'31''$  West along the South line of said quarter-quarter-section (being also along the Southerly line of Olde Mill H.P.R. Phase IV, recorded as Instrument #83-17998 in the Office of the Recorder of said County, and also along the Southerly line of Olde Mill H.P.R. Phase V, recorded as Instrument #83-35742 in said Office of the Recorder) a distance of 675.17 feet to the Southeast corner of Spring Mill Court, the plat of which is recorded in Plat Book 32, page 7 in said Office of the Recorder; thence North  $00^{\circ}06'21''$  East along the East line of said Spring Mill Court a distance of 668.09 feet to the Northeast corner of said Spring Mill Court Subdivision, said point being the point of beginning of the herein described real estate; thence South  $88^{\circ}50'40''$  West along the North line of said Spring Mill Court Subdivision and along the North line of a tract conveyed to James F. and Betty Bower Gipe by a Warranty Deed recorded in Volume 1430, page 413 in said Office of the Recorder a distance of 676.26 feet to the West line of said quarter-quarter-section; thence North  $00^{\circ}01'09''$  West along said West line 207.56 feet; thence South  $90^{\circ}00'00''$  East 215.00 feet; thence North  $45^{\circ}00'00''$  East 44.11 feet; thence South  $90^{\circ}00'00''$  East 473.60 feet to the Northwesterly corner of Olde Mill H.P.R. Phase VII, recorded as Instrument #83-58684 in said Office of the Recorder; thence the following two courses being along the Westerly line of said Phase VII: (1) South  $00^{\circ}00'00''$  West 180.38 feet; (2) South  $12^{\circ}16'27''$  West 62.47 feet to the point of beginning, containing 3.638 acres, more or less, subject to highways, rights-of-way and easements.

83 68505

EXHIBIT "A"

DESCRIPTION OF BUILDINGS AND  
CONDOMINIUM UNITS

The Buildings on Additional Tract VII are identified and referred to in the Tract VI Plans as Buildings No. 13, 14 and 15. Such Buildings are one (1) story structure constructed of brick, stone and frame.

Building No. 13 contains a total of four (4) separate Condominium Units, which consist of the following:

Unit 13-1

Living Area - 3459 square feet  
Garage - 551 square feet  
(3 bedrooms, den and 3 baths)

Unit 13-2

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 baths)

Unit 13-3

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 13-4

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Building No. 14 contains a total of four (4) separate Condominium Units, which consist of the following:

Unit 14-1

Living Area - 2823 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/2 baths)

Unit 14-2

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 14-3

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 14-4

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

83 68505

Building No. 15 contains a total of three (3) separate  
Condominium Units, which consist of the following:

Unit 15-1

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 15-2

Living Area - 1871 square feet  
Garage - 425 square feet  
(2 bedrooms, and 2 baths)

Unit 15-3

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

83 68505



DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	1.695
1-2	1.695
1-3	1.695
1-4	1.695
1-5	1.695
1-6	1.695
2-1	1.695
2-2	1.695
2-3	1.695
2-4	1.695
2-5	1.695
2-6	1.695
3-1	1.695
3-2	1.695
3-3	1.695
3-4	1.695
4-1	1.695
4-2	1.695
4-3	1.695
5-1	1.695
5-2	1.695
5-3	1.695
5-4	1.695
6-1	1.695
6-2	1.695
6-3	1.695
6-4	1.695
7-1	1.695
7-2	1.695
7-3	1.695
7-4	1.695
7-5	1.695
8-1	1.695
8-2	1.695
8-3	1.695
8-4	1.695
9-1	1.695
9-2	1.695
9-3	1.695
9-4	1.695
9-5	1.695
10-1	1.695
10-2	1.695
11-1	1.695
11-2	1.695
11-3	1.695
12-1	1.695
12-2	1.695
13-1	1.695
13-2	1.695
13-3	1.695
13-4	1.695
14-1	1.695
14-2	1.695
14-3	1.695
14-4	1.695
15-1	1.695
15-2	1.695
15-3	1.695

63 68505

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olds Mill, as provided in the Declaration.

EXHIBIT 'C'

CROSS REFERENCE

830093580

CROSS REFERENCE

INDEPENDENT  
FURNITURE  
DEC 21 1983 028887  
COUNTY AUDITOR

EIGHTH AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

The Eighth Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Eighth Amendment and Supplement"), made this 20<sup>th</sup> day of  
December, 1983, by OLDE MILL, INC., an Indiana corporation (the  
"Declarant"),

*Z. L. ...*  
1550

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed a Declaration of Horizontal Property Ownership for Olde Mill Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 6th day of August, 1982, as Instrument No. 82-42714 (hereinafter referred to as the "Original Declaration") establishing and creating Olde Mill Horizontal Property Regime (hereinafter and in the Declaration referred to as "Olde Mill").

B. Declarant has heretofore executed and recorded the following Amendments and Supplements to the Original Declaration amending and supplementing the Original Declaration and expanding Olde Mill:

(i) First Amendment and Supplement dated October 26, 1982, recorded October 28, 1982 as Instrument No. 82-59949 in the Marion County Recorder's Office.

(ii) Second Amendment and Supplement dated January 14, 1983, recorded January 20, 1983 as Instrument No. 83-4212 in said Recorder's Office, as amended by an Amendment to Second Amendment and Supplement dated February 3, 1983 recorded as Instrument No. 83-07850 in said Recorder's Office.

(iii) Third Amendment and Supplement dated March 17, 1983, recorded March 22, 1983, as Instrument No. 83-17999 in the Marion County Recorder's Office.

(iv) Fourth Amendment and Supplement dated May 20, 1983, recorded May 26, 1983 as Instrument No. 83-35743 in the Marion County Recorder's Office.

(v) Fifth Amendment and Supplement dated June 14, 1983, recorded June 14, 1983 as Instrument No. 83-40600 in said Recorder's Office, as amended by an Amendment to Fifth Amendment and Supplement dated August 4, 1983, recorded August 4, 1983 as Instrument No. 83-07850 in said Recorder's Office.

(vi) Sixth Amendment and Supplement dated August 17, 1983, recorded August 17, 1983 as Instrument No. 83-58685 in the Marion County Recorder's Office.

(vii) Seventh Amendment and Supplement dated September 14, 1983, recorded September 20, 1983 as Instrument No. 83-68505 in the Marion County Recorder's office.

(The Original Declaration as so amended and supplemented being herein referred to as the "Declaration").

C. Declarant is the sole owner of the fee simple title

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

Dec 21 3 44 PM '83

to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract VIII").

D. Additional Tract VIII constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the ninth phase of the general plan of development of the Real Estate as described in paragraph 22 of the Declaration into which Declarant has reserved the right to expand Olde Mill as provided in said paragraph 22 of the Declaration and the Act (as defined in the Declaration).

E. All conditions relating to the expansion of Olde Mill to include Additional Tract VIII and to the inclusion of Additional Tract VIII in Olde Mill have been met and satisfied and Declarant, by this Eighth Amendment and Supplement, desires to and hereby does expand Olde Mill to include Additional Tract VIII and to incorporate Additional Tract VIII in Olde Mill.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Eighth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract VIII and this Eighth Amendment and Supplement; provided, however, Additional Tract VIII shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definitions of "Plans" in the Declaration where appropriate shall now include the Tract VIII Plans defined in this Eighth Amendment and Supplement.

"Tract VIII Plans" as used herein means the floor and building plans of the Condominium Units on Additional Tract VIII, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Craig Mullins, a registered architect under date of December 20, 1983, and a site plan of Additional Tract VIII, Buildings and elevations of the Condominium Units thereon prepared by Midstates Engineering, Inc., certified by Steven A. Wood, a licensed professional engineer, under date of December 20, 1983, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract VIII and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon

shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract VIII, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Eighth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There is one (1) Building containing five (5) Condominium Units on Additional Tract VIII as shown on the Tract VIII Plans. The Buildings are identified and referred to in the Tract VIII Plans and in this Eighth Amendment and Supplement as Building or Structure No. 16. A description of the Building located on Additional Tract VIII and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Eighth Amendment and Supplement, Olde Mill now consists of sixteen (16) Buildings containing sixty-four (64) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the Condominium Units added to Olde Mill by this Eighth Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract VIII is identified on the Tract VIII Plans by a two (2) or three (3) digit arabic number. The legal

83 93580

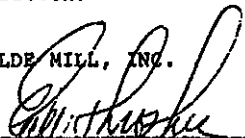
description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract VIII Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

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

6. Floor Plans. The Tract VIII Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Eighth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of December 21, 1983, as Instrument No. 83- 93579.

IN WITNESS WHEREOF, the undersigned has caused this Eighth Amendment And Supplement To Declaration Of Horizontal Property Ownership For Olde Mill Horizontal Property Regime to be executed the day and year first above written.

OLDE MILL, INC.

  
Ewell Thrasher, Vice President

ATTEST:

  
Sidney Mishkin  
Assistant Secretary

83 93580

STATE OF INDIANA )  
                  )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Ewell Thrasher and Sidney Mishkin, the Vice President and Assistant Secretary, respectively, of Olde Mill, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 20<sup>th</sup> day of December, 1983.

Paul D. Calhoun  
Notary Public  
Printed: Paul D. Calhoun  
Residing in Marion County

MY COMMISSION EXPIRES:

11-12-86

This Instrument was prepared by Teresa J. Winchester, Attorney At Law.

LAND DESCRIPTION OF  
ADDITIONAL TRACT VIII

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said quarter-quarter-section; thence South 00°13'58" East along the East line of said quarter-quarter-section (being also the approximate centerline of Illinois Street) a distance of 1339.58 feet to the Southeast corner of said quarter-quarter-section; thence South 89°01'31" West along the South line of said quarter-quarter-section (being also along the Southerly line of Olde Mill H.P.R. Phase IV, recorded as Instrument #83-17998 in the Office of the Recorder of said County, and also along the Southerly line of Olde Mill H.P.R. Phase V, recorded as Instrument #83-35742 in said Office of the Recorder) a distance of 675.17 feet to the Southeast corner of Spring Mill Court, the plat of which is recorded in Plat Book 32, page 7 in the Office of the Recorder; thence North 00°06'21" East along the East line of said Spring Mill Court a distance of 668.09 feet to the Northeast corner of said Spring Mill Court Subdivision, said point being also on the Southerly line of Olde Mill H.P.R. Phase VIII, recorded as Instrument #83-68504 in the office of the Recorder of Marion County, Indiana; thence the following two (2) courses being along the Southerly and Westerly lines of said Phase VIII: (1) South 88°50'40" West along the North line of said Spring Mill Court Subdivision and along the North line of a tract conveyed to James F. and Betty Bowen Gipe by a Warranty Deed recorded in Volume 1430, page 413 in said office of the Recorder a distance of 676.26 feet to the West line of said quarter-quarter-section; (2) North 00°01'09" West along said West line 207.56 feet to the Northwesterly corner of said Phase VIII, said point being also the point of beginning of the herein described Phase IX; thence continuing North 00°01'09" West along said West line 276.19 feet; thence North 90°00'00" East 246.28 feet; thence South 00°00'00" East 245.00 feet; thence South 45°00'00" West 44.11 feet to the Northerly line of said Olde Mill H.P.R. Phase VIII; thence South 90°00'00" West along said Northerly line a distance of 215.00 feet to the point of beginning, containing 1.550 acres, more or less; subject to highways, rights-of-way and easements.

83 93580

EXHIBIT "A"

DESCRIPTION OF BUILDINGS AND  
CONDOMINIUM UNITS

The Building on Additional Tract VIII is identified and referred to in the Tract VIII Plans as Building No. 16. Such Building is a one (1) story structure constructed of brick, stone and frame.

Building No. 16 contains a total of five (5) separate Condominium Units, which consist of the following:

Unit 16-1

Living Area - 2587 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/2 baths)

Unit 16-2

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 16-3

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 16-4

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 16-5

Living Area - 2587 square feet  
Garage - 647 square feet  
(3 bedrooms, den and 2 1/2 baths)

83 93580

EXHIBIT "B"



DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	1.56
1-2	1.56
1-3	1.56
1-4	1.56
1-5	1.56
1-6	1.56
2-1	1.56
2-2	1.56
2-3	1.56
2-4	1.56
2-5	1.56
2-6	1.56
3-1	1.56
3-2	1.56
3-3	1.56
3-4	1.56
4-1	1.56
4-2	1.56
4-3	1.56
5-1	1.56
5-2	1.56
5-3	1.56
5-4	1.56
6-1	1.56
6-2	1.56
6-3	1.56
6-4	1.56
7-1	1.56
7-2	1.56
7-3	1.56
7-4	1.56
7-5	1.56
8-1	1.56
8-2	1.56
8-3	1.56
8-4	1.56
9-1	1.56
9-2	1.56
9-3	1.56
9-4	1.56
9-5	1.56
10-1	1.56
10-2	1.56
11-1	1.56
11-2	1.56
11-3	1.56
12-1	1.56
12-2	1.56
13-1	1.56
13-2	1.56
13-3	1.56
13-4	1.56
14-1	1.56
14-2	1.56
14-3	1.56
14-4	1.56
15-1	1.56
15-2	1.56
15-3	1.56
16-1	1.56
16-2	1.56
16-3	1.56
16-4	1.56
16-5	1.56

83 93580

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill, as provided in the Declaration.

840014642

NINTH AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

RECORDED  
FOR TAXATION  
FEB 24 04 00 43 27  
COUNTY AUDITOR  
*Henry E. Sudman*

CROSS REFERENCE

CROSS REFERENCE

The Ninth Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Ninth Amendment and Supplement"), made this 15<sup>th</sup> day of  
February, 1984, by OLDE MILL, INC., an Indiana corporation (the  
"Declarant"),

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed  
a Declaration of Horizontal Property Ownership for Olde Mill  
Horizontal Property Regime, which was recorded in the office  
of the Recorder of Marion County, Indiana, on the 6th day of  
August, 1982, as Instrument No. 82-42714 (hereinafter  
referred to as the "Original Declaration") establishing and  
creating Olde Mill Horizontal Property Regime (hereinafter  
and in the Declaration referred to as "Olde Mill").

B. Declarant has heretofore executed and recorded the  
following Amendments and Supplements to the Original  
Declaration amending and supplementing the Original  
Declaration and expanding Olde Mill:

(i) First Amendment and Supplement dated  
October 26, 1982, recorded October 28, 1982 as  
Instrument No. 82-59949 in the Marion County  
Recorder's Office.

(ii) Second Amendment and Supplement dated  
January 14, 1983, recorded January 20, 1983 as  
Instrument No. 83-4212 in said Recorder's Office, as  
amended by an Amendment to Second Amendment and  
Supplement dated February 3, 1983 recorded as  
Instrument No. 83-07850 in said Recorder's Office.

(iii) Third Amendment and Supplement dated March 17,  
1983, recorded March 22, 1983, as Instrument No.  
83-17999 in the Marion County Recorder's Office.

(iv) Fourth Amendment and Supplement dated May 20,  
1983, recorded May 26, 1983 as Instrument No. 83-35743  
in the Marion County Recorder's Office.

(v) Fifth Amendment and Supplement dated June 14,  
1983, recorded June 14, 1983 as Instrument No. 83-40600  
in said Recorder's Office, as amended by an Amendment to  
Fifth Amendment and Supplement dated August 4, 1983,  
recorded August 4, 1983 as Instrument No. 83-07850 in  
said Recorder's Office.

(vi) Sixth Amendment and Supplement dated August  
17, 1983, recorded August 17, 1983 as Instrument No.  
83-58685 in the Marion County Recorder's Office.

(vii) Seventh Amendment and Supplement dated  
September 14, 1983, recorded September 20, 1983 as  
Instrument No. 83-68505 in the Marion County Recorder's

RECEIVED FOR RECORD  
BETH O'LEIGH  
RECORDER-MARION CO.  
FEB 24 3 47 PM '84

office.

(viii) Eighth Amendment and Supplement dated December 20, 1983 recorded December 21, 1983 as Instrument No. 83-93580 in the Marion County Recorder's Office.

(The Original Declaration as so amended and supplemented being herein referred to as the "Declaration").

C. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract IX").

D. Additional Tract IX constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the tenth phase of the general plan of development of the Real Estate as described in paragraph 22 of the Declaration into which Declarant has reserved the right to expand Olde Mill as provided in said paragraph 22 of the Declaration and the Act (as defined in the Declaration).

E. All conditions relating to the expansion of Olde Mill to include Additional Tract IX and to the inclusion of Additional Tract IX in Olde Mill have been met and satisfied and Declarant, by this Ninth Amendment and Supplement, desires to and hereby does expand Olde Mill to include Additional Tract IX and to incorporate Additional Tract IX in Olde Mill.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Ninth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract IX and this Ninth Amendment and Supplement; provided, however, Additional Tract IX shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definitions of "Plans" in the Declaration where appropriate shall now include the Tract IX Plans defined in this Ninth Amendment and Supplement.

"Tract IX Plans" as used herein means the floor and building plans of the Condominium Units on Additional Tract IX, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Craig Mullins, a registered architect under date of February 17<sup>th</sup>, 1984, and a site plan of Additional Tract IX, Buildings and elevations of the Condominium Units thereon prepared by Midstates Engineering, Inc., certified by Sol C. Miller, a licensed

84014542

professional engineer, under date of February 17, 1984, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract IX and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract IX, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Tenth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There are two (2) Buildings containing seven (7) Condominium Units on Additional Tract IX as shown on the Tract IX Plans. The Buildings are identified and referred to in the Tract IX Plans and in this Ninth Amendment and Supplement as Building(s) or Structures No. 17 and 18. A description of the Building(s) located on Additional Tract IX and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Ninth Amendment and Supplement, Olde Mill now consists of eighteen (18) Buildings containing seventy-one (71) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the

84014642

Condominium Units added to Olde Mill by this Ninth Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part hereof by this reference. Each Condominium Unit on Additional Tract XI is identified on the Tract XI Plans by a two (2) or three (3) digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract IX Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

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

6. Floor Plans. The Tract IX Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Ninth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of February 24, 1984, as Instrument No. 84- 14641. 84014642

IN WITNESS WHEREOF, the undersigned has caused this Ninth Amendment And Supplement To Declaration Of Horizontal Property

Ownership For Olde Mill Horizontal Property Regime to be executed the day and year first above written.

OLDE MILL, INC.

Ewell Thrasher  
Ewell Thrasher, Vice President

ATTEST:

Sidney Mishkin  
Sidney Mishkin  
Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Ewell Thrasher and Sidney Mishkin, the Vice President and Assistant Secretary, respectively, of Olde Mill, Inc., an Indiana corporation, who acknowledged the execution of the above and foregoing instrument for and on behalf of said corporation.

WITNESS my hand and Notarial Seal this 15<sup>th</sup> day of February, 1984.

Paula D. Caldwell  
Notary Public  
Printed: Paula D. Caldwell  
Residing in Marion County

MY COMMISSION EXPIRES:

11-12-86

This Instrument was prepared by Teresa J. Winchester, Attorney At Law.

84014642

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Beginning at the Northwest corner of said Quarter-Quarter Section; thence along the North line thereof North 88°41'54" East 428.95 feet; thence South 00°00'00" West 198.88 feet; thence South 45°00'00" East 21.21 feet; thence South 00°00'00" West 39.00 feet; thence South 45°00'00" West 29.50 feet; thence North 90°00'00" West 40.00 feet; thence South 14°18'11" West 168.52 feet to the North line of Olde Mill H.P.R. Phase VIII, recorded as Instrument #83-68504 in the Office of the Recorder of Marion County, Indiana; thence North 90°00'00" West along the North line of said Phase VIII a distance of 95.00 feet to the Easterly line of Olde Mill H.P.R. Phase IX, recorded as Instrument #83-93579 in said Office of the Recorder; thence North 00°00'00" West along said Easterly line of Phase IX a distance of 245.00 feet to the Northeast corner of said Phase IX; thence North 90°00'00" West along the north line of said Phase IX a distance of 246.28 feet to the West line of said Quarter-Quarter-Section; thence North 00°01'09" West along said West line 182.30 feet to the point of beginning, containing 2.637 acres, more or less; subject to highways, rights-of-way and easements:

84014642

EXHIBIT "A"

DESCRIPTION OF BUILDINGS AND  
CONDOMINIUM UNITS

The Building on Additional Tract IX is identified and referred to in the Tract IX Plans as Buildings No. 17 and 18. Such Building is a one (1) story structure constructed of brick, stone and frame.

Building No. 17 contains a total of three (3) separate Condominium Units, which consist of the following:

Unit 17-1

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 17-2

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 17-3

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Building No. 18 contains a total of four (4) separate Condominium Units, which consist of the following:

Unit 18-1

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 18-2

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 18-3

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms, 2 baths)

Unit 18-4

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

84014642

EXHIBIT "B"



DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective  
Condominium Units in the Common Areas and Limited Areas are now as  
follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	1.41
1-2	1.41
1-3	1.41
1-4	1.41
1-5	1.41
1-6	1.41
2-1	1.41
2-2	1.41
2-3	1.41
2-4	1.41
2-5	1.41
2-5	1.41
3-1	1.41
3-2	1.41
3-3	1.41
3-4	1.41
4-1	1.41
4-2	1.41
4-3	1.41
5-1	1.41
5-2	1.41
5-3	1.41
5-4	1.41
6-1	1.41
6-2	1.41
6-3	1.41
6-4	1.41
7-1	1.41
7-2	1.41
7-3	1.41
7-4	1.41
7-5	1.41
8-1	1.41
8-2	1.41
8-3	1.41
8-4	1.41
9-1	1.41
9-2	1.41
9-3	1.41
9-4	1.41
9-5	1.41
10-1	1.41
10-2	1.41
11-1	1.41
11-2	1.41
11-3	1.41
12-1	1.41
12-2	1.41
13-1	1.41
13-2	1.41
13-3	1.41
13-4	1.41
14-1	1.41
14-2	1.41
14-3	1.41
14-4	1.41
15-1	1.41
15-2	1.41
15-3	1.41
16-1	1.41
16-2	1.41
16-3	1.41

84014642

16-4	1.41
16-5	1.41
17-1	1.41
17-2	1.41
17-3	1.41
18-1	1.41
18-2	1.41
18-3	1.41
18-4	1.41

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill, as provided in the Declaration.

84014642

840025384

TENTH AMENDMENT AND SUPPLEMENT  
TO DECLARATION OF HORIZONTAL PROPERTY  
OWNERSHIP FOR OLDE MILL  
HORIZONTAL PROPERTY REGIME

DO NOT ENTERED  
FOR RECORDED

APR 6 007628

COUNTY AUDITOR

*Henry S. Fisher*

CROSS REFERENCE

CROSS REFERENCE

The Tenth Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Tenth Amendment and Supplement"), made this 6<sup>TH</sup> day of  
April, 1984, by OLDE MILL, INC., an Indiana corporation (the  
"Declarant"),

WITNESSETH

WHEREAS, the following facts are true:

A. Declarant, on the 4th day of August, 1982, executed a Declaration of Horizontal Property Ownership for Olde Mill Horizontal Property Regime, which was recorded in the office of the Recorder of Marion County, Indiana, on the 6th day of August, 1982, as Instrument No. 82-42714 (hereinafter referred to as the "Original Declaration") establishing and creating Olde Mill Horizontal Property Regime (hereinafter and in the Declaration referred to as "Olde Mill").

B. Declarant has heretofore executed and recorded the following Amendments and Supplements to the Original Declaration amending and supplementing the Original Declaration and expanding Olde Mill:

(i) First Amendment and Supplement dated October 26, 1982, recorded October 28, 1982 as Instrument No. 82-59949 in the Marion County Recorder's Office.

(ii) Second Amendment and Supplement dated January 14, 1983, recorded January 20, 1983 as Instrument No. 83-4212 in said Recorder's Office, as amended by an Amendment to Second Amendment and Supplement dated February 3, 1983 recorded as Instrument No. 83-07850 in said Recorder's Office.

(iii) Third Amendment and Supplement dated March 17, 1983, recorded March 22, 1983, as Instrument No. 83-17999 in the Marion County Recorder's Office.

(iv) Fourth Amendment and Supplement dated May 20, 1983, recorded May 26, 1983 as Instrument No. 83-35743 in the Marion County Recorder's Office.

(v) Fifth Amendment and Supplement dated June 14, 1983, recorded June 14, 1983 as Instrument No. 83-40600 in said Recorder's Office, as amended by an Amendment to Fifth Amendment and Supplement dated August 4, 1983, recorded August 4, 1983 as Instrument No. 83-07850 in said Recorder's Office.

(vi) Sixth Amendment and Supplement dated August 17, 1983, recorded August 17, 1983 as Instrument No. 83-58685 in the Marion County Recorder's Office.

(vii) Seventh Amendment and Supplement dated September 14, 1983, recorded September 20, 1983 as Instrument No. 83-68505 in the Marion County Recorder's

RECEIVED FOR RECORD  
REC'D ON APR 11  
RECORDED

APR 6 3 45 PM '84

office.

(viii) Eighth Amendment and Supplement dated December 20, 1983 recorded December 21, 1983 as Instrument No. 83-93580 in the Marion County Recorder's Office.

(ix) Ninth Amendment and Supplement dated February 15, 1984 recorded February 24, 1984 as Instrument No. 84-14642 in the Marion County Recorder's Office.

(The Original Declaration as so amended and supplemented being herein referred to as the "Declaration").

C. Declarant is the sole owner of the fee simple title to that certain parcel of real estate located in Marion County, Indiana, which is more particularly described in Exhibit "A" attached hereto and hereby made a part hereof by this reference (hereinafter referred to as "Additional Tract X").

D. Additional Tract X constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the eleventh phase of the general plan of development of the Real Estate as described in paragraph 22 of the Declaration into which Declarant has reserved the right to expand Olde Mill as provided in said paragraph 22 of the Declaration and the Act (as defined in the Declaration).

E. All conditions relating to the expansion of Olde Mill to include Additional Tract X and to the inclusion of Additional Tract X in Olde Mill have been met and satisfied and Declarant, by this Tenth Amendment and Supplement, desires to and hereby does expand Olde Mill to include Additional Tract X and to incorporate Additional Tract X in Olde Mill.

NOW, THEREFORE, Declarant, in accordance with the Act and its rights reserved in the Declaration, makes this Tenth Amendment and Supplement as follows:

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract X and this Tenth Amendment and Supplement; provided, however, Additional Tract X shall for all purposes now be included in the definition of "Tract" in the Declaration, and the definitions of "Plans" in the Declaration where appropriate shall now include the Tract X Plans defined in this Tenth Amendment and Supplement.

"Tract X Plans" as used herein means the floor and building plans of the Condominium Units on Additional Tract X, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Craig Mullins, a registered architect under date of April 4, 1984, and a site plan of Additional Tract X, Buildings and elevations of the Condominium Units thereon prepared by Midstates Engineering, Inc., certified by Steven A. Wood, a licensed professional engineer,

84 25351

under date of April 4, 1984, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract X and all appurtenant easements, Condominium Units, Buildings, garages, improvements and property of every kind and nature whatsoever, real, personal and mixed, located thereon shall be annexed to and become part of Olde Mill, and Olde Mill is hereby expanded to include Additional Tract X, all as if the same had originally been included in the Declaration, and the same shall hereafter be held, transferred, sold, conveyed, used and occupied subject to all of the covenants, conditions, restrictions, terms and provisions of the Declaration, this Tenth Amendment and Supplement, the Act, and the By-Laws, and the rules and regulations as adopted by the Board of Managers, as each may be amended from time to time, the Declaration being incorporated herein and made a part hereof by reference.

3. Description of Buildings. There is one (1) Building containing five (5) Condominium Units on Additional Tract X as shown on the Tract X Plans. The Building is identified and referred to in the Tract X Plans and in this Tenth Amendment and Supplement as Building(s) or Structure No. 21. A description of the Building(s) located on Additional Tract X and the Condominium Units contained therein is set forth in Exhibit "B" attached hereto and hereby made a part hereof by this reference. As of the date of this Tenth Amendment and Supplement, Olde Mill now consists of nineteen (19) Buildings containing seventy-six (76) Condominium Units.

4. Percentage Interest and Legal Description. Pursuant to the Declaration and the Act, Declarant hereby reallocates the Percentage Interests included in the Condominium Units in accordance with the following provisions. The Percentage Interest in the Common Areas and Limited Areas on the Tract (as now defined) of each Owner of a Condominium Unit, including both the Condominium Units heretofore included in Olde Mill and the

84 25384

Condominium Units added to Olde Mill by this Tenth Amendment and Supplement, shall be that Percentage Interest included in each Condominium Unit as is set forth in Exhibit "C" attached hereto and hereby made a part her-of by this reference. Each Condominium Unit on Additional Tract X is identified on the Tract X Plans by a two (2) or three (3) digit arabic number. The legal description for each such Condominium Unit shall consist of the identifying number for such Condominium Unit as shown on the Tract X Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

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

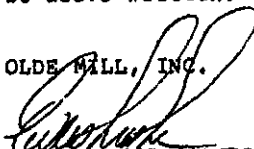
6. Floor Plans. The Tract X Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Tenth Amendment and Supplement are incorporated into the Declaration, added to the Plans filed with the Declaration, and have been filed in the office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File HPR, as of April 6, 1984, as Instrument No. 84- 25383.

IN WITNESS WHEREOF, the undersigned has caused this Tenth Amendment And Supplement To Declaration Of Horizontal Property

84 25384

Ownership For Olde Mill Horizontal Property Regime to be  
executed the day and year first above written.

OLDE MILL, INC.

  
Ewell Thrasher, Vice President


ATTEST:

  
Sidney Mishkin  
Assistant Secretary

STATE OF INDIANA )  
                          )SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State,  
personally appeared Ewell Thrasher and Sidney Mishkin, the  
Vice President and Assistant Secretary, respectively, of Olde  
Mill, Inc., an Indiana corporation, who acknowledged the execution  
of the above and foregoing instrument for and on behalf of said  
corporation.

WITNESS my hand and Notarial Seal this 6<sup>th</sup> day of  
April, 1984.

  
Notary Public  
Printed: Paul D. Callow  
Residing in Marion County

MY COMMISSION EXPIRES:

11-12-86

This Instrument was prepared by Teresa J. Winchester, Attorney At  
Law.

64 25381

Land being a part of the Northwest Quarter of the Northwest Quarter of Section 23, Township 17 North, Range 3 East, in Marion County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter-Quarter Section; thence North 88°41'54" East along the North line thereof, being also along the North line of Olde Mill Horizontal Property Regime Phase X, recorded as Instrument 84-14641 in the Office of the Recorder of Marion County, Indiana, a distance of 604.08 feet to the point of beginning of the herein described Olde Mill Horizontal Property Regime Phase XI; thence continuing North 88°41'54" East along the North line of said Quarter Quarter Section a distance of 185.00 feet to the Northwest corner of Olde Mill Horizontal Property Regime Phase I, recorded as Instrument #82-42713 in said Office of the Recorder; thence South 00°09'40" West along the West line of said Phase I a distance of 133.93 feet; thence South 08°30'00" East 130.00 feet; thence South 53°30'00" East 17.38 feet; thence South 08°30'00" East 34.63 feet; thence South 36°30'00" West 28.28 feet; thence South 81°30'00" West 32.00 feet; thence North 53°30'00" West 50.91 feet; thence South 43°26'26" West 194.13 feet to the North line of Olde Mill Horizontal Property Regime Phase VIII, recorded as Instrument #83-68504 in said Office of the Recorder; thence North 00°00'00" East 441.02 feet to the point of beginning, containing 1.597 acres, more or less; subject to highways, rights-of-way and easements.

64 25381

EXHIBIT "A"



DESCRIPTION OF BUILDINGS AND  
CONDOMINIUM UNITS

The Building on Additional Tract X is identified and referred to in the Tract X Plans as Building No. 21. Such Building is a one (1) story structure constructed of brick, stone and frame.

Building No. 21 contains a total of five (5) separate Condominium Units, which consist of the following:

Unit 21-1

Living Area - 2155 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 21-2

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 21-3

Living Area - 1871 square feet  
Garage - 462 square feet  
(2 bedrooms and 2 baths)

Unit 21-4

Living Area - 2063 square feet  
Garage - 525 square feet  
(2 bedrooms, den and 2 1/2 baths)

Unit 21-5

Living Area - 2587 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/4 baths)

84 25381

DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

The Percentage Interests of the Owners of the respective Condominium Units in the Common Areas and Limited Areas are now as follows:

<u>Condominium Unit</u>	<u>Percentage Interest</u>
1-1	1.32
1-2	1.32
1-3	1.32
1-4	1.32
1-5	1.32
1-6	1.32
2-1	1.32
2-2	1.32
2-3	1.32
2-4	1.32
2-5	1.32
2-6	1.32
3-1	1.32
3-2	1.32
3-3	1.32
3-4	1.32
4-1	1.32
4-2	1.32
4-3	1.32
5-1	1.32
5-2	1.32
5-3	1.32
5-4	1.32
6-1	1.32
6-2	1.32
6-3	1.32
6-4	1.32
7-1	1.32
7-2	1.32
7-3	1.32
7-4	1.32
7-5	1.32
8-1	1.32
8-2	1.32
8-3	1.32
8-4	1.32
9-1	1.32
9-2	1.32
9-3	1.32
9-4	1.32
9-5	1.32
10-1	1.32
10-2	1.32
11-1	1.32
11-2	1.32
11-3	1.32
12-1	1.32
12-2	1.32
13-1	1.32
13-2	1.32
13-3	1.32
13-4	1.32
14-1	1.32
14-2	1.32
14-3	1.32
14-4	1.32
15-1	1.32
15-2	1.32
15-3	1.32
16-1	1.32
16-2	1.32
16-3	1.32

84 25381

16-4	1.32
16-5	1.32
17-1	1.32
17-2	1.32
17-3	1.32
18-1	1.32
18-2	1.32
18-3	1.32
18-4	1.32
21-1	1.32
21-2	1.32
21-3	1.32
21-4	1.32
21-5	1.32

Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill, as provided in the Declaration.