

CROSS REFERENCE

840041255

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

CROSS REFERENCE 1700

The Eleventh Amendment And Supplement To Declaration Of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Eleventh Amendment and Supplement"), made this 4<sup>th</sup> day  
of June, 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. 83-69505 in the Marion County Recorder's  
office.

RECEIVED FOR RECORD  
BETH GYLANGER  
RECORDER OF MARION CO. IN.

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MARION COUNTY CLERK  
JUN 10 1984  
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(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.

(x) Tenth Amendment and Supplement dated April 6, 1984 recorded April 6, 1984 as Instrument No. 84-25394 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 XI").

D. Additional Tract XI constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the twelfth 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 XI and to the inclusion of Additional Tract XI in Olde Mill have been met and satisfied and Declarant, by this Eleventh Amendment and Supplement, desires to and hereby does expand Olde Mill to include Additional Tract XI and to incorporate Additional Tract XI in Olde Mill.

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

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XI and this Eleventh Amendment and Supplement; provided, however, Additional Tract XI 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 XI Plans defined in this Eleventh Amendment and Supplement.

"Tract XI Plans" as used herein means the floor and building plans of the Condominium Units on Additional Tract XI, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Craig Mullins, a registered architect under date of May 23, 1984, and a site plan of Additional Tract XI, Buildings and elevations of the Condominium Units thereon prepared by Midstates Engineering, Inc., certified by Sol C. Miller, a licensed professional engineer,

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under date of May 23, 1984, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XI 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 XI, 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 Eleventh 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 XI as shown on the Tract XI Plans. The Buildings are identified and referred to in the Tract XI Plans and in this Eleventh Amendment and Supplement as Building(s) or Structures No. 19 and 20. A description of the Building(s) located on Additional Tract XI 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 Eleventh Amendment and Supplement, Olde Mill now consists of twenty-one (21) Buildings containing eighty-three (83) 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

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Condominium Units added to Olde Mill by this Eleventh 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 XI 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 Eleventh 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 XI Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Eleventh 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 4, 1984, as Instrument No. 84-41254.

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

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THE FOLLOWING

**ORIGINAL ILLEGIBLE**

BEST POSSIBLE REPRODUCTION OF ORIGINAL  
DOCUMENT APPEARS IMMEDIATELY HEREAFTER

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 of said Quarter Quarter Section 428.95 feet to the Northeastly corner of Olde Mill H.P.R. Phase X, the plat of which is recorded as Instrument No. 84-14641 in the Office of the Recorder of said County, said point being the POINT OF BEGINNING; thence continuing North 88°41'54" East along the North line of said Quarter Quarter Section 175.13 feet to the Northwestly corner of Olde Mill H.P.R. Phase XI the plat of which is recorded as Instrument No. 84-25383 in the Office of the Recorder of said County; thence South 00°00'00" West along the Westerly line of said H.P.R. Phase XI 441.02 feet to the North line of Olde Mill H.P.R. Phase VIII the plat of which is recorded as Instrument No. 83-68504 in the Office of the Recorder of said County; thence North 90°00'00" West along the North line of said H.P.R. Phase VIII 262.58 feet to the Southeastly corner of said Olde Mill H.P.R. Phase X; thence the following six (6) courses being along the Easterly line of said H.P.R. Phase X: 1) North 14°18'11" East 168.52 feet; 2) South 90°00'00" East 40.00 feet; 3) North 45°00'00" East 29.50 feet; 4) North 00°00'00" East 39.00 feet; 5) North 45°00'00" West 21.21 feet; 6) North 00°00'00" East 198.88 feet to the POINT OF BEGINNING, containing 1.996 acres, more or less; subject to highways, rights-of-way and easements.

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EXHIBIT "A"

DESCRIPTION OF BUILDINGS AND  
CONDOMINIUM UNITS

The Buildings on Additional Tract XI are identified and referred to in the Tract XI Plans as Buildings No. 19 and 20. Such Buildings are one (1) story structure constructed of brick, stone and frame.

Building No. 19 contains a total of three (3) separate Condominium Units, which consist of the following:

Unit 19-1

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

Unit 19-2

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

Unit 19-3

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

Building No. 20 contains a total of four (4) separate Condominium Units, which consist of the following:

Unit 20-1

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

Unit 20-2

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

Unit 20-3

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

Unit 20-4

Living Area - 2587 square feet  
Garage - 525 squares feet  
(3 bedrooms, 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	1.20
1-2	1.20
1-3	1.20
1-4	1.20
1-5	1.20
1-6	1.20
2-1	1.20
2-2	1.20
2-3	1.20
2-4	1.20
2-5	1.20
2-6	1.20
3-1	1.20
3-2	1.20
3-3	1.20
3-4	1.20
4-1	1.20
4-2	1.20
4-3	1.20
5-1	1.20
5-2	1.20
5-3	1.20
5-4	1.20
6-1	1.20
6-2	1.20
6-3	1.20
6-4	1.20
7-1	1.20
7-2	1.20
7-3	1.20
7-4	1.20
7-5	1.20
8-1	1.20
8-2	1.20
8-3	1.20
8-4	1.20
9-1	1.20
9-2	1.20
9-3	1.20
9-4	1.20
9-5	1.20
10-1	1.20
10-2	1.20
11-1	1.20
11-2	1.20
11-3	1.20
12-1	1.20
12-2	1.20
13-1	1.20
13-2	1.20
13-3	1.20
13-4	1.20
14-1	1.20
14-2	1.20
14-3	1.20
14-4	1.20
15-1	1.20
15-2	1.20
15-3	1.20
16-1	1.20
16-2	1.20
16-3	1.20

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16-4	1.20
16-5	1.20
17-1	1.20
17-2	1.20
17-3	1.20
18-1	1.20
18-2	1.20
18-3	1.20
18-4	1.20
19-1	1.20
19-2	1.20
19-3	1.20
20-1	1.20
20-2	1.20
20-3	1.20
20-4	1.20
21-1	1.20
21-2	1.20
21-3	1.20
21-4	1.20
21-5	1.20

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

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CROSS REFERENCE

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

RECORDED  
INDEXED  
AUG 30 1987  
COUNTY CLERK

CROSS REFERENCE

The Twelfth Amendment And Supplement To Declaration of  
Horizontal Property Ownership For Olde Mill Horizontal Property  
Regime ("Twelfth Amendment and Supplement"), made this 21<sup>st</sup> day  
of July, 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  
office.

RECEIVED FOR RECORD  
BETH O'LAUGHLIN  
RECORDER-MARION CO

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(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.

(x) Tenth Amendment and Supplement dated April 6, 1984 recorded April 6, 1984 as Instrument No. 84-25384 in the Marion County Recorder's Office.

(xi) Eleventh Amendment and Supplement dated June 4, 1984 recorded June 4, 1984 as Instrument No. 840041255.

(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 XII").

D. Additional Tract XII constitutes a portion of the Real Estate (as defined in the Declaration) and constitutes the thirteenth 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 XII and to the inclusion of Additional Tract XII in Olde Mill have been met and satisfied and Declarant, by this Twelfth Amendment and Supplement, desires to and hereby does expand Olde Mill to include Additional Tract XII and to incorporate Additional Tract XII in Olde Mill.

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

1. Definitions. The definitions used in the Declaration shall be applicable to Additional Tract XII and this Twelfth Amendment and Supplement; provided, however, Additional Tract XII 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 XII Plans defined in this Twelfth Amendment and Supplement.

"Tract XII Plans" as used herein means the floor and building plans of the Condominium Units on Additional Tract XII, prepared by Browning Day Pollak Mullins Dierdoff, Inc., certified by Craig Mullins, a registered architect under date of July 24, 1984, and a site plan of Additional Tract XII, Buildings and elevations of the Condominium Units thereon prepared by Midstates Engineering, Inc., certified by Roger A. Fine, a licensed professional engineer,

under date of July 24, 1984, all of which are incorporated herein by reference.

2. Declaration. Declarant hereby expressly declares that Additional Tract XII 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 XII, 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 Twelfth 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 five (5) Condominium Units on Additional Tract XII as shown on the Tract XII Plans. The Buildings are identified and referred to in the Tract XII Plans and in this Twelfth Amendment and Supplement as Building(s) or Structures No. 22 and 23. A description of the Building(s) located on Additional Tract XII 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 Twelfth Amendment and Supplement, Olde Mill now consists of twenty-three (23) Buildings containing eighty-eight (88) 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

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Condominium Units added to Olde Mill by this Twelfth 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 XII is identified on the Tract XII 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 XII Plans, and shall be stated as "Condominium Unit (with identifying number) in Olde Mill Horizontal Property Regime".

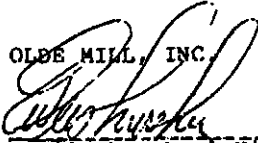
5. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Condominium Unit shall constitute an agreement by the Owner thereof and all those claiming by, through or under him that the provisions of this Twelfth Amendment and Supplement, the Declaration, the 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 XII Plans setting forth the layout, location, identification numbers and dimensions of the Condominium Units and Property identified in this Twelfth 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 7, 1984, as Instrument No. 84-61130.

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

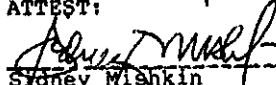
Ownership For Olde Mill Horizontal Property Regime to be  
executed the day and year first above written.

OLDE MILL, INC.



Ewell Thrasher, Vice President

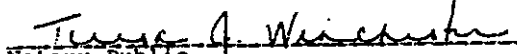
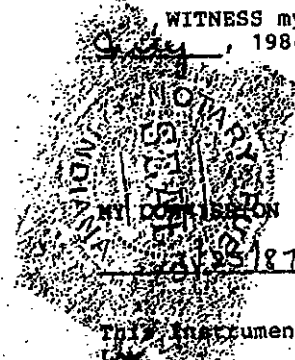
ATTEST:

  
Sydney 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 27<sup>th</sup> day of  
July, 1984.

  
Notary Public  
Printed: TERESA J. WINCHESTER  
Residing in MARION County

MY COMMISSION EXPIRES:

12/31/87

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

840061121

Commencing at the Northwest corner of said Quarter Quarter Section; thence North 88°41'54" East along the North line of said Quarter Quarter Section a distance of 789.08 feet to the Northwesterly corner of Olde Mill Horizontal Property Regime Phase I, recorded as Instrument No. 82-42713 in the Office of the Recorder of Marion County, said point also being the Northeasterly corner of Olde Mill Horizontal Property Regime Phase XI, recorded as Instrument No. 84-25363 in said Office of the Recorder; thence South 00°09'39" West along the Westerly line of said Phase I, also being along the Easterly line of said Phase XI a distance of 133.93 feet to the POINT OF BEGINNING; thence South 77°47'08" East along the Westerly line of said Phase I a distance of 217.42 feet; thence South 10°59'15" East continuing along said Westerly line 270.25 feet to the Northeasterly corner of Olde Mill Horizontal Property Regime Phase VII, recorded as Instrument No. 83-58684 in said Office of the Recorder; thence North 90°00'00" West along the North line of said Phase VII and along the North line of Olde Mill Horizontal Property Regime Phase VIII recorded as Instrument No. 83-68504 in said Office of the Recorder a distance of 448.58 feet to the Southerly corner of said Phase XI, said point also being the Southeasterly corner of Olde Mill Horizontal Property Regime Phase XII, recorded as Instrument No. 84-41254 in said Office of the Recorder; thence the following seven (7) courses being along the Easterly line of said Phase XI: 1) North 43°26'26" East 194.13 feet; 2) South 53°30'00" East 50.91 feet; 3) North 81°30'00" East 32.00 feet; 4) North 36°30'00" East 28.28 feet; 5) North 08°30'00" West 64.63 feet; 6) North 53°30'00" West 17.38 feet; 7) North 08°30'00" West 130.00 feet to the point of beginning, containing 1,844 acres, more or less; subject to highways, rights-of-way and easements.

EXHIBIT "A"



DESCRIPTION OF BUILDINGS AND  
CONDOMINIUM UNITS

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The Buildings on Additional Tract XII are identified and referred to in the Tract XII Plans as Buildings No. 22 and 23. Such Buildings are one (1) story structure constructed of brick, stone and frame.

Building No. 22 contains a total of two (2) separate Condominium Units, which consist of the following:

Unit 22-1

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

Unit 22-2

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

Building No. 23 contains a total of three (3) separate Condominium Units, which consist of the following:

Unit 23-1

Living Area - 2784 square feet  
Garage - 525 square feet  
(3 bedrooms, den and 2 1/2 baths)

Unit 23-2

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

Unit 23-3

Living Area - 3904 square feet  
Garage - 878 square feet  
(3 bedrooms, den and 4 baths)

EXHIBIT "B"

DESCRIPTION OF PERCENTAGE  
INTERESTS OF CONDOMINIUM UNITS

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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	1.14
1-2	1.14
1-3	1.14
1-4	1.14
1-5	1.14
1-6	1.14
2-1	1.14
2-2	1.14
2-3	1.14
2-4	1.14
2-5	1.14
2-6	1.14
3-1	1.14
3-2	1.14
3-3	1.14
3-4	1.14
4-1	1.14
4-2	1.14
4-3	1.14
5-1	1.14
5-2	1.14
5-3	1.14
5-4	1.14
6-1	1.14
6-2	1.14
6-3	1.14
6-4	1.14
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Such Percentage Interests are subject to adjustment and alteration, upon expansion of Olde Mill, as provided in the Declaration.

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PROPERTY AUDITOR  
Joseph L. Conway

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AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP AND CODE OF BY-LAWS

THIS AMENDMENT TO DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP AND CODE OF BY-LAWS OF OLDE MILL HORIZONTAL PROPERTY REGIME, made as of this 25<sup>th</sup> day of NOVEMBER, 1985,

WITNESSES THAT:

WHEREAS, Olde Mill Horizontal Property Regime ("Olde Mill") was established by Declaration dated the 4th day of August, 1982 and recorded on the 5th day of August, 1982 in the office of the Recorder of Marion County, Indiana ("Declaration"); and

WHEREAS, attached to and recorded with said Declaration was a certain Code of By-Laws of Olde Mill Homeowners Association, Inc. ("By-Laws"); and

WHEREAS, paragraph 19(d) of the Declaration provides that proposed amendments to the Declaration may be made by the association if approved by a vote of not less than seventy-five percent (75%) of the Owners (as defined in said Declaration); and

WHEREAS, Section 7.01 of the By-Laws provides that amendments to the By-Laws may be made in the same manner, and subject to the same limitations and requirements as amendments to the Declaration; and

WHEREAS, all Owners and Mortgagees were duly notified of a special meeting of the Association held on October 23, 1985, and at or prior to such meeting, certain amendments to the Declaration and By-Laws were considered and approved by the requisite percentages of the Owners; and

WHEREAS, on behalf of the Owners and Mortgagees, the Association desires to make this Amendment to the Declaration and By-Laws pursuant to the provisions thereof;

PRESENTED FOR RECORD  
BY CLAUDE L. HARRIS  
RECORDER OF MARION CO.  
NOV 25 10 59 AM 1985

NOW, THEREFORE, the Declaration and By-Laws are hereby amended as follows:

1. Paragraphs 7 of the Declaration shall be amended to read as follows:

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

(a) Patios and courtyards, together with an area, if any, around such patio or courtyard specifically shown and designated on the Plans and/or specifications and any enclosures surrounding the same, and the driveways and sidewalks serving a particular Condominium Unit or Units shall be limited to the exclusive use of the Condominium Unit or Units to which they are attached or appertain; provided, however, that any Owner of a Condominium Unit desiring to enclose such area around his patio or courtyard so designated on the Plans and/or specifications shall first obtain the written approval as to the location, size, style, material, design, color and architecture of said enclosure from the Board of Managers and provided further that the Owner to whose Condominium Unit said enclosure is or is to be attached shall construct and maintain the area so enclosed all at his own expense.

(b) 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.

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

2. Paragraph 13 of the Declaration shall be amended to read as follows:

**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 or any other use except the visual enjoyment of Owners and their guests; provided, that fishing may be allowed from time to time, upon such terms and conditions and subject to such rules and regulations as the Board of Managers may from time to time determine.

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

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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.

3. Paragraph 18(b) of the Declaration shall be amended to read as follows:

(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. Any Owner who sells his Condominium Unit shall notify the Secretary of the Association thereof and provide the names of the purchasers of the Condominium Unit either prior to or within ten (10) days after the closing of the sale of the Condominium Unit. Such purchasers are encouraged to arrange an appointment with the Board of Managers, prior to closing or within ten (10) days thereafter, to discuss the privileges and responsibilities associated with condominium living.

4. Section 2.02 of the By-Laws shall be amended to read as follows:

Section 2.02. Annual Meetings. The annual meeting of the members of the Association shall be held on the second Monday of May 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.

5. Section 3.01 shall be amended to read as follows:

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"). From and after the annual meeting of the Association in 1986, the Board of Managers shall be composed of six (6) persons or such greater or lesser number as may be approved by a majority of the Percentage Vote of any meeting of the Association. 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. In no event shall the Board be composed of fewer than three (3) or more than nine (9) persons. If any vote taken among the Board of Managers should result in a tie, the vote of the President of the Association shall be counted twice for the purposes of breaking the tie.

6. Section 3.04 shall be amended to read as follows:

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Section 3.04. Term of Office and Vacancy. The members of the Board of Managers may appoint as many as three (3) additional members to serve on the Board of Managers until the annual meeting in 1986. Persons so appointed must first be deemed to be an Owner in accordance with the Declaration. At the annual meeting in 1986, four (4) additional members shall be elected to the Board of Managers, two for a three (3) year term, one for a two (2) year term, and one for a one (1) year term, so that the total number of the Board of Managers shall be increased to six (6) members, pursuant to paragraph 3.01 herein, with one-third (1/3) of the managers' terms expiring annually. There shall be separate nominations for the office of each Manager to be elected at this election. Beginning in 1987, two (2) members of the Board of Managers shall each be elected for a term of three (3) years at each annual meeting of the Association.

Each Manager shall hold office throughout the term of his election and until his successor is elected and qualified. 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.

7. Section 3.08 shall be amended to increase the limitation on the amounts of contracts stated therein from \$2,500.00 to \$5,000.00.

8. Section 8.01(m) shall be amended to read as follows:

(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, unless such planting is within Owner's individual courtyard.

The undersigned persons executing these Amendments to the Declaration and By-Laws on behalf of Olde Mill Homeowners Association, Inc. (the "Association"), a corporation organized as a not-for-profit corporation under the laws of the State of Indiana, represent and certify that they are duly elected officers of the Association, and have been fully empowered, by proper resolution of the Board of Directors of the Association, to execute these amendments; that the Association has full corporate power to execute these amendments and that all necessary corporate action for executing these amendments has been done.

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IN WITNESS WHEREOF, the Association has executed these amendments to the Declaration and By-Laws this 25 day of NOVEMBER, 1985.

ATTEST:

John E. Craig  
John E. Craig, Secretary

OLDE MILL HOMEOWNERS ASSOCIATION,  
INC.

By Robert B. McConnell  
Robert B. McConnell, President

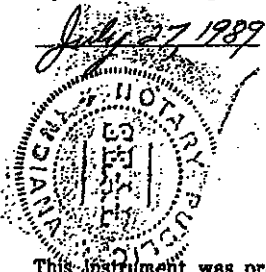
STATE OF INDIANA )  
COUNTY OF MARION ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert B. McConnell and John E. Craig, the President and Secretary, respectively, of OLDE MILL HOMEOWNERS ASSOCIATION, INC., who acknowledged execution of the foregoing Amendments to Declaration and By-Laws for and on behalf of said Association, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 25 day of NOVEMBER, 1985.

My commission expires:

July 27 1989



Linda M. Knight  
(signature)

Linda M. Knight  
(printed name) Notary Public

Resident of Hamilton County

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

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MAY 9, 1988 AMENDMENT TO DECLARATION OF HORIZONTAL  
PROPERTY OWNERSHIP AND CODE OF BY-LAWS

CROSS REFERENCE

CROSS REFERENCE

THIS AMENDMENT to Declaration of Horizontal Property  
Ownership and Code of By-Laws of Olde Mill Horizontal Property  
Regime made as of this 9th day of May, 1988 witnesses that:

WHEREAS, Olde Mill Horizontal Property Regime ("Olde Mill")  
was established by Declaration dated the 4th day of August, 1982  
and recorded on the 6th day of August, 1982 in the office of the  
Recorder of Marion County, Indiana as Instrument No. 82-42714  
("Declaration"); and

WHEREAS, attached to and recorded with said Declaration  
certain Code of By-Laws ("By-Laws") of Olde Mill Homeowner  
Association, Inc. ("Association"); and

WHEREAS, paragraph 19(d) of the Declaration provides  
proposed amendments to the Declaration may be made by the  
Association if approved by a vote of not less than seventy-five  
(75%) of the Owners (as defined in said Declaration); and

WHEREAS, Section 7.01 of the By-Laws provides that amendments  
to the By-Laws may be made in the same manner, and subject to the  
same limitations and requirements as amendments to the  
Declaration; and

WHEREAS, the Declaration and By-Laws were duly amended under  
date of November 25, 1985 by Amendment recorded in the Office of  
the Recorder of Marion County, Indiana as Instrument No.  
85-103949; and

WHEREAS, all owners were duly notified of the annual meeting  
of the Association held on May 9, 1988, and at or prior to such  
meeting the following amendments to the Declaration and By-Laws

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OFFICE OF THE RECORDER  
MARION COUNTY, INDIANA

were considered and approved by more than 75% of the Owners;  
and

WHEREAS, no eligible holder of a first mortgage has made written request to the Association for notice of any meeting of the Association; and

WHEREAS, on behalf of the Owners and Mortgagees, the Association desires to make this amendment to the Declaration and By-Laws pursuant to the provisions thereof;

NOW, THEREFORE, the Declaration and By-Laws are hereby amended as follows:

1. Paragraph 5(b) of the Declaration shall be amended to read as follows:

(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 any Condominium Unit because of inexactness of construction, settling after construction, written approval of the Board of Managers pursuant to paragraph 14 of the Declaration, or for any other reasons, the boundary lines of such Condominium Unit shall be deemed to be and treated for purposes of title, ownership, occupancy, possession, maintenance, decoration, use and enjoyment as being in accordance with the actual existing construction. In such case, the Plans shall be deemed amended to conform with the actual location of any such respective wall, floor or roof surface of the Condominium Unit. No such amendment of the Plans shall be deemed to be an alteration of the Percentage Interest appertaining to each separate Condominium Unit in the Common Areas and Limited Areas.

2. Paragraph 14 of the Declaration shall be amended to read as follows:

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14. Alterations, Additions and Improvements. An Owner shall have the right to make alterations or additions which encroach upon or otherwise affect the Common Areas or Limited Areas provided the prior written approval of the Board

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of Managers is first had and obtained. Any request for such approval shall be accompanied by a written plan of such alteration or addition and such approval shall be granted, denied or conditioned on such terms as the Board of Managers deems appropriate. Any construction by an Owner after such approval is granted therefor shall be in substantial compliance with the plans submitted to the Board of Managers. The Board of Managers' approval of such plans shall be evidenced by the signatures of a majority of a quorum of the Board. No Owner shall make any alteration in or to his respective Condominium Unit which would affect the safety or structural integrity of the Building in which the Condominium Unit is located.

3. Paragraph 19(d) of the Declaration shall be amended to read as follows:

(d) The consent of Owners of Condominium Units to which at least 75% of the votes in the Association are allocated and the approval of eligible holders of first mortgages on Condominium Units to which at least 51% of the votes of units subject to a mortgage appertain shall be required to amend any provisions of the Declaration, By-Laws or equivalent documents of the condominium including but not limited to amendments which establish, provide for, govern or regulate any of the following: (i) termination of the condominium regime; (ii) voting; (iii) assessments, assessment liens or subordination of such liens; (iv) reserves for maintenance, repair and replacement of the Common Areas; (v) insurance or fidelity bonds; (vi) rights to use of the Common Areas, boundaries of any Condominium Unit, the interest in the Common Areas or Limited Areas and convertibility of Condominium Units into Common Areas or Limited Areas or the convertibility of Common Areas or Limited Areas into Condominium Units or additions thereto; (vii) responsibility for maintenance and repair of the several portions of the Property; (viii) 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; (ix) leasing of condominium units; (x) imposition of any right of first refusal or similar restriction on the right of a Condominium Units Owner to sell, transfer, or otherwise convey his or her Condominium Unit; (xi) modification of provisions which are for the express benefit of eligible holders of first mortgages on Condominium Units.

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4. Paragraph 19(h)(1)-(4) inclusive of the Declaration) shall be amended to read as follows:

19(h) "Eligible Holder" Defined. As used in this Declaration, 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.

5. Section 3.07(g) of the By-Laws shall be amended to read as follows:

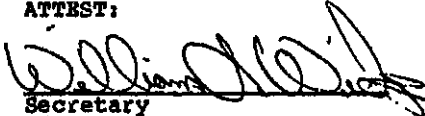
(g) To adopt, revise, amend and alter from time to time rules and regulations with respect to use, occupancy, operation and enjoyment of the Property and exercise all of the powers granted in the Declaration including but not limited to the powers set forth in paragraph 14 thereof as amended from time to time in accordance with the Declaration.

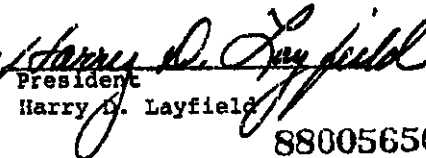
The undersigned persons executing these amendments to the Declaration and By-Laws on behalf of the Association, a corporation organized as a not-for-profit corporation under the laws of the State of Indiana, represent and certify that they are duly elected officers of the Association, and have been fully empowered by proper resolution of the Board of Managers of the Association, to execute these amendments; that the Association has full corporate power to execute these amendments and that all necessary corporate action for executing these amendments has been done.

IN WITNESS WHEREOF, the Association has executed these amendment to the Declaration and By-Laws this 9th day of May, 1988.

OLDE MILL HOMEOWNERS ASSOCIATION,  
INC.

ATTEST:

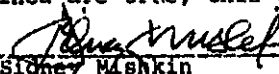
  
Secretary  
William A. Wick

By   
President  
Harry D. Layfield

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STATE OF INDIANA )  
                  ) SS:  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Harry D. Layfield and William A. Wick, the President and Secretary, respectively, of Olde Mill Homeowners Association, Inc., who acknowledged execution of the foregoing Amendments to Declaration and By-Laws for and on behalf of said Association, and who, having been duly sworn, stated that the representations therein contained are true, this 6th day of June, 1988.

  
\_\_\_\_\_  
Sidney Mishkin  
Notary Public  
Resident of Marion County

My Commission Expires:  
3/11/90

This instrument prepared by Sidney Mishkin, Attorney at Law.

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RESOLUTION OF BOARD OF DIRECTORS OF  
OLDE MILL HOMEOWNERS ASSOCIATION, INC.,  
ADOPTED BY UNANIMOUS WRITTEN CONSENT

The undersigned, being all of the members of the Board of Directors of OLDE MILL HOMEOWNERS ASSOCIATION, INC., acting without a meeting by unanimous written consent pursuant to law, hereby adopt the following Resolution:

WHEREAS, the City Of Indianapolis has announced its intention to take through the exercise of its power of eminent domain a strip of land off the northwest side of the land described in the Declaration of Horizontal Property Ownership of Olde Mill Homeowners Association, Inc. for a public use in widening Spring Mill Road near its intersection with Eighty-Sixth Street;

WHEREAS, in lieu of filing court proceedings to determine the amount which would be "just compensation" for such strip of land, the City, through its Department of Transportation, offered the sum of \$7,080 for a deed to it and then increased its offer to \$9,000 after the Board of Managers had consulted a qualified appraiser, who informally appraised the strip of land and the damage to the residue at \$9500, and

WHEREAS, it is the unanimous opinion of the Board of Managers that the City's offer of \$9000 is fair and reasonable under the circumstances; that any increase in such amount which might be obtained through eminent domain proceedings would be more than offset by the costs of litigation and that such offer should be accepted;

NOW, THEREFORE, BE IT RESOLVED by the Board of Managers that it is in the best interests of Olde Mill Homeowners Association, Inc. and all of its members to accept the sum of \$9000 for the strip of land which the City intends to take for street-widening purposes;

RESOLVED further that Harry D. Layfield, President of the Corporation, shall be and is hereby authorized, on behalf of the Homeowners, to convey to the Department of Transportation of the City of Indianapolis certain real estate, described in Exhibit A, hereto attached and made a part hereof, and to execute all necessary instruments and take all necessary action in connection therewith and said conveyance shall be attested by William A. Wick, the Secretary;

*Exhibit A not attached at time of recording MCR*

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## CROSS REFERENCE

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OLDE MILL HORIZONTAL PROPERTY REGIME

RECORDED IN MARION COUNTY RECORDS  
91 JUL -3 PHF: 46 (3)

MAY 14, 1990 AMENDMENT OF DECLARATION OF HORIZONTAL PROPERTY OWNERSHIP AND CODE OF BY-LAWS.  
MARION COUNTY RECORDS

THIS AMENDMENT of Declaration of Horizontal Property Ownership and Code of By-Laws of Olde Mill Horizontal Property Regime, made as of May 14, 1990, witnesses that:

WHEREAS, Olde Mill Horizontal Property Regime ("Olde Mill") was established by Declaration of Horizontal Property Ownership ("Declaration") dated August 4, 1982, and recorded in the office of the Recorder of Marion County, Indiana, on August 6, 1982 as Instrument No. 82-42714;

WHEREAS, attached to, made a part of and recorded with, the Declaration was a Code of By-Laws ("By-Laws") of Olde Mill Homeowners' Association, Inc. ("Association"), an Indiana corporation not-for-profit;

WHEREAS, Paragraph 19(d) of the Declaration provides that proposed amendments of the Declaration may be made by the Association, if approved by a vote of not less than seventy-five percent (75%) of the Owners, each of whom has an equal percentage vote under the Declaration;

WHEREAS, Section 7.01 of the By-Laws provides that amendments of the By-Laws may be made in the same manner and subject to the same requirements as amendments of the Declaration;

WHEREAS, the Declaration and By-Laws were duly amended by Amendment recorded in the office of the Recorder of Marion County, Indiana on November 25, 1985, as Instrument No. 85-103949 and again by Amendment recorded on June 13, 1988, as Instrument No. 88-56566; and

WHEREAS, the Amendment of the Declaration and By-Laws, set forth in Exhibit "A", was adopted by favorable vote of 73 Owners, representing 84.8% of the Percentage Vote, at a July called, convened and constituted Annual Meeting of the Association, held on May 14, 1990, pursuant to notice, accompanied by a copy of the proposed Amendment, served on all Owners more than ten days prior to the Meeting, as required by Section 2.04 of the By-Laws;

NOW, THEREFORE, Section 5.05(a) of the By-Laws, incorporated in the Declaration, is hereby amended to read as provided in Exhibit "A", hereto attached and made a part hereof.



The undersigned persons, executing these amendments to the Declaration and By-Laws on behalf of the Association, represent and certify that they are the duly elected President and Secretary of the Association, thereunto duly authorized; that the Association has full corporate power to make these amendments and that all necessary corporate action for executing these amendments has been completed.

IN WITNESS WHEREOF, the Association, by its undersigned officers, has hereunto set its name and seal and the undersigned have set their hands on this 3rd day of July, 1991.

OLDE MILL HOMEOWNERS' ASSOCIATION, INC.

By Harry D. Layfield  
Harry D. Layfield, President.

WITNESSETH:

William A. Wick  
William A. Wick, Secretary

STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Harry D. Layfield and William A. Wick, the President and Secretary, respectively, of Olde Mill Homeowners' Association, Inc., who acknowledged execution of the foregoing Amendments of the Declaration and By-Laws of the Association, as such officers, and who, having been duly sworn, stated that the representations therein contained are true, on this 3rd day of July, 1991.

Don F. Hunter  
Notary Public

Don F. Hunter

My commission expires:  
NOTARY PUBLIC STATE OF INDIANA  
MARION COUNTY  
MY COMMISSION ENDS: MAR 31 1993

[This instrument prepared by William A. Wick, attorney-at-law.]

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Amendment of Code of By-Laws

Section E.06. 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 Assessment or Special Assessment 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. In any action to foreclose the lien for any Assessment, 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.

Upon the failure of an Owner to make timely payment of any Regular or Special Assessment, or other amount properly billed to such Owner, if such Assessment or other properly billed amount remains unpaid for fifteen (15) or more days after the due date, if the Owner has a history of repeated failure to make timely payment of Assessments or other amounts due from such Owner and if the Owner has been notified in writing by the Board of past delinquencies, the Board shall impose an interest charge upon such Owner's delinquent balance at the rate of two percent (2%) over the then prime rate at Bank One in Indianapolis, such interest charge to apply, retroactively, from the due date of such delinquent balance and to continue until such delinquent balance and the interest thereon have been paid in full. In addition to such interest charge, if any, upon the failure of an Owner to make timely payment of any Regular Assessment or Special Assessment, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessment and declare the same immediately due and payable, notwithstanding any other provision hereof to the contrary.

The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment, plus interest thereon as aforesaid, 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 incurred costs and expenses of such action, including, but not limited to, reasonable attorneys' fees, from the Owner of the Condominium Unit in question.

Exhibit A

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**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

THIS AMENDMENT made this 26<sup>th</sup> day of November, 2001, by the Golden Woods Neighborhood Association, Inc., an Indiana not-for-profit corporation, (hereinafter, the "Corporation"),

**WITNESSETH:**

WHEREAS, the Declarant, Olde Mill, Inc., (hereinafter, "Declarant"), created and developed a residential community known as Golden Woods, with provision for the removal of snow, the maintenance of exteriors of buildings, the purchase of insurance, the preservation and enhancement of the values and amenities in such residential community, and similar related matters for the benefit of such residential community; and

WHEREAS, in furtherance of Declarant's establishment of the residential community of Golden Woods, the Declarant caused the formation of the Corporation, and caused to be prepared and executed the Declaration of Covenants, Conditions, and Restrictions of Olde Mill, Inc., recorded on the 6 day of AUGUST, 1982, in the Office of the Marion County Recorder, as Instrument No. 82-42714 (hereinafter, the "Declaration of Covenants"); and

WHEREAS, pursuant to the terms of Article XV of the Declaration of Covenants, and in furtherance of the continued improvement of the residential community, the Corporation now desires to amend the Declaration of Covenants, the resolution of such amendments having been duly approved and adopted by the Owners at a meeting held in accordance with the provisions of the Bylaws;

NOW, THEREFORE, the Declaration of Covenants is hereby amended as follows:

***Article VII, Section 2(b) of the Declaration of Covenants is hereby replaced and amended to read in its entirety as follows:***

(b) The Corporation, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) maintenance, repairs, replacement and upkeep of the exteriors of each Dwelling Unit. Such exteriors including, but not limited to, roofs, gutters, original exterior doors, garage door panels and outer seal/gasket, windows (excluding glass which shall be considered a part of interior maintenance), screens, porch posts and porch ceilings, original privacy fences, original patio slabs, original sidewalks, driveways, chimney vents and caps, and outside surfaces of exterior walls shall be considered part of the Common Properties for purposes of maintenance only;

(ii) maintenance of the lawns, which shall be considered part of the Common Properties for purposes of maintenance only. Maintenance of lawns shall include but not be limited to the fertilizing, weed and pest control, and mowing of the grass. It shall not include the care and maintenance of shrubs, trees, flowers, or other plants on any Lot, nor shall it include any watering of the lawns (whether on Lots or the Common Properties) or any mulch on the Lots.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Properties (or items deemed Common Properties for purposes of maintenance only) as it deems necessary.

***Article XV, Section 1(d) of the Declaration of Covenants is hereby replaced and amended to read in its entirety as follows:***

(d) Adoption. Any proposed amendment to this Declaration must be approved by the Owners (in person or by proxy) of at least two-thirds (2/3) of the total number of Lots in Golden Woods at a meeting of the Corporation duly called for such purpose. The instrument of amendment must be signed by the President and Secretary of the Corporation and recorded. In the event any Lot or Dwelling 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 Directors in accordance with the provisions hereof.

MARTHA A. WOMACKS  
MARION COUNTY CLERK  
433265 AUG-88

IN WITNESS WHEREOF, Golden Woods Homeowners Association, Inc., has made and executed this Amendment on the day and year first set forth hereinabove.

GOLDEN WOODS HOMEOWNERS ASSOCIATION, INC.

By: Dr. Ralph Query  
Dr. Ralph Query, President

By: Elizabeth A. Roberge  
Elizabeth A. Roberge, Secretary

OWNER APPROVALS:

IN WITNESS WHEREOF, pursuant to Article XV, Section 1(d) of the Declaration of Covenants, the following Owners have approved and executed this Amendment.

Address: 9258 Golden Woods Dr, Indianapolis, Indiana, 46268

Owner: Barbara J. Anderson (signed) Owner: N/A (signed)

Owner: BARBARA J. ANDERSON (printed) Owner: \_\_\_\_\_ (printed)

Address: 2974 Amherst St, Indianapolis, Indiana, 46268

Owner: Tad W. Krajewski (signed) Owner: Ann Krajewski (signed)

Owner: Tad W. Krajewski (printed) Owner: Ann Krajewski (printed)

Address: 2986 Amherst St., Indianapolis, Indiana, 46268

Owner: Joyce D. Meyers (signed) Owner: N/A (signed)

Owner: Joyce D. Meyers (printed) Owner: \_\_\_\_\_ (printed)

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Golden Woods Neighborhood Association, Inc., by Dr. Ralph Querry, its President, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions, for and on behalf of said corporation for the purposes and uses therein set forth.

Witness my hand and Notarial Seal this 26 day of November, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_

My County of Residence: Marion

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Golden Woods Neighborhood Association, Inc., by Elizabeth Roberge, its Secretary, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions, for and on behalf of said corporation for the purposes and uses therein set forth.

Witness my hand and Notarial Seal this 26 day of November, 2001.



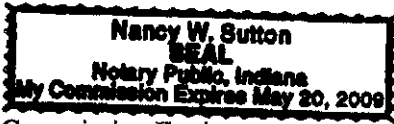
Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_

My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Barbara J Alderson, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 26 day of November, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Tad W. Krajewski & Lynn Krajewski, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Joyce D. Meyers, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 26 day of November, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: MARION

Address: 9305 Fordham St., Indianapolis, Indiana, 46268

Owner: Tamara Holmes (signed) Owner: Christopher Holmes (signed)

Owner: Jamere Holmes (printed) Owner: Christopher Holmes (printed)

Address: 9260 Golden Woods, Indianapolis, Indiana, 46268

Owner: Dr. John Bailey (signed) Owner: Charlotte J. Walker (signed)

Owner: Dr. John B. Bailey (printed) Owner: Charlotte J. Walker (printed)

Address: 9236 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Mary D. Frenz (signed) Owner: N/A (signed)

Owner: Mary D. Frenz (printed) Owner: \_\_\_\_\_ (printed)

Address: 9234 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Domag Segal (signed) Owner: N/A (signed)

Owner: DOMAG SEGAL (printed) Owner: \_\_\_\_\_ (printed)

Address: 9267 Golden Woods Drive, Indianapolis, Indiana, 46268

Owner: Janet L. FeBell (signed) Owner: N/A (signed)

Owner: Janet L. FeBell (printed) Owner: \_\_\_\_\_ (printed)

Address: 9266 Grinnell St., Indianapolis, Indiana, 46268

Owner: S. C. Rounds (signed) Owner: Roberta F. Rounds (signed)

Owner: STEVEN C. ROUNDS (printed) Owner: Roberta F. Rounds (printed)



Address: 9272 Golden Woods Dr, Indianapolis, Indiana, 46268

Owner: Thomas P Wagner (signed) Owner: Joan R. Wagner (signed)

Owner: THOMAS P. WAGNER (printed) Owner: JOAN R. WAGNER (printed)

Address: 9308 Brunell St., Indianapolis, Indiana, 46268

Owner: Virgil N. Barron (signed) Owner: N/A (signed)

Owner: Virgil H. BARRON (printed) Owner: \_\_\_\_\_ (printed)

Address: 9275 Golden Wds Dr, Indianapolis, Indiana, 46268

Owner: Carl W Owings (signed) Owner: N/A (signed)

Owner: CARL W OWINGS (printed) Owner: \_\_\_\_\_ (printed)

Address: 9269 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Judith A. Forney (signed) Owner: N/A (signed)

Owner: Judith A. Forney (printed) Owner: \_\_\_\_\_ (printed)

Address: <sup>2984 Amherst</sup>Marilouise Mennen, Indianapolis, Indiana, 46268

Owner: Marilouise Mennen (signed) Owner: N/A (signed)

Owner: Marilouise Mennen (printed) Owner: \_\_\_\_\_ (printed)

Address: 9306 Golden Woods Dr, Indianapolis, Indiana, 46268

Owner: Nancy Crouse (signed) Owner: N/A (signed)

Owner: Nancy Crouse (printed) Owner: \_\_\_\_\_ (printed)

Address: 9248 Golden Woods Dr, Indianapolis, Indiana, 46268

Owner: Nancy Russell (signed) Owner: N/A (signed)

Owner: Nancy Russell (printed) Owner: \_\_\_\_\_ (printed)

Address: 2979 Amherst St, Indianapolis, Indiana, 46268

Owner: Karel Bergstedt (signed) Owner: N/A (signed)

Owner: KAROL BERGSTEDT (printed) Owner: \_\_\_\_\_ (printed)

Address: 2968 Amherst St, Indianapolis, Indiana, 46268

Owner: Helen M. Nicholas (signed) Owner: N/A (signed)

Owner: HELEN M. NICHOLAS (printed) Owner: \_\_\_\_\_ (printed)

Address: 2908 Amherst St, Indianapolis, Indiana, 46268

Owner: Carl L. Ambery (signed) Owner: Sandra Ambery (signed)

Owner: CARL L. AMBERY (printed) Owner: SANDRA AMBERY (printed)

Address: 2949 Amherst St, Indianapolis, Indiana, 46268

Owner: N (signed) Owner: Ernest J. Hirst (signed)

Owner: NORMA R. HIRST (printed) Owner: ERNEST J. HIRST (printed)

Address: 9290 GOLDEN WOODS DR, Indianapolis, Indiana, 46268

Owner: Larry G. Webb (signed) Owner: N/A (signed)

Owner: LARRY G. WEBB (printed) Owner: \_\_\_\_\_ (printed)

Address: 2910 AMHERST ST, Indianapolis, Indiana, 46268

Owner: Maryline Tomlin (signed) Owner: N/A (signed)

Owner: MARYLINE TOMLIN (printed) Owner: \_\_\_\_\_ (printed)

Address: 2920 Amherst St., Indianapolis, Indiana, 46268

Owner: Marys Gallagher (signed) Owner: N/A (signed)

Owner: MARY JO GALLAGHER (printed) Owner: \_\_\_\_\_ (printed)

Address: 2934 AMHERST ST, Indianapolis, Indiana, 46268

Owner: Mary Louise Pruyn (signed) Owner: N/A (signed)

Owner: MARY LOUISE PRUYN (printed) Owner: \_\_\_\_\_ (printed)

Address: 2932 Amherst St, Indianapolis, Indiana, 46268

Owner: James W Turner (signed) Owner: Carol A Turner (signed)

Owner: JAMES W. TURNER (printed) Owner: CAROL A. TURNER (printed)

Address: 2954 Amherst St., Indianapolis, Indiana, 46268

Owner: Fonda E Crandall (signed) Owner: N/A (signed)

Owner: Fonda E. Crandall (printed) Owner: \_\_\_\_\_ (printed)

Address: 2976 Amherst St., Indianapolis, Indiana, 46268

Owner: Betty S. Thurston (signed) Owner: N/A (signed)

Owner: Betty S. Thurston (printed) Owner: \_\_\_\_\_ (printed)

Address: 9293 Fordham St, Indianapolis, Indiana, 46268

Owner: Byron H. Shaff (signed) Owner: N/A (signed)

Owner: BYRON H. SHAFFER (printed) Owner: \_\_\_\_\_ (printed)

Address: 9246 Golden Woods Indianapolis, Indiana, 46268

Owner: L. Weyman (signed) Owner: N/A (signed)

Owner: Rebecca Weyman (printed) Owner: \_\_\_\_\_ (printed)

Address: 2966 Amherst St, Indianapolis, Indiana, 46268

Owner: Rose Pallman (signed) Owner: N/A (signed)

Owner: ROSE PALLMAN (printed) Owner: \_\_\_\_\_ (printed)

Address: 2996 Amherst St, Indianapolis, Indiana, 46268

Owner: Jeannie Parker (signed) Owner: N/A (signed)

Owner: Jeannie Parker (printed) Owner: \_\_\_\_\_ (printed)

Address: 9210 Guinnell St, Indianapolis, Indiana, 46268

Owner: Barbara G. Query (signed) Owner: Ralph P. Query (signed)

Owner: Barbara G. Query (printed) Owner: Ralph P. Query (printed)

Address: 9222 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Elizabeth A. Robb (signed) Owner: ELIZABETH A. ROBB (signed)

Owner: Mary Ziemba-Davis (printed) Owner: MARY ZIEMBA-DAVIS (printed)

Address: 9287 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Dolores J. McEuen (signed) Owner: Anne M. Alia (signed)

Owner: Dolores J. McEuen (printed) Owner: ANNE M. ALIA (printed)

Address: 9281 Golden Woods, Indianapolis, Indiana, 46268

Owner: Marcia K. Partridge (signed) Owner: N/A (signed)

Owner: Marcia K. Partridge (printed) Owner: \_\_\_\_\_ (printed)

Address: 9292 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: S. Anne Buchanan (signed) Owner: N/A (signed)

Owner: S. Anne Buchanan (printed) Owner: \_\_\_\_\_ (printed)

Address: 2959 Amherst, Indianapolis, Indiana, 46268

Owner: JoAnn Morris (signed) Owner: N/A (signed)

Owner: JoAnn Morris (printed) Owner: \_\_\_\_\_ (printed)

Address: 9270 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Sara Jane Wolf (signed) Owner: N/A (signed)

Owner: SARA JANE WOLF (printed) Owner: \_\_\_\_\_ (printed)

Address: 9304 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Arthur Freeman (signed) Owner: N/A (signed)

Owner: ARTHUR FREEMAN (printed) Owner: \_\_\_\_\_ (printed)

Address: 9268 Grinnell St., Indianapolis, Indiana, 46268

Owner: Estate of Mark T. Masodini (signed) Owner: N/A (signed)  
*Marilyn W. Masodini, Personnel Rep.*

Owner: Estate of Mark T. Masodini (printed) Owner: \_\_\_\_\_ (printed)  
*Marilyn W. Masodini, Personnel Rep.*

Address: 9309 Golden Woods Dr. Indianapolis, Indiana, 46268

Owner: C.W. Kunz (signed) Owner: Ann Kunz (signed)

Owner: C.W. Kunz (printed) Owner: Ann Kunz (printed)

Address: 9224 Golden Woods Drive, Indianapolis, Indiana, 46268

Owner: Nancy W. Sutton (signed) Owner: N/A (signed)

Owner: Nancy W. Sutton (printed) Owner: \_\_\_\_\_ (printed)

Address: \_\_\_\_\_, Indianapolis, Indiana, 46268

Owner: \_\_\_\_\_ (signed) Owner: \_\_\_\_\_ (signed)

Owner: \_\_\_\_\_ (printed) Owner: \_\_\_\_\_ (printed)

Address: \_\_\_\_\_, Indianapolis, Indiana, 46268

Owner: \_\_\_\_\_ (signed) Owner: \_\_\_\_\_ (signed)

Owner: \_\_\_\_\_ (printed) Owner: \_\_\_\_\_ (printed)

Address: \_\_\_\_\_, Indianapolis, Indiana, 46268

Owner: \_\_\_\_\_ (signed) Owner: \_\_\_\_\_ (signed)

Owner: \_\_\_\_\_ (printed) Owner: \_\_\_\_\_ (printed)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Charlotte J. Walter & John Bailey, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 3 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Mary D. Frentz, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 4 day of December, 2001.

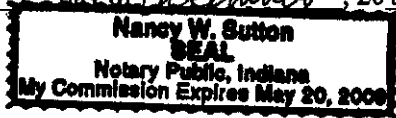


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Donna G. Segal, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 4 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Janet L. Zebell, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 5 day of December, 2001.

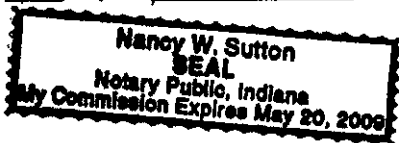


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Steven C. Bounds, Roberta F. Bounds, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 6 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Thomas P. Wagner, Joan R. Wagner, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 11 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Virgil H. Barron, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 13 day of December, 2001



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Carl W. Owings, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 13 day of December, 2001.

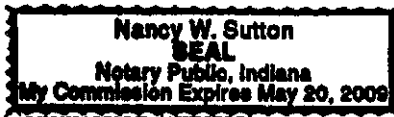


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Judith A. Forney, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.

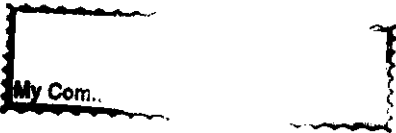


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Marilouise Mennen, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Nancy Crouse, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Nancy Russell, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MARION        )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Karol Bergstedt, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 14 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MARION        )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Helen M. Nicholas, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 14 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA        )  
  ) SS:  
COUNTY OF MARION        )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Carl E. Ambery + Sandra Ambery, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Norma R. Hirst & Ernest J. Hirst, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 14 day of January, 2002.



My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Maxine Tomlin, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Mary Jo Gallagher, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Larry G. Webb, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Mary Louise Pruyn, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared James W. Turner & Carol A. Turner who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Fonda E. Crandall, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Betty S. Thurston, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Byron H. Shaffer, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Tamara Holmes & Christopher Holmes, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.

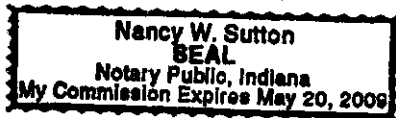


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Rebecca Wagman, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Rose Pullman, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Jeanne Parker, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Barbara G. Querry & Ralph P. Querry, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Elizabeth A. Berge and Mary Ziemba Davis who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Delores D. McEuen and Anne M. Alia, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 28 day of January, 2002



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Marcia K. Partridge, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 26 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared D. Ann Burcham, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 28 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Jo Ann Morris, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Sarah Jane Wolf, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 25 day of April, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Arthur Freeman, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 25 day of April, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Malinda P. Massalini, Personal Rep., who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 1 day of May, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared C.W. Kunz and Ann Kunz, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 21 day of May, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Nancy W. Sutton, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 3rd day of July, 2002.



Carrie P. Amt  
Notary Public  
Carrie P. Amt  
Printed

My Commission Expires: July 18, 2009  
My County of Residence: Marion

Address: 2998 Amherst St,, Indianapolis, Indiana, 46268

Owner: JEAN Y. CHUA (signed) Owner: *Jean Y. Chua* (signed)

Owner: \_\_\_\_\_ (printed) Owner: \_\_\_\_\_ (printed)

STATE OF Indiana )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for the State of Indiana, personally appeared JEAN Y. CHUA, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial

Seal this 9th day of May, 2002.



*Loretta Taylor*  
Notary Public  
Loretta Taylor

Printed

My Commission Expires: July 29, 2009

My County of Residence: Marion

Address: 9307 Fordham, Indianapolis, Indiana, 46268

Owner: J Vasu (signed) Owner: J Vasu (signed)

Owner: John C Vasu (printed) Owner: Rhesa S Vasu (printed)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of INDIANA, personally appeared RHESA S & JOHN C VASU, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial

Seal this 6 day of MAY, 2002.

Betty M. Wilson  
Notary Public  
BETTY M WILSON

Printed

My Commission Expires: 5/4/08

My County of Residence: LAWRENCE



Address: 9301 Golden Woods Dr Indianapolis, Indiana, 46268

Owner: [Signature] (signed) Owner: \_\_\_\_\_ (signed)

Owner: Stephen B. Caplin (printed) Owner: \_\_\_\_\_ (printed)

STATE OF Indiana  
COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for the State of Indiana, personally appeared Stephen B. Caplin, who acknowledged the execution of the

foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial

Seal this 1<sup>st</sup> day of July, 2002.

[Signature]

Notary Public  
Joanah Lee Strahl

Printed

My Commission Expires: February 18, 2007

My County of Residence: Hendricks

Address: 9291 FORDHAM ST, Indianapolis, Indiana, 46268

Owner: *Benjamin Weidberg* (signed) Owner: \_\_\_\_\_ (signed)

Owner: Benjamin Weidberg (printed) Owner: \_\_\_\_\_ (printed)

STATE OF Indiana )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Benjamin Weidberg, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial

Seal this 1<sup>st</sup> day of July, 2002.

*Kathleen Baumann*

Notary Public  
KATHLEEN BAUMANN

Printed

My Commission Expires: 5/2008

My County of Residence: Hamilton

Return Recorded Copy To: Ralph P. Querry  
9210 Grinnell Street  
Indianapolis, Indiana 46268



22  
KB

Cross-Reference: 1982-42714

**AMENDED AND RESTATED CODE OF BY-LAWS OF  
OLDE MILL HOMEOWNERS ASSOCIATION, INC.**

**An Indiana Nonprofit Corporation**

This Amended and Restated Code of By-Laws of Olde Mill Homeowners Association, Inc. was made as of the date set forth below.

**WITNESSETH THAT:**

WHEREAS, the Olde Mill Horizontal Property Regime located in Marion County, Indiana was originally created and formed pursuant to the Indiana Horizontal Property Act presently codified at Indiana Code § 32-25-1 et seq., as amended, and pursuant to a certain "Declaration of Horizontal Property Ownership for Olde Mill Horizontal Property Regime," recorded in the Office of the Recorder of Marion County, Indiana, on August 6, 1982, as **Instrument No. 1982-42714** ("Declaration"), to which were attached as an exhibit the Code of By-Laws of Olde Mill Homeowners Association, Inc. ("By-Laws"), said By-Laws being recorded on the same date and under the same Instrument No. 1982-42714; and

WHEREAS, Section 7.01 of the By-Laws provides that its provisions can be amended in the same manner as amendments to the Declaration; and

WHEREAS, Paragraph 19 of the Declaration states that amendments must be approved with the consent of Owners of Condominium Units to which at least 75% of the votes in the Association are allocated; and

WHEREAS, there are no Eligible Holders of mortgages as defined in the By-Laws; and

WHEREAS, the Co-Owners of the Olde Mill Homeowners Association, Inc. ("Association") desire to adopt certain amendments to the Code of By-Laws of the Association as set forth herein and to incorporate such amendments into an Amended and Restated Code of By-Laws of the Association; and

WHEREAS, after notice was duly given pursuant to the By-Laws, the Annual Meeting of the Co-Owners and the Association was held on the 14<sup>th</sup> day of May 2007, and reconvened on the 6<sup>th</sup> day of September, 2007, one of the stated purposes of which was to consider and adopt said amendments to the By-Laws of the Association; and

WHEREAS, at said Annual Meeting, the Owners holding more than seventy-five percent (75%) of the total Percentage Vote of the Co-Owners voted to approve said amendments to the By-Laws of the Association.

NOW, THEREFORE, the By-Laws are amended and restated as follows:

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**AMENDED AND RESTATED CODE OF BY-LAWS 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 hereof. The Declaration is incorporated herein by reference, and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these By-Laws. The definitions and terms as defined and used in the Declaration shall have the same meaning in these By-Laws and reference is specifically made to paragraph 1 of the Declaration containing definitions of terms. The provisions of these By-Laws shall apply to the Property and the administration and conduct of the affairs of the Association.

Section 1.01. 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 other 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, approving the annual budget, providing for the collection of common expenses and for such other purposes as may be required by the Declaration, these By-Laws or the Act.

Section 2.02. Annual Meetings. The Annual Meeting of the Members of the Association shall be held on the first Monday of October in each calendar year. At the Annual Meeting, the Owners shall elect the Board of Managers of the Association in accordance with the provisions of these By-Laws and transact such other business as may properly come before the meeting.

Section 2.03. Special Meetings. A special meeting of the Members of the Association may be called by resolution of the Board of Managers or upon a written petition of 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 nor less than ten (10) days prior to the date of such meeting. The notice shall be mailed or delivered to the owners at the addresses of their respective Condominium Units and not otherwise. A copy of each such written notice shall also be delivered or mailed simultaneously by the Secretary of the Association to each Mortgagee, (a) who requests in writing that such notices be delivered to it, and (b) who has furnished the Association with its name and address in accordance with Section 8.01 of these By-Laws. 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 or 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 such parties constituting such Multiple Owner, or the partners in such partnership, designate another voting representative in writing, or until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies, or until 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 of 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 on behalf of such 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 Nonprofit Corporation Act of 1991 (hereinafter referred to as the "Statute"), the Owners representing a majority of the Percentage Vote shall constitute a quorum of all meetings. The term "majority of Owners" or "majority of Percentage Vote", as used in these By-Laws, shall mean the Owners entitled to more than fifty percent (50%) of the Percentage Votes in accordance with the applicable percentage set forth in the Declaration, as such may be amended from time to time.

(f) Conduct of Annual Meeting. The President of the Association shall act as the Chairman of all annual meetings of the Association if he is present. At all annual meetings, the Chairman shall call the meeting to order at the duly designated time and business shall 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 twenty-one (21) days prior to the date of the Annual Meeting. No nominations will be allowed from the floor. 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 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 meeting 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 a "Manager"). From and after the annual meeting of the Association in 2007, the Board of Managers shall be composed of seven (7) persons or such greater or lesser number as may be approved by a majority of the Percentage Vote at any meeting of the Association. 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. In no event shall the Board be composed of fewer than three (3) or more than nine (9) persons. If any vote taken

among the Board of Managers should result in a tie, the vote of the President of the Association shall be counted twice for the purpose of breaking the tie.

Section 3.02. [Intentionally Left Blank]

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. At the annual meeting in 2007, three members shall be elected to the Board of Managers for a full, three-year term. Thus, the total number of the Board of Managers shall be seven (7) members, with approximately one-third (1/3) of the managers' terms expiring annually. Each member of the Board of Managers shall be elected for a term of three (3) years.

Each manager shall hold office throughout the term of his election and until his successor is elected and qualified. 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 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 Olde 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. 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 of 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 purchasers 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 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 reasonably 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 management agreement 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 Mille;
- (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 and exercise all of the powers granted in the Declaration, including but not limited to the powers set forth in paragraph thereof, as amended from time to time in accordance with the Declaration.

Section 3.08. Limitation on Board Action. The authority of the Board of Managers to enter into contracts shall be limited to contracts involving a total expenditure of less than Twenty-Five Thousand Dollars (\$25,000.00) without obtaining the prior approval of a majority of the Percentage Vote, except that in the following cases such approval shall not be necessary:

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

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

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

Special meetings of the Board may be called by the President or any two members of the Board. The person or persons calling such meeting shall give written notice thereof to the Secretary who shall either personally or by mail, and at least three (3) days prior to the date of such special meeting, give notice to the Board members. The notice of the meeting shall contain a statement for 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 each 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 a 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 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 Personal Interest.

Section 3.14. Additional Indemnity of Managers. The Association shall indemnify, hold harmless and defend any person, his heirs, assigns and legal representatives, made a party to any action, suit or proceeding by reason of the fact that he is or was a Manager of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, except as otherwise specifically provided herein in relation to matters as to which it shall be adjudged in such action, suit or proceeding that such Manager is liable for gross negligence or misconduct in the performance of his duties. The Association shall also reimburse to any such Manager the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding, if it shall be found by a majority of the Percentage Vote that such Manager was not guilty of gross negligence or misconduct. In making such findings and notwithstanding the adjudication of 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, or other person, firm or corporation employed by the Association to render advice or service, unless such Manager had actual knowledge of the falsity or incorrectness thereof; nor shall a manager be deemed guilty of or liable for negligence or misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Managers.

Section 3.15. Bond. The Board of Managers 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 expenses of any such bonds shall be a Common Expense. 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 of all Units plus reserve funds. The bonds 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 non-payment 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 Managers may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two or more offices may be held by the same person, except that the duties of the President and Secretary shall not be performed by the same person.

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

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

Section 4.04. The Vice-President. The Vice-President shall be elected from among the Managers and shall perform all duties incumbent upon the President during the absence or disability of the

President. The Vice-President shall also perform such other duties as these By-Laws may prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

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

Section 4.06. The Treasurer. The Board shall elect from among the Managers a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and who shall perform such other duties incident to the office of Treasurer. He shall be the legal custodian of all monies, notes, securities, and other valuables which may from time to time come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designed 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 such 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 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 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 upon 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 Assessments 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 Assessment as finally determined shall be paid in full by the remaining payments due in each 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 owners, 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 has 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 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 (hereinafter 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 therefore 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.

Section 5.05. Failure of Owner to Pay Assessments. (a) No Owner may exempt himself from paying Regular Assessments or 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 Building 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 Assessment or Special Assessment 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. In any action to foreclose the lien for any Assessment, 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.

Upon the failure of an Owner to make timely payments of any Regular or Special Assessment, or other amount properly billed to such Owner, if such Assessment or other property billed amount remains unpaid for fifteen (15) or more days after the due date, if the Owner has a history of repeated failure to make timely payment of Assessments or other amounts due from such Owner and if the Owner has been notified in writing by the Board of past delinquencies, the Board shall impose an interest charge upon such Owner's delinquent balance at the rate of two percent (2%) over the then prime rate at Bank One in Indianapolis, such interest charge to apply until such delinquent balance and the interest thereon have been paid in full. In addition to such interest charge, if any, upon failure of an Owner to make timely payment of any Regular Assessment or Special Assessment, when due, the Board may, in its discretion, accelerate the entire balance of the unpaid Assessment and declare the same immediately due and payable, notwithstanding any other provision to the contrary.

The Board may, at its option, bring a suit to recover a money judgment for any unpaid Regular Assessment or Special Assessment, plus interest thereon as aforesaid, 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 incurred costs and expenses of such action, including, but not limited to, reasonable attorneys' fees, from the Owner of the Condominium in question.

(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 the 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 become 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 therefore. 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 therefore. 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. [Intentionally Left Blank]

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, ceiling 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 act or omissions of an Owner or 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 of 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 Area or Limited Area, 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 part thereof, or any equipment, facilities or fixtures affecting or serving other Condominium Units or any Common Areas or Limited Areas.

## **ARTICLE VI** **RESTRICTIONS, 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, in addition to those set forth in the Declaration:

- (a) All Condominium Units shall be used exclusively for residential purposes and no Condominium Unit may be partitioned or subdivided.
- (b) No additional buildings shall be erected or located on the Tract other than the Buildings designated in the Declaration, or a supplement or amendment to the Declaration, and shown on the Plans or plans filed with such 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 content 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 of any other parts of any building without the prior consent of the Board.

(f) No animals, livestock or poultry of any kind shall be raised, bred or kept in any Condominium Unit, or in the Common Areas or Limited Areas or on the Property, except that pet dogs, cats, or customary household pets may be kept in a Condominium Unit, provided that such pet is not kept, bred or maintained for any commercial purpose and does not create a nuisance. 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 or liability for injury or 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 of these By-Laws. No Condominium Unit shall be used in any unlawful manner 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" sign, 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, unless such planting is within the Owner's individual courtyard.

(n) All garbage, trash, and refuse shall be stored in appropriate containers inside the Condominium Unit (including garage) 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.

(o) 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 86<sup>th</sup> and Spring Mill Road dated September 5, 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 here, in the Declaration, in the Act or otherwise, this Section 6.01(o) may not be amended or modified in any manner whatsoever without the prior written consent 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(o) above.

(p) Common Areas shall be used only for the purposes for which they are designed and intended, and shall be used subject to the rules and regulations from time to time adopted by the Board. For example, recreational areas 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 service, 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. Declaration Amendment Procedure Controlling. Subject to any contrary, overriding or superseding provisions set forth herein or in the Declaration, these By-Laws may be amended in the same manner and subject to 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.

## ARTICLE VIII MORTGAGES

Section 8.01. Notice to Association. Any Owner who places a first mortgage lien upon his Condominium Unit, or the Mortgagee, shall notify the Secretary of the Association thereof and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declaration, these By-Laws or the Act shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in the time provided. Unless notification of any such mortgage and the name and address of the Mortgagee are furnished to the Secretary, either by the Owner or the

Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declaration, these By-Laws or the Act shall be required and no Mortgagee shall be entitled to vote on any matter to which he otherwise may be entitled by virtue of the Declaration, these By-Laws, the Act, or proxy granted to such Mortgagee in connection with the mortgage.

The Association shall, upon request of a Mortgagee who has furnished the Association with its name and address as hereinabove provided, furnish such Mortgagee with written notice of any default in the performance by its borrower of any obligations of such borrower under the Declaration or these By-Laws which is not cured within sixty (60) days.

Section 8.02. Notice of Unpaid Assessments. The Association shall, upon request of a Mortgagee, or proposed mortgagee, or a proposed purchaser who has a contractual right to purchase a Condominium Unit, furnish to such Mortgagee or purchaser a statement setting forth the amount of the unpaid Regular Assessments or Special Assessments against the Condominium Unit, which statement shall be binding upon the Association and the Owners, and any mortgagee or grantee of the Condominium Unit shall not be liable for, nor shall the 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 a 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. In addition to the notice requirements of paragraph (a) above, Mortgagees shall have the following rights:

(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 the mortgages held by such eligible holders are allocated.

(4) As used in this Section, the term, "eligible holder", shall mean a holder, insurer or grantor 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 on 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 name 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. Said 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.

IN WITNESS WHEREOF, I, the undersigned, do hereby execute this Amended and Restated Code of By-Laws and certify the truth of the facts herein stated, this 10<sup>th</sup> day of October, 2007.

Olde Mill Homeowners Association, Inc., by:

John Lewis  
John Lewis, President

ATTEST:

Mark Chestnut  
Mark Chestnut, Secretary

STATE OF INDIANA     )  
  )  
COUNTY OF MARION    )

Before me a Notary Public in and for said County and State, personally appeared John Lewis and Mark Chestnut, the President and Secretary, respectively, of Olde Mill Homeowners Association, Inc., who acknowledged execution of the foregoing Amended & Restated Code of By-Laws of Olde Mill Homeowners Association, Inc. for and on behalf of said corporation and who, having been duly sworn, stated that the representations contained herein are true.

Witness my hand and Notarial Seal this 10<sup>th</sup> day of October, 2007.

Dianne M. Colquitt  
Notary Public - Signature  
Dianne M. Colquitt  
Printed

My Commission Expires:

12-10-09

Residence County: Marion

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law." P. Thomas Murray, Jr., Esq.

This instrument prepared by, and should be returned to, P. Thomas Murray, Jr., EADS MURRAY & PUGH, P.C., Attorneys at Law, 9515 E. 59th Street, Suite B, Indianapolis, IN 46216. Telephone (317) 536-2565.

30

**AMENDMENT TO  
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS**

THIS AMENDMENT made this 26<sup>th</sup> day of November, 2001, by the Golden Woods Neighborhood Association, Inc., an Indiana not-for-profit corporation, (hereinafter, the "Corporation"),

**WITNESSETH:**

WHEREAS, the Declarant, Olde Mill, Inc., (hereinafter, "Declarant"), created and developed a residential community known as Golden Woods, with provision for the removal of snow, the maintenance of exteriors of buildings, the purchase of insurance, the preservation and enhancement of the values and amenities in such residential community, and similar related matters for the benefit of such residential community; and

WHEREAS, in furtherance of Declarant's establishment of the residential community of Golden Woods, the Declarant caused the formation of the Corporation, and caused to be prepared and executed the Declaration of Covenants, Conditions, and Restrictions of Olde Mill, Inc., recorded on the 6 day of AUGUST, 1982, in the Office of the Marion County Recorder, as Instrument No. 82-42714 (hereinafter, the "Declaration of Covenants"); and

WHEREAS, pursuant to the terms of Article XV of the Declaration of Covenants, and in furtherance of the continued improvement of the residential community, the Corporation now desires to amend the Declaration of Covenants, the resolution of such amendments having been duly approved and adopted by the Owners at a meeting held in accordance with the provisions of the Bylaws;

NOW, THEREFORE, the Declaration of Covenants is hereby amended as follows:

**Article VII, Section 2(b) of the Declaration of Covenants is hereby replaced and amended to read in its entirety as follows:**

(b) The Corporation, as part of its duties, and as part of the Common Expenses, shall provide for:

(i) maintenance, repairs, replacement and upkeep of the exteriors of each Dwelling Unit. Such exteriors including, but not limited to, roofs, gutters, original exterior doors, garage door panels and outer seal/gasket, windows (excluding glass which shall be considered a part of interior maintenance), screens, porch posts and porch ceilings, original privacy fences, original patio slabs, original sidewalks, driveways, chimney vents and caps, and outside surfaces of exterior walls shall be considered part of the Common Properties for purposes of maintenance only;

(ii) maintenance of the lawns, which shall be considered part of the Common Properties for purposes of maintenance only. Maintenance of lawns shall include but not be limited to the fertilizing, weed and pest control, and mowing of the grass. It shall not include the care and maintenance of shrubs, trees, flowers, or other plants on any Lot, nor shall it include any watering of the lawns (whether on Lots or the Common Properties) or any mulch on the Lots.

The Board of Directors may adopt such other rules and regulations concerning maintenance, repair, use and enjoyment of the Common Properties (or items deemed Common Properties for purposes of maintenance only) as it deems necessary.

**Article XV, Section 1(d) of the Declaration of Covenants is hereby replaced and amended to read in its entirety as follows:**

(d) Adoption. Any proposed amendment to this Declaration must be approved by the Owners (in person or by proxy) of at least two-thirds (2/3) of the total number of Lots in Golden Woods at a meeting of the Corporation duly called for such purpose. The instrument of amendment must be signed by the President and Secretary of the Corporation and recorded. In the event any Lot or Dwelling 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 Directors in accordance with the provisions hereof.

MARTHA A. WOMACKS  
MARION T. WILSON  
433265 AUG-88  
SUBJECT TO FINAL APPROVAL  
NOT ENTERED FOR RECORD



IN WITNESS WHEREOF, Golden Woods Homeowners Association, Inc., has made and executed this Amendment on the day and year first set forth hereinabove.

GOLDEN WOODS HOMEOWNERS ASSOCIATION, INC.

By: Dr. Ralph Querry  
Dr. Ralph Querry, President

By: Elizabeth A. Roberge  
Elizabeth A. Roberge, Secretary

OWNER APPROVALS:

IN WITNESS WHEREOF, pursuant to Article XV, Section 1(d) of the Declaration of Covenants, the following Owners have approved and executed this Amendment.

Address: 9258 Golden Woods Dr, Indianapolis, Indiana, 46268

Owner: Barbara J. Anderson (signed) Owner: N/A (signed)

Owner: BARBARA J. ANDERSON (printed) Owner: \_\_\_\_\_ (printed)

Address: 2974 Amherst St, Indianapolis, Indiana, 46268

Owner: [Signature] (signed) Owner: [Signature] (signed)

Owner: Tad W. Krajewski (printed) Owner: [Signature] (printed)

Address: 2986 Amherst St., Indianapolis, Indiana, 46268

Owner: Joyce D. Meyers (signed) Owner: N/A (signed)

Owner: Joyce D. Meyers (printed) Owner: \_\_\_\_\_ (printed)

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Golden Woods Neighborhood Association, Inc., by Dr. Ralph Query, its President, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions, for and on behalf of said corporation for the purposes and uses therein set forth.

Witness my hand and Notarial Seal this 26 day of November, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_

My County of Residence: Marion

STATE OF INDIANA        )  
                                  ) SS:  
COUNTY OF MARION     )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Golden Woods Neighborhood Association, Inc., by Elizabeth Roberge, its Secretary, who acknowledged the execution of the foregoing Amendment to Declaration of Covenants, Conditions, and Restrictions, for and on behalf of said corporation for the purposes and uses therein set forth.

Witness my hand and Notarial Seal this 26 day of November, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_

My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Barbara J Alderson, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 26 day of November, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Tad W. Krajewski & Lynn Krajewski, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Joyce D. Meyers, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 26 day of November, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: MARION

Address: 9305 Fordham St., Indianapolis, Indiana, 46268

Owner: Tamara Holmes (signed) Owner: Christopher Holmes (signed)

Owner: Jamere Holmes (printed) Owner: Christopher Holmes (printed)

Address: 9260 Golden Woods, Indianapolis, Indiana, 46268

Owner: Dr. John Bailey (signed) Owner: Charlotte J. Walker (signed)

Owner: DR. JOHN B. BAILEY (printed) Owner: CHARLOTTE J. WALKER (printed)

Address: 9236 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Mary D. Freutz (signed) Owner: N/A (signed)

Owner: Mary D. Freutz (printed) Owner: \_\_\_\_\_ (printed)

Address: 9234 GOLDEN WOODS DR, Indianapolis, Indiana, 46268

Owner: Don Mag. Segal (signed) Owner: N/A (signed)

Owner: DOMAG. SEGAL (printed) Owner: \_\_\_\_\_ (printed)

Address: 9267 Golden Woods Drive, Indianapolis, Indiana, 46268

Owner: Janet L. FeBell (signed) Owner: N/A (signed)

Owner: Janet L. FeBell (printed) Owner: \_\_\_\_\_ (printed)

Address: 9266 Grinnell St., Indianapolis, Indiana, 46268

Owner: S. C. Rounds (signed) Owner: Roberta F. Rounds (signed)

Owner: STEVEN C. ROUNDS (printed) Owner: Roberta F. Rounds (printed)

Address: 9272 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Thomas P. Wagner (signed) Owner: Joan R. Wagner (signed)

Owner: THOMAS P. WAGNER (printed) Owner: JOAN R. WAGNER (printed)

Address: 9308 Brunell St., Indianapolis, Indiana, 46268

Owner: Virgil H. Barron (signed) Owner: N/A (signed)

Owner: Virgil H. BARRON (printed) Owner: \_\_\_\_\_ (printed)

Address: 9275 Golden Wds Dr., Indianapolis, Indiana, 46268

Owner: Carl W Owings (signed) Owner: N/A (signed)

Owner: CARL W OWINGS (printed) Owner: \_\_\_\_\_ (printed)

Address: 9269 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Judith A. Forney (signed) Owner: N/A (signed)

Owner: Judith A. Forney (printed) Owner: \_\_\_\_\_ (printed)

Address: <sup>2984 Amherst</sup>  
Marilouise Mennen, Indianapolis, Indiana, 46268

Owner: Marilouise Mennen (signed) Owner: N/A (signed)

Owner: Mar. Louise MENNEN (printed) Owner: \_\_\_\_\_ (printed)

Address: 9306 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Nancy Crouse (signed) Owner: N/A (signed)

Owner: Nancy Crouse (printed) Owner: \_\_\_\_\_ (printed)

Address: 9248 Golden Woods Dr, Indianapolis, Indiana, 46268

Owner: Nancy Russell (signed) Owner: N/A (signed)

Owner: Nancy Russell (printed) Owner: \_\_\_\_\_ (printed)

Address: 2979 Amherst St., Indianapolis, Indiana, 46268

Owner: Karel Bergstedt (signed) Owner: N/A (signed)

Owner: KAROL BERGSTEDT (printed) Owner: \_\_\_\_\_ (printed)

Address: 2968 AMHERST ST., Indianapolis, Indiana, 46268

Owner: Helen M. Nicholas (signed) Owner: N/A (signed)

Owner: HELEN M. NICHOLAS (printed) Owner: \_\_\_\_\_ (printed)

Address: 2908 Amherst St, Indianapolis, Indiana, 46268

Owner: Carl L. Ambery (signed) Owner: Sandra Ambery (signed)

Owner: CARL L. AMBERY (printed) Owner: SANDRA AMBERY (printed)

Address: 2949 Amherst St., Indianapolis, Indiana, 46268

Owner: N/A (signed) Owner: Ernest J. Hirst (signed)

Owner: NORMA R. HIRST (printed) Owner: ERNEST J. HIRST (printed)

Address: 9290 GOLDEN WOODS DR, Indianapolis, Indiana, 46268

Owner: Larry G. Webb (signed) Owner: N/A (signed)

Owner: LARRY G. WEBB (printed) Owner: \_\_\_\_\_ (printed)

Address: 2910 AMHERST ST, Indianapolis, Indiana, 46268

Owner: Maryn Tomlin (signed) Owner: N/A (signed)

Owner: MARYN TOMLIN (printed) Owner: \_\_\_\_\_ (printed)

Address: 2920 Amherst St., Indianapolis, Indiana, 46268

Owner: Marys Gallagher (signed) Owner: N/A (signed)

Owner: MARY JO GALLAGHER (printed) Owner: \_\_\_\_\_ (printed)

Address: 2934 AMHERST ST, Indianapolis, Indiana, 46268

Owner: Mary Louise Pruyn (signed) Owner: N/A (signed)

Owner: MARY LOUISE PRUYN (printed) Owner: \_\_\_\_\_ (printed)

Address: 2932 Amherst St, Indianapolis, Indiana, 46268

Owner: James W. Turner (signed) Owner: Carol A. Turner (signed)

Owner: JAMES W. TURNER (printed) Owner: CAROL A. TURNER (printed)

Address: 2954 Amherst St., Indianapolis, Indiana, 46268

Owner: Fonda E. Crandall (signed) Owner: N/A (signed)

Owner: Fonda E. Crandall (printed) Owner: \_\_\_\_\_ (printed)

Address: 2976 Amherst St., Indianapolis, Indiana, 46268

Owner: Betty S. Thurston (signed) Owner: N/A (signed)

Owner: Betty S. Thurston (printed) Owner: \_\_\_\_\_ (printed)

Address: 9293 Fordham St, Indianapolis, Indiana, 46268

Owner: Byron H. Shuff (signed) Owner: N/A (signed)

Owner: BYRON H. SHUFF (printed) Owner: \_\_\_\_\_ (printed)

Address: 9246 Golden Woods Indianapolis, Indiana, 46268

Owner: Wayman (signed) Owner: N/A (signed)

Owner: Rebecca Wayman (printed) Owner: \_\_\_\_\_ (printed)

Address: 2966 Amherst St, Indianapolis, Indiana, 46268

Owner: Rose Pallman (signed) Owner: N/A (signed)

Owner: ROSE PALLMAN (printed) Owner: \_\_\_\_\_ (printed)

Address: 2996 Amherst St, Indianapolis, Indiana, 46268

Owner: Jeannie Parker (signed) Owner: N/A (signed)

Owner: Jeannie Parker (printed) Owner: \_\_\_\_\_ (printed)

Address: 9210 Grinnell St, Indianapolis, Indiana, 46268

Owner: Barbara G. Querry (signed) Owner: Ralph P. Querry (signed)

Owner: Barbara G. Querry (printed) Owner: Ralph P. Querry (printed)

Address: 9222 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Mary Ziemba-Davis (signed) Owner: Elizabeth A. Robarge (signed)

Owner: Mary Ziemba-Davis (printed) Owner: MARY ZIEMBA-DAVIS (printed)



Address: 9287 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Dolores D. McFuer (signed) Owner: Anne M. Alia (signed)

Owner: Dolores D. McFuer (printed) Owner: ANNE M. ALIA (printed)

Address: 9281 Golden Woods, Indianapolis, Indiana, 46268

Owner: Marcia K. Partridge (signed) Owner: N/A (signed)

Owner: Marcia K. Partridge (printed) Owner: \_\_\_\_\_ (printed)

Address: 9292 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: S. Anne Burcham (signed) Owner: N/A (signed)

Owner: S. Anne Burcham (printed) Owner: \_\_\_\_\_ (printed)

Address: 2959 Amherst, Indianapolis, Indiana, 46268

Owner: JoAnn Morris (signed) Owner: N/A (signed)

Owner: JoAnn Morris (printed) Owner: \_\_\_\_\_ (printed)

Address: 9270 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Sara Jane Wolf (signed) Owner: N/A (signed)

Owner: SARA JANE WOLF (printed) Owner: \_\_\_\_\_ (printed)

Address: 9304 Golden Woods Dr., Indianapolis, Indiana, 46268

Owner: Arthur Freeman (signed) Owner: N/A (signed)

Owner: ARTHUR FREEMAN (printed) Owner: \_\_\_\_\_ (printed)

Address: 9268 Grinnell St., Indianapolis, Indiana, 46268

Owner: Estate of Mark T. Masodeni (signed) Owner: N/A (signed)  
*Maivida W. Masodeni, Personal Rep.*

Owner: Estate of Mark T. Masodeni (printed) Owner: \_\_\_\_\_ (printed)  
*Maivida W. Masodeni, Personal Rep.*

Address: 9309 Golden Woods, Indianapolis, Indiana, 46268

Owner: C.W. Kunz (signed) Owner: Ann Kunz (signed)

Owner: C.W. Kunz (printed) Owner: Ann Kunz (printed)

Address: 9324 Golden Woods Drive, Indianapolis, Indiana, 46268

Owner: Nancy W. Sutton (signed) Owner: N/A (signed)

Owner: Nancy W. Sutton (printed) Owner: \_\_\_\_\_ (printed)

Address: \_\_\_\_\_, Indianapolis, Indiana, 46268

Owner: \_\_\_\_\_ (signed) Owner: \_\_\_\_\_ (signed)

Owner: \_\_\_\_\_ (printed) Owner: \_\_\_\_\_ (printed)

Address: \_\_\_\_\_, Indianapolis, Indiana, 46268

Owner: \_\_\_\_\_ (signed) Owner: \_\_\_\_\_ (signed)

Owner: \_\_\_\_\_ (printed) Owner: \_\_\_\_\_ (printed)

Address: \_\_\_\_\_, Indianapolis, Indiana, 46268

Owner: \_\_\_\_\_ (signed) Owner: \_\_\_\_\_ (signed)

Owner: \_\_\_\_\_ (printed) Owner: \_\_\_\_\_ (printed)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Charlotte J. Watter & John Bailey, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 3 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Mary D. Freutz, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 4 day of December, 2001.

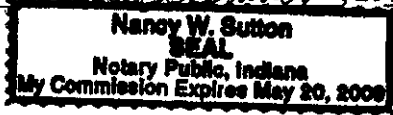


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Donna G. Segal, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 4 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Janet L. Zebell, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 5 day of December 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Steven C. Bruns, Roberta F. Bruns, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 6 day of December, 2001.

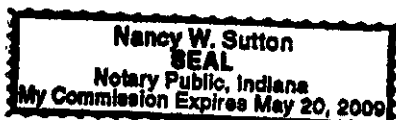


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Thomas P. Wagner, Joan R. Wagner, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 11 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Virgil H. Barron, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 13 day of December, 2001



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Carl W. Owings, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 13 day of December, 2001.

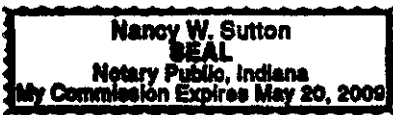


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Judith A. Forney, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.

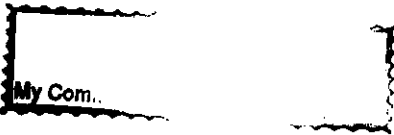


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

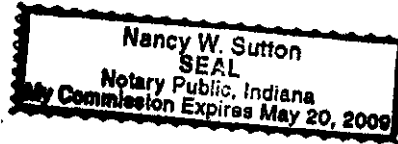
STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Mari Louise Mennen, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Nancy Crouse, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.

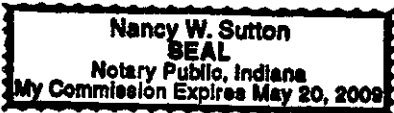


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Nancy Russell, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of December, 2001.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Karol Bergstedt, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 14 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Helen M. Nicholas, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 14 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Carl F. Ambery + Sandra Ambery, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Norma R. Hirst & Ernest J. Hirst, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 14 day of January, 2002.

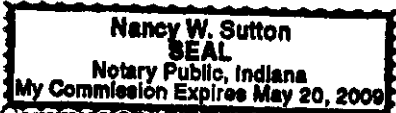


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Maxine Tomlin, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.

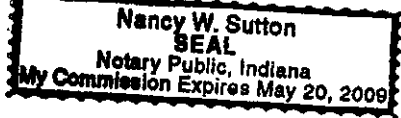


Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Mary Jo Gallagher, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion



STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Larry G. Webb, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 15 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Mary Louise Pruyn, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared James W. Turner & Carol A. Turner who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Fonda E. Crandall, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Betty S. Thurston, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Byron H. Shaffer, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Tamara Holmes & Christopher Holmes, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Rebecca Wagner, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 19 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Rose Pullman, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Jeanne Parker, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Barbara G. Query & Ralph P. Query, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Elizabeth A. Berge and Mary Ziemba Davis who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Delores D. McEuen and Anne M. Alia, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 28 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Marcia K. Partridge, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 26 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared J. Ann Burcham, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 28 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared To Ann Morris, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 20 day of January, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Sarah Jane Wolf, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 25 day of April, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Arthur Freeman, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 25 day of April, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Malinda P. Massalini, Personal Rep., who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 1 day of May, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared C.W. Kunz and Ann Kunz, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 21 day of May, 2002.



Nancy W. Sutton  
Notary Public  
Nancy W. Sutton  
Printed

My Commission Expires: \_\_\_\_\_  
My County of Residence: Marion

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Nancy W. Sutton, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial Seal this 3rd day of July, 2002.



Carrie P. Amt  
Notary Public  
Carrie P. Amt  
Printed

My Commission Expires: July 18, 2009  
My County of Residence: Marion

Address: 2998 Amherst St, Indianapolis, Indiana, 46268

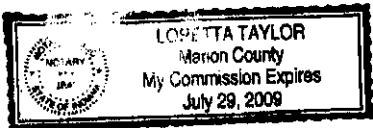
Owner: JEAN Y. CHUA (signed) Owner: Jean Y Chua (signed)

Owner: \_\_\_\_\_ (printed) Owner: \_\_\_\_\_ (printed)

STATE OF Indiana  
COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for the State of Indiana, personally appeared JEAN Y. CHUA, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial

Seal this 9th day of May, 2002.



Loretta Taylor  
Notary Public  
Loretta Taylor

Printed

My Commission Expires: July 29, 2009

My County of Residence: Marion



Address: 9307 Fordham, Indianapolis, Indiana, 46268

Owner: J. Vasu (signed) Owner: [Signature] (signed)

Owner: John C Vasu (printed) Owner: Rhesa S Vasu (printed)

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

Before me, a Notary Public, in and for the State of INDIANA, personally appeared RHESA S + JOHN C VASU, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial

Seal this 6 day of MAY, 2002.

Betty M. Wilson  
Notary Public  
BETTY M WILSON

Printed

My Commission Expires: 5/4/08

My County of Residence: LAWRENCE

Address: 2929 Amherst, Indianapolis, Indiana, 46268

Owner: [Signature] (signed) Owner: [Signature] (signed)

Owner: Robert A Borns (printed) Owner: Sandra S Borns (printed)

STATE OF Indiana )  
 ) SS:  
COUNTY OF Marion )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Robert A + Sandra S Borns, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial

Seal this 6<sup>th</sup> day of MAY, 2002.

[Signature]

Notary Public

Printed

**DEBRA J. HUNTER**  
Notary Public, State of Indiana  
County of Morgan  
My Commission Expires May 24, 2007

My Commission Expires: \_\_\_\_\_

My County of Residence: \_\_\_\_\_

Address: 9301 Golden Woods Dr Indianapolis, Indiana, 46268

Owner: [Signature] (signed) Owner: \_\_\_\_\_ (signed)

Owner: Stephen B. Caplin (printed) Owner: \_\_\_\_\_ (printed)

STATE OF Indiana )  
COUNTY OF Marion ) SS:

Before me, a Notary Public, in and for the State of Indiana, personally appeared Stephen B. Caplin, who acknowledged the execution of the foregoing instrument as his free and voluntary act. Witness my hand and Notarial

Seal this 1<sup>st</sup> day of July, 2002.

[Signature]

Notary Public  
Joanah Lee Strahl

Printed

My Commission Expires: February 18, 2007

My County of Residence: Hendricks

Address: 9291 FORDHAM ST, Indianapolis, Indiana, 46268

Owner: [Signature] (signed) Owner: \_\_\_\_\_ (signed)

Owner: Benjamin Weidberg (printed) Owner: \_\_\_\_\_ (printed)

STATE OF Indiana )  
 ) SS:  
COUNTY OF Hamilton )

Before me, a Notary Public, in and for the State of Indiana, personally appeared Benjamin Weidberg, who acknowledged the execution of the foregoing instrument as his/her/their/its free and voluntary act. Witness my hand and Notarial

Seal this 1<sup>st</sup> day of July, 2002.

[Signature]

Notary Public

KATHLEEN BAUMANN

Printed

My Commission Expires: 5/2008

My County of Residence: Hamilton

Return Recorded Copy To: Ralph P. Querry  
9210 Grinnell Street  
Indianapolis, Indiana 46268