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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
AND
BYLAWS
OF
SHOREWALK I

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DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHOREWALK I

THIS DECLARATION, made on the date hereinafter set forth by
RAMSWOOD DEVELOPMENT CORPORATION, an Indiana corporation,

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in Indianapolis, County of Marion, State of Indiana, which is more particularly described on Exhibit "A" (subject to certain Easements for utilities and rights-of-way servicing the Properties) attached hereto and made a part hereof. The real estate described on Exhibit "A" is hereinafter called Shorewalk I or "The Properties"; and

WHEREAS, the subject of this Declaration consists of Phase One of Shorewalk I and shall contain not more than thirty (30) attached dwellings (Living Units). The legal description of Phase One of Shorewalk I is described in Exhibit B, attached hereto and by this reference incorporated herein, and consists of Blocks "A" through "E" and containing a maximum of thirty (30) Living Units, recorded as Instrument 83-49660 in the Office of Recorder of Marion County, Indiana; and

WHEREAS, it is the intent of Declarant that there shall be a maximum number of one hundred thirty-nine (139) townhouses and zero lotline dwellings (Living Units) within the Properties subject to expansion provisions hereinafter defined. Further, an Association, Shorewalk Community, Inc., shall manage the Common Area, Limited Common Area and Common Recreational Area, and the Association shall establish the budgeting and assessment procedures for the use and maintenance thereof. In addition, the Association shall handle the billing and collection of assessments for maintenance and replacement of the Common Area, Limited Common Area and Recreational Common Area.

WHEREAS, Shorewalk I, which is the subject of this Declaration, is planned as a part of a larger residential community adjacent to its boundaries containing a maximum of an additional ninety-six (96) condominiums (Living Units), more particularly identified in the Declaration of Shorewalk II

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Horizontal Property Regime, recorded as Instrument 830086342
in the Office of Recorder of Marion County, Indiana.

WHEREAS, the Owners of Units in Shorewalk I and Shorewalk II shall automatically become members of the Association with such rights and duties as hereinafter more particularly set forth.

Inasmuch as the Declarant, by this Declaration, is committing only Phase One, consisting of five (5) Blocks designated "A" through "E" containing thirty (30) Units on 6.32 acres in the plat of Shorewalk I, Phase One, the annexation of all or any part the additional Phases contained in Exhibit "A" may be automatically included within this Declaration by a simple Supplemental Declaration as executed and recorded by Declarant, and such action shall require no approvals or other action by either the Owner or the Board of Directors or the members of the Association, as hereinafter more particularly defined. Provided, however, the total land area described in Exhibit "A" shall contain not more than a maximum of one hundred thirty-nine (139) Units.

WHEREAS, simultaneous with the conveyance of any Unit in any phase of development of the Properties to an Owner, the Declarant shall convey the Common Area and Limited Common Area to the Association as designated within each platted Phase of the Properties for the use and enjoyment of the Owners (subject to the terms of this Declaration), which Common Area and Limited Common Area will be more specifically identified and described in the plat of Shorewalk I.

WHEREAS, as each phase is developed in Shorewalk I and Shorewalk II containing Recreational Common Area, as hereinafter more particularly described, such Recreational Common Area shall be conveyed in accordance with the sales schedule hereinafter set forth for their mutual use and enjoyment.

NOW, THEREFORE, Declarant hereby declares that all of the real estate described in Exhibit "B", Common Area and Limited Common Area (subject to certain easements and rights-of-way servicing the Properties) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real estate and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

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ARTICLE I

Definitions

The terms contained in this Declaration of Covenants, Conditions of Restrictions of Shorewalk I shall have the meaning of such terms set forth in such Law, and the following terms shall have the following meanings:

1.1 Shorewalk I or the Properties is the name by which the Property, as hereinafter defined, may be identified herein.

1.2 Property means the Land, as hereinafter defined, all improvements thereon, and all easements and rights appurtenant thereto.

1.3 Land means the land particularly described in Exhibit "A" to this Declaration.

1.4 Phase means that Declarant contemplates the subject Declaration to be the first of eight (8) Phases of a total of one hundred thirty-nine (139) Living Units. Declarant has caused, or will cause, to be platted Blocks "A" through "E" with building areas for Dwellings delineated within each Block containing not more than thirty (30) Living Units as more particularly set forth on the plat in the first phase of development. All Phases of development shall be placed or record no later than January 1, 1988.

1.5 Building means a building located on the Land containing "dwellings" or "units", as hereinafter defined.

1.6 Dwelling or a "unit" shall mean and refer to a single family residence erected on a Lot within the Property.

1.7 Common Area and Facilities means all the Property (including improvements thereto) designated as such on the plat of the Property which shall be owned by the Association in Trust for the Owners of Shorewalk I for the common use and enjoyment of the Owners together with the reciprocal use and enjoyment of Common Area by Owners in both Shorewalk I and Shorewalk II.

1.7.1 The premises for the lodging of management office, equipment storage and personnel in charge of the management and maintenance of the property.

1.7.2 Installations of central services apart from the internal facilities serving a Unit such as power, light, gas, television and transmission towers.

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1.7.3 Such common facilities as may be provided for in this Declaration.

1.7.4 All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use for the benefit of the total Property.

1.8 Limited Common Area and Facilities means the Common Area, if any, which is reserved for the use of certain Units to the exclusion of the other Units.

1.9 Recreational Common Area means the amenities built and maintained for the mutual use and enjoyment of the Owners in Shorewalk I and Shorewalk II, which shall be owned and maintained by Shorewalk Community, Inc., as hereinafter defined. Subject to the annexation of additional territory, as described in the Declaration of Shorewalk II, and the Declaration of Covenants, Conditions and Restrictions of Shorewalk I, and the development of Units therein, the following amenities will be provided in accordance with the combined sales of Condominium Units, townhouses and zero lotline housing within Shorewalk I and Shorewalk II as follows:

1.9.1 Pool and Pool House upon sale of fifty-six (56) Units.

1.9.2 Two Tennis Courts upon the sale sixty-four (64) Units.

1.9.3 Jogging Path upon sale of seventy (70) Units.

1.9.4 Third Tennis Court upon the sale of one hundred twenty-four (124) Units.

1.9.5 Provided, however, if, by a majority vote of the Owners of Units and Declarant, at a regular or special meeting of members of the Association, the foregoing amenities are determined to be undesirable or the cost of maintenance exceeds the benefits or alternative amenities are more desirable, then the foregoing schedule of recreational improvements may be changed or eliminated.

1.9.6 Boat Docking Facilities, Maintenance and Storage Barn to be owned and maintained by the Declarant for total exclusivity to Owners in Shorewalk I and Shorewalk II at a reasonable rate of charge; providing no general or special assessments shall be made upon any Owner for installation and maintenance thereof. Provided, further, twenty-eight (28) boat docks shall be installed upon the sale of fifty-six (56) Units; thirty-four (34) more boat docks shall be installed upon the sale of one hundred twenty-four (124) Units; twenty (20) more boat docks shall be

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installed upon the sale of one hundred sixty-four (164) Units, and thirty-five (35) more boat docks shall be installed upon the sale of two hundred twelve (212) Units. Not more than one hundred seventeen (117) boat docks shall be installed by Declarant, and in the event there is insufficient demand within the community of Shorewalk for a total of one hundred seventeen (117) boat docks, then Declarant shall not be obligated to install or maintain more dock space than is required to meet Owners' demands.

The existing barn shall be owned and maintained by Declarant, portions or all of which may be rented to Owners in Shorewalk I and Shorewalk II at a reasonable rate of charge for storage lockers, boat storage, R-V storage and similar uses.

Upon the composite sale of two hundred (200) Units in Shorewalk I and Shorewalk II, the barn shall be conveyed to Shorewalk Community, Inc., without cost or charge to the Association. In the event less than two hundred (200) Units are developed and sold in Shorewalk I and Shorewalk II, then Declarant may elect to retain title to these facilities and rent same for the intended uses hereinbefore set forth.

1.10 Owner means the Owner of a Unit or a combination of Units, including Declarant, as hereinafter defined, so long as Declarant owns one or more Units.

1.11 Declarant means RAMSWOOD DEVELOPMENT CORPORATION, an Indiana corporation, and the successors to and assigns of the rights thereof under this Declaration; provided, however, an Owner shall not solely, by the purchase of a Unit, be deemed a successor to or assignee of the rights of Declarant under this Declaration unless such Owner is specifically so designated as such successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by Declarant.

1.12 Association means Shorewalk Community, Inc., an Indiana not-for-profit corporation. Each Owner, as he obtains title to his Unit, shall automatically become a member of the Association.

1.13 Shorewalk means the total Shorewalk community inclusive of Shorewalk I and Shorewalk II, not to exceed a total of two hundred thirty-five (235) Units and subject to expandable provisions in the Declarations of the respective developments.

1.14 Board means the Board of Directors of the Association.

1.15 Articles means the Articles of Incorporation of the Association.

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1.16 Bylaws means the Bylaws of the Association.

1.17 Rules means any rules and regulations duly promulgated by the Board pursuant to its powers under any of the "documents" as hereinafter defined.

1.18 Declaration means this Declaration of Covenants, Conditions and Restrictions of Shorewalk I as used herein.

1.19 Documents means this Declaration, the Articles, the Bylaws, the Rules and any document or instrument referred to or contemplated by the foregoing documents.

1.20 Common Expenses means all expenses incurred by the Association.

1.21 Common Surplus means the excess of all receipts of the Association over the Common Expenses.

1.22 Budget means the respective annual budgets of Shorewalk I and Shorewalk II prepared and adopted by the Board for Common Expenses anticipated for the forthcoming year.

1.23 Annual Assessment means the annual assessment assessed upon the Owners in order for the Association to pay expenses contemplated by the Budget.

1.24 Special Assessment means any assessment other than an Annual Assessment by the Board upon an Owner.

1.25 Mortgages means any commercial bank, savings bank, savings and loan association, life insurance company, federal agency, corporation or association, mortgage lending corporation, association, or trust, real estate investment trust, any affiliate or subsidiary of the foregoing, or developer, and any successors or assigns of any of the foregoing, if and as long as the respective entity or person holds a first mortgage on a Unit.

ARTICLE II

Description of Improvements

2.1 Building and Units. Declarant contemplates the development of thirty (30) Units with provision for expansion to a maximum of one hundred thirty-nine (139) attached townhouse and zero lotline dwellings (Units). The first phase of development consists of buildings located on the Blocks of land described in Exhibit "B" attached. An as-built site plan of each Lot and Unit with a Block is illustrated by the Final Plat of Block A in Phase 1 (per Exhibit "B") and attached as Exhibit "C". Subsequent

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Phases shall correspondingly be platted into Blocks and Lots. Each Dwelling is identified by Building and Lot Number, Block Letter and Phase Number (excepting zero lotline Dwellings which shall be identified by Lot), followed by the words "in Shorewalk I, a duly recorded addition to the City of Indianapolis, recorded as Instrument No. 83 0086339, Office of Recorder, Marion County, Indiana. No Unit may be subdivided without the consent of the Board and no action for partition of a Unit shall lie. The identification of each Unit and the boundaries and relative location of each Unit shall be described by the filing of the as-built plat of each Block designated on the plats of Shorewalk I.

2.2 Relocation of Lots. Declarant reserves the right to relocate the Lots within each Block prior to recording the Final as-built plat for each Block approved by the Plats Committee of the Department of Metropolitan Development of Marion County, Indiana, subject to the limitations on the total number of Lots (Units) set forth in subparagraph 1.4 above. As each Block is platted into Lots for construction of Units, all area within the Block that is not a part of the as-built Units shall be designated Common Area or Limited Common Area and conveyed to the Association before any Lot within the Block is sold.

ARTICLE III

Ownership of Common Area and Percentage Interest

3.1 Each Owner shall have an undivided interest in the Common Area and Limited Common Area with all other Owners equal to his Unit's Percentage Interest. Title to the Common Area, Limited Common Area and Recreational Common Area shall be conveyed to the Association, as Trustee, for the uses and purposes set forth in this Declaration. Each Unit's Percentage Interest in the Common Area, Limited Common Area and Recreational Common Area shall be determined in accordance with the following formula.

3.2 If the Property consists only of Phase One, each Unit's Percentage Interest shall be that as each Unit bears to all Units in the Phase. If any additional Phases are annexed, as permitted and contemplated by this Declaration, upon execution of the applicable Supplemental Declaration, the Percentage Interest of each Unit in the Phase or Phases which are a part of the Property prior to such annexation will automatically reduce in accordance with the formula. The Owners of Units in the Phase or Phases which are a part of the Property prior to such annexation shall automatically receive a Percentage Interest in the Common Area, Limited Common Area and Recreational Common Area of such Phase of the additional Phase being annexed, the precise Percentage Interest to be determined and designated in the Supplemental

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Declaration of annexation.

3.3 The Percentage Interest appertaining to each Unit shall be the Percentage Interest in the Land allocable to the Owner thereof in all matters with respect to the Property. Each Owner of a Unit shall be a member of the Association, inclusive of members of Shorewalk II, and shall be entitled to one vote per Unit.

ARTICLE IV

Encroachments and Easements for Common Areas

4.1 If, by reason of the location, construction settling, or shifting of a Unit, a Common Area or Limited Common Area now encroaches or shall hereafter encroach upon any Unit, then, in such event an easement shall be deemed to exist and run to the Owners and the Association for the maintenance, use and enjoyment of such Common Area or Limited Common Area.

4.2 Each Owner shall have an easement in common with each other Owner to use all pipes, wires, ducts, cables, conduits, utility lines and other common facilities.

ARTICLE V

Real Estate Taxes

5.1 Real estate taxes are to be separately taxed to each Lot as provided by the Indiana Real Property Tax Law. Taxes on the Common Area, Limited Common Area and Recreational Common Area shall be taxed to the Association, as Trustee, which shall be reimbursed by the Lot Owners to the Association through Regular Assessments as hereinafter provided and calculated on the basis of the Lot or Unit Owner's Percentage Interest therein.

5.1.1 With respect to the real estate taxes assessed against the Common Area and Limited Common Area, the amount of such taxes shall be made according to the Percentage Interest and will apply to all real estate in Phases effectively brought into the Land described in Exhibit "A". Declarant will pay for the taxes on the real estate until annexed, at which time the Owners will pay all of same according to their Percentage Interest.

5.1.2 With respect to the real estate taxes assessed against the Lots and Units, the respective Owners will be fully obligated to pay the amounts assessed against same.

5.1.3 All other taxes assessed against the real estate or

improvements shall be calculated by the same formula and paid for according to the Percentage Interest.

ARTICLE VI

Utilities and Easements

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

6.2 All public and quasi-public vehicles, including, but not limited to, police, fire and other emergency vehicles, trash and garbage collection, post office vehicles and privately owned delivery vehicles, shall have the right to enter upon the streets, Common Area and Limited Common Area in the performance of their duties. An easement is also granted to all utilities and their agents for ingress, egress, installation, replacement, repairing, and maintaining of such utilities, including, but not limited to, water, sewers, gas, telephones and electricity on the Land; provided, however, nothing herein shall permit the installation of sewers, electric lines, water lines, or other utilities, except as initially designed and approved by Declarant or as thereafter may be approved by the Board. By virtue of this easement, the electric and telephone utilities are expressly permitted to erect and maintain the necessary equipment on the Land and to affix and maintain electric and telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of the buildings.

ARTICLE VII

Association of Owners

7.1 In order to provide for the maintenance, repair, replacement, administration and operation of the Land, there is created an Association of the Owners of the Lots or Units within Shorewalk I, as well as the Owners of Units within Shorewalk II, to be known as Shorewalk Community, Inc.. Each Owner shall be a member of the Association, but membership shall terminate when such person ceases to be an Owner, and such membership will be transferred to the new Owner.

7.2 The Association shall elect a Board of Directors annually in accordance with and as prescribed by the Bylaws. The Owners shall be entitled to cast one vote per Unit for the election of the Board.

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7.3 The Board shall be the governing body of the Association, representing all of the Owners in providing for the management, maintenance, repair, replacement and upkeep of the Land.

ARTICLE VIII

Maintenance, Decoration, Repair and Replacement

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

ARTICLE IX

Annexation and Automatic Change of Percentage Interest

9.1 As each Phase is developed, Declarant shall record a Supplemental Declaration annexing and adding such Phase to this Declaration and making it a part of the Properties. Declarant reserves the right to annex additional Phases thereof that are not necessarily in numerical order shown on any general plan of development. Such Supplemental Declaration shall contain the following:

9.1.1 A description of the real estate to be annexed.

9.1.2 A description of the Lots or Units described in a manner consistent with this Declaration.

9.1.3 The Percentage Interest of all Units upon annexation, computed in accordance with the formula.

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

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9.2.1 The Phase described in each Supplemental Declaration shall be governed in all applicable respects by the provisions of this Declaration.

9.2.2 The Percentage Interest applicable to each Unit shall be automatically reallocated in accordance with the schedule set forth in such Supplemental Declaration. On recording of each Supplemental Declaration, the amount by which the Percentage Interest of a Unit is reduced thereby shall be deemed to release and divest that amount from such Owner and revert to the Declarant, its successors and assigns.

9.2.3 Each deed, mortgage, or other instrument affecting a Unit shall be deemed given subject to the limitation that the Percentage Interest appurtenant to each Unit shall be, upon the recording of each Supplemental Declaration, altered in accordance with the Supplemental Declaration.

9.2.4 The Percentage Interest in the Common Area, Limited Common Area and Recreational Common Area appurtenant to each Unit and held in trust by the Association shall be deemed to include any additional Common Area, Limited Common Area and Recreational Common Area annexed heroby by a Supplemental Declaration, which Supplemental Declaration shall automatically grant and convey to the Owners the appropriate Percentage Interest, and each deed, mortgage, or other instrument affecting a Unit shall be deemed to include such additional Common Area, Limited Common Area and Recreational Common Area and the ownership of any Unit and lien of any mortgage shall automatically include and attach to such additional Common Area, Limited Common Area and Recreational Common Area upon recording of such Supplemental Declaration.

9.2.5 The recording of a Supplemental Declaration shall not alter the amount of the lien for Common Expenses assessed to a Unit in a Phase already a part of the Properties prior to such recording. The lien for the pro rata share of Common Expenses for the Phases annexed upon such recording shall be assessed and paid as provided in the Bylaws.

9.2.6 Each Owner agrees for himself and all those claiming under him, including mortgagees, that any changes in Percentage Interest as set forth in any Supplemental Declaration which is in accordance with the formula expressed herein, shall be deemed to be made by agreement of all Owners.

9.2.7 Each Owner agrees to execute and deliver such documents as are necessary or desirable to accomplish the annexation of the Phases in the Land in accordance with the provisions and intent of this ARTICLE.

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9.2.8 Each Owner, by acceptance of a deed to a Unit, shall thereby appoint Declarant or its nominee as such Owner's attorney-in-fact for the purpose of reallocating, from time to time, the Percentage Interest appurtenant to such Owner's Unit in accordance with the provisions of this ARTICLE. The appointment of Declarant or its nominee as such attorney-in-fact and the granting of such special power to Declarant or its nominee shall be deemed to be coupled with an interest, shall be irrevocable and binding upon the heirs, successors and assigns of such Owner, but shall expire when all of the additional Phases have been annexed, Declarant turns the project over to the Owners, or on January 1, 1988, whichever first occurs.

9.3 In the event Declarant does not elect to annex additional Phases within the Land or any part thereof, as permitted by this ARTICLE, Declarant shall file a Supplemental Declaration which shall permanently remove that part of the Land that has not been annexed from any right to be made a part of the Properties; provided, however, any Phase for which a Supplemental Declaration has not been filed by January 1, 1988, shall be automatically removed from the possibility of becoming a part of the Properties in the manner provided in this Declaration. Upon the filing of such Supplemental Declaration removing a part of the additional Phases from the possibility of becoming a part of the Properties in accordance with this Declaration, the Percentage Interest designated in the Declaration or Supplemental Declaration last filed shall not be altered without the consent of ninety per cent (90%) of all Owners.

ARTICLE X

Assessments

10.1 Annual Accounting. Annually, after the close of each calendar year and prior to the date of the annual meeting of the Association, the Board shall cause to be prepared and furnished to each Owner a financial statement, which statement shall show all receipts and expenses received, incurred and paid during the preceding calendar year.

10.2 Proposed Annual Budget. Annually, on or before the date of the annual meeting of the Association, the Board of Directors shall cause to be prepared a proposed annual budget for the ensuing calendar year for both Shorewalk I and Shorewalk II estimating the total amount of the Common Expenses for the ensuing year, and furnish a copy of such proposed budget to each Owner prior to the annual meeting. It is anticipated that assessments for Owners in Shorewalk II may vary from assessments in Shorewalk I because real property taxes on Common Area and

Limited Common Area are assessed and charged to individual Owners in Shorewalk II, whereas such assessments in Shorewalk I are assessed and paid directly by the Association. Also, certain internal common areas of buildings in Shorewalk II may require different budgeting procedures for maintenance and replacement reserve. Therefore, the Board of Directors shall establish separate budgets for Shorewalk I Owners and Shorewalk II Owners; however, assessments as to each class shall be uniform and in accordance with the Percentage Interest of the Owners in the respective properties. The annual budget shall be submitted to the Owners at the meeting of the Association for adoption and if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of Owners, the budget may be approved in whole or in part, or may be amended in whole or in part, by a majority of the vote; provided, however, that in no event shall the annual meeting of Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

10.3 Regular Assessments. The annual budget as adopted shall, based on the estimated cash requirement for the Common Expenses in the ensuing year as set forth in said budget, contain a proposed assessment against each Unit based on the Percentage Interest of each Unit as it relates to the total membership of Owners of Units who are members of the Association. Immediately following the adoption of the annual budget, each Owner shall be given written notice of such assessment against each respective Unit (herein called "Regular Assessment"). The Regular Assessment against each Unit shall be paid in twelve (12) equal monthly installments, commencing on the first day of the month following adoption and on the first day of each calendar month thereafter. Payment of the monthly installments of the Regular Assessment shall be made to the Board of Directors or the Managing Agent, as directed by the Board of Directors; provided, however, Owner may elect to pay monthly assessment semi-annually in advance. The Regular Assessment for the year shall become a lien on each separate Unit as of the first day of the month after adoption.

10.3.1 Upon the completion of each Phase of the Properties, the Owners thereof, together with Owners of Phases theretofore turned over to the Association, together with the cost of all appurtenances to such Phases, will thereafter bear the costs of maintenance of such Phases, subject to all warranties as to habitability of the Units, and Declarant will be responsible for such maintenance of those areas or Phases not yet annexed.

10.4 Costs and Attorneys Fees - Default. In a proceedings arising because of failure of an Owner to make any payments

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required or to comply with any provision of this Declaration, the Bylaws or the rules and regulations adopted pursuant thereto, as each may be amended from time to time, the Association shall be entitled to recover its reasonable attorneys' fees incurred in connection with such default or failure. In the event of default of any Owner to pay assessments when due, there shall be a late charge of two per cent (2%) per month from date of default until paid. Default in payment of any monthly regular assessment shall result in the acceleration of payment of monthly assessments for the remainder of the calendar year, which shall immediately become due and payable.

10.5 Maximum Annual Assessment. Until January 1, 1984, the Interim Monthly Assessment shall be Forty-One and 23/100's Dollars (\$41.23). For the ensuing three (3) calendar years, the Board of Directors may increase the assessment to a maximum of Sixty-Two and 42/100's Dollars (\$62.42) in 1984, Seventy-One and 86/100's Dollars (\$71.86) in 1985, and Eighty-Two and 07/100's Dollars (\$82.07) in 1986, such pro forma assessments being based upon the rate of build-out and the development of amenities as described in Article I, paragraphs 1.9.1, 1.9.2, 1.9.3 and 1.9.4 of this Declaration. Provided, however, assessments may be increased by not to exceed ten per cent (10%) for the years of 1984 through 1987 due to increases in costs of utilities, insurance, taxes and maintenance not anticipated in the pro forma establishment of said assessments.

10.5.1 From and after January 1, 1988, or at such time as the Owners constitute a majority of the Board of Directors, whichever occurs earlier, budgeting and amount of assessments shall be solely determined by such Board provided that the Board shall comply with budgeting and assessment requirements of §30 of the Indiana Horizontal Property Law (I.C. 32-1-6-22) in a comparable manner as this Law applied to Shorewalk II.

10.5.2 From and after January 1st of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment per Unit may be increased above the amount set forth in paragraphs 10.5 and 10.5.1 above of this ARTICLE X by a vote of two-thirds (2/3rds) of the Class A members who are voting in person or by proxy, at a meeting duly called for this purpose.

10.6 Special Assessments. Each of the Owners of Lots or Units shall automatically and mandatorily be members in the Association and entitled to all of the privileges and subject to all of the obligations thereof. Declarant and all Unit Owners, by their acceptance of their deeds, covenant and agree to be bound by the conditions, restrictions and obligations contained in the Articles of Incorporation and regulations of the

Association and of the provisions thereof. Each Owner shall pay to the Association an annual assessment based on the Percentage Interest of each Unit as it relates to the Percentage Interest of the Unit Owner in the total development, which assessment will be necessary to provide for maintenance and repair of the Common Area, Limited Common Area and Recreational Common Area, together with necessary insurance and a separately established reserve fund for replacement and repair of capital improvements (including paving, painting, roofing, etc.) of the Units and of the community activities facilities of the Association, and for any other necessary function for such maintenance and operation of the development that is not included in the budget for usual and ordinary expense and replacement reserves.

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

10.6.2 Where special assessments are proposed that affect only the Properties in Shorewalk I, then only those Owners shall be entitled to vote thereon. Accordingly, only Owners in Shorewalk II shall be entitled to vote on special assessments affecting only the properties described in Shorewalk II.

ARTICLE XI

Easements To And From Additional Phases

11.1 In the event all or any part of the additional Phases of the Land are not annexed, Declarant reserves unto himself, his successors and assigns, for the use and benefit of that part of the Land not annexed, the right and easement to enter upon the streets and Common Area to provide ingress and egress to the property not annexed. It is the purpose and intent of the easements herein granted or reserved to provide free and unrestricted use and access across the roadways and sidewalks for the Owners and residents of the additional Phases and the Land, their guests, invitees, and all public and quasi-public vehicles. However, any property that never becomes annexed shall pay its allocable share of maintenance cost and replacement reserves for such roadways and sidewalks calculated on the acreage to be served as compared to the acreage contained in the Phases of Shorewalk I and Shorewalk II.

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11.2 The easements granted and reserved in this ARTICLE shall be easements and covenants running with the land and accruing to the benefit of the additional Phases.

ARTICLE XII

Insurance

12.1 The Owners, through the Association, shall obtain fire and extended coverage insurance insuring the Units in an amount equal to the full replacement cost thereof as determined by a qualified appraiser, in the form of a master casualty policy affording same that in whole or in part constitutes the Units, Common Area and Limited Common Area, and such insurance shall:

12.1.1 Provide that notwithstanding any provision thereof giving the insurer an election to restore damage in lieu of a cash settlement, such option shall not be exercisable in the event the Owners do not elect to restore pursuant to the following ARTICLE XIII, and

12.1.2 Contain a "Replacement Cost Endorsement".

12.2 Such insurance coverage shall be for the benefit of each Owner and the Association and, if applicable, the Owner's Mortgagee. The proceeds shall be payable to the Association who shall hold such proceeds as trustee for the individual Owners and Mortgagees as their interests appear. The proceeds shall be used or disbursed only in accordance with the provisions of this ARTICLE XII and ARTICLE XIII of this Declaration, as applicable, and any surety bond or bonds obtained by the Board covering the officers of the Association as provided in the Bylaws shall specifically include protection for any insurance proceeds so received.

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

12.4 Each Owner shall have the right to purchase additional insurance he may deem necessary, and each Owner shall be solely responsible for loss or damage to the contents of his own Unit, however caused, including all floor and wall coverings, and fix-

tures and betterments installed by the Owner, and his personal property stored elsewhere on the Land. Each Owner shall be solely responsible for obtaining his own insurance to cover any such loss and risk including, but not limited to, living expenses.

12.5 Each wall which is built as a part of the original construction of the Dwelling upon Phase One of the Properties and placed on the dividing line between the Lots shall constitute a party wall to the extent not inconsistent with the provisions of this ARTICLE. The general rules of law of the State of Indiana regarding party walls and liability for property damage due to negligence or willful act or omissions shall apply thereto.

12.5.1 The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

12.5.2 If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, subject however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

12.5.3 Notwithstanding any other provisions of this ARTICLE, an Owner, who by his negligent or willful act, causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

12.5.4 The right of any Owner to a contribution from any other Owner under this ARTICLE shall be appurtenant to the Land and shall pass to such Owner's successors in title.

12.5.5 In the event of any dispute arising concerning a party wall, or under the provisions of this ARTICLE, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

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ARTICLE XIII

Casualty and Restoration

13.1 In the event of damage or destruction of the Land by fire or other casualty, the following provisions shall be applicable:

13.1.1 In the event that less than two-thirds (2/3rds) of the Units in any building are destroyed by the occurrence of fire or other casualty, then such Unit or Units shall be promptly repaired and restored. The proceeds of the insurance shall be applied to the cost of such restoration. If the insurance proceeds are not adequate to cover the cost of reconstruction or in the event there are no proceeds, each individual Owner shall have the responsibility for restoring his own Unit at his own expense. The division of such proceeds shall be determined by the Board of the Association, and when so determined in good faith shall be binding upon all Owners and Mortgagees where several Units are located in the same building and are partially destroyed.

13.1.2 In the event that more than two-thirds (2/3rds) of the Units in any building are destroyed by fire or other casualty, then restoration of the Units must be approved within one hundred twenty (120) days from the date of damage or destruction by a majority vote of the Owners. If such approval is not obtained, the property shall be deemed to be owned in common by the Unit Owners; the Percentage Interest in the Properties owned in common which shall appertain to each Unit Owner shall be the Percentage Interest previously owned by such Owner in the Common Area, Limited Common Area and Recreational Common Area and facilities and held in trust by the Association; any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the Percentage Interest of the Unit Owner in the Properties; and the property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Unit Owners in a percentage equal to the Percentage Interest owned by each Owner in the Properties, after first paying out of the respective shares of the Owners, to the extent sufficient for the purpose, all liens on the Percentage Interest in the Properties owned by each Unit Owner.

13.1.3 Restoration, for purposes of subparagraphs 13.1.1 and 13.1.2 above, shall mean construction or rebuilding of the Units to the same condition as they existed immediately prior to the destruction and with a similar type of architecture.

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13.1.4 In the event restoration of Units is necessary, the insurance funds for such restoration shall be disbursed by the Mortgagee, if any, (if it elects to do so), that holds mortgages on fifty-one per cent (51%) of the Units that need to be restored, otherwise by the Association. Such distribution and payment of funds shall be in the manner and in accordance with the procedure normally used when disbursing funds for initial construction. Each insurer shall be notified of this provision by the Owners and each policy of insurance shall comply herewith.

ARTICLE XIV

Sale of Unit by Declarant

14.1 For the purpose of maintaining the residential character of the Properties, and for the protection of the Owners, Declarant specifically reserves the mode and method of the original sale of each Unit until the last Unit in the Properties is sold.

ARTICLE XV

Membership in the Association

15.1 The Land is subject to the covenants and restrictions contained herein. For the purpose of this Declaration, upon the recording of this Declaration and any subsequent amendments and Supplemental Declarations, all the rights and obligations accruing to a Unit shall include, but not be limited to, the obligation to pay the monthly assessments as provided in such Declaration, which monthly assessments are a lien on each Unit, and the necessity and right to become a member of the Association, and to have a vote for each Unit owned.

15.2 The Declarant or Board of Directors reserves the right to construct recreational facilities within the Land, other than those facilities heretofore described, without being compelled to do so. In the event such facilities are to be constructed, those Owners taking title to their respective Unit prior to such decision to so construct recreational facilities shall have the option to participate in the common expense therefor. Those Owners taking title to their respective Unit after such decision may be required by the Declarant or said Board to share in the common expense therefor.

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ARTICLE XVI

Covenants and Restrictions

16.1 The covenants and restrictions applicable to the use and enjoyment of the Units are set forth in the Bylaws of the Association. These covenants and restrictions are for the mutual benefit and protection of the present and future Owners and shall run with the land and inure to the benefit of and be enforceable by the Owners or by the Association. Present or future Owners or the Association shall be entitled to injunctive relief against any violation or attempted violation of these provisions, but there shall be no right of reversion or forfeiture of title resulting from such violation.

ARTICLE XVII

Amendment of Declaration

17.1 Except as otherwise provided in this Declaration, amendments to this Declaration shall be proposed and adopted in the following manner:

17.1.1 Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered. The amendments to Declaration dealing with the additional Phases and reassignment of Percentage Interest in the respective Phases, however, are not subject to the conditions of this ARTICLE and may be adopted by the Board without notice.

17.1.2 Resolution. A resolution to adopt a proposed amendment may be proposed by the Board or the Owners of at least a majority of the Percentage Vote.

17.1.3 Meeting. The resolution concerning a proposed amendment must be adopted by the designated vote at a meeting duly held in accordance with the provisions of the Bylaws.

17.1.4 Amendment. This Declaration may be amended or changed at any time within twenty (20) years following the date of recordation by an instrument recorded in the Office of the Recorder of Marion County, Indiana, signed by ninety per cent (90%) of the then Owners and thereafter, by a similar recorded instrument signed by at least ninety per cent (90%) of such Owners; provided, however, none of the rights of Declarant reserved hereunder may be amended or changed without Declarant's prior written approval. This Declaration shall run with the land and shall be binding upon all parties claiming under them for a

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period of twenty (20) years from the date of recordation in the Office of the Recorder of Marion County, Indiana, and shall automatically extend for successive periods of ten (10) years each unless, prior to the expiration of any such ten (10) year period, it is amended or change, in whole or in part, as hereinabove provided. Invalidity of any of the covenants, conditions and restrictions of this Declaration, by judgment or decree, shall in no way affect any of the other provisions hereof, but the same shall remain in full force and effect.

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

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

ARTICLE XVIII

Mortgagees' Rights

18.1 Any right of first refusal now or hereafter contained in this Declaration or the Bylaws shall not impair the rights of any first mortgage to:

18.1.1 Foreclose or take title to a Unit pursuant to the

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remedies provided in the mortgage, or

18.1.2 Accept a deed or assignment in lieu of foreclosure in the event of default by the Owner, or

18.1.3 Sell or lease a Unit acquired by such mortgagee.

18.2 Notwithstanding any other provisions in this Declaration to the contrary, unless at least seventy-five per cent (75%) of the first mortgagees (based upon one vote for each first mortgage owned), or the Owners, other than the Declarant, or any other sponsor, developer or builder, of the Units have given their prior written approval, the Association shall not:

18.2.1 By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Land, Common Area, Limited Common Area, Recreational Common Area, or improvements located thereon which are owned or controlled directly or indirectly by the Association for the benefit of the Units. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Land by the Association shall not be deemed a transfer within the meaning of this clause.

18.2.2 Change the method of determining the obligations, assessments, dues or other charges which may be levied against a Unit or Owner.

18.2.3 By act or omission, change, waive or abandon any scheme or regulation or enforcement thereof pertaining to the architectural design or exterior appearance of the Units, the exterior maintenance of the Units, the maintenance of party walls or common fences, driveways or the upkeep of lawns and plantings on the Land.

18.2.4 Fail to maintain fire and extended coverage insurance on insurable common property on current replacement costs basis in any amount not less than one hundred per cent (100%) of the insurable value (based on current replacement cost).

18.2.5 Use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such improvements.

18.3 Rights of Mortgage Purchaser. In the event Federal Home Loan Mortgage Corp., or other purchaser of a mortgage of any Unit in the Properties should request or require it, Declarant or Board may fully satisfy such requirements and the right to act for and on behalf of such Owners with regard to same is hereby conferred.

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ARTICLE XIX

Negligence

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

ARTICLE XX

Waiver

20.1 No Owner may exempt himself from liability for his contribution toward Common Expenses by waiver of the use or enjoyment of any of the Common Area, Limited Common Area or Recreational Common Area or by abandonment of his Unit. Nor does the Association waive the right to place a lien on the Unit and foreclose same by failing to do so when payment is not timely made of the Common Expenses by the Owner when due.

ARTICLE XXI

Severability Clause

21.1 The invalidity of any covenant, restriction, condition, limitation or other provision of this Declaration or the Bylaws filed herewith shall not impair or affect in any manner the validity, enforceability, or affect the rest of this Declaration or the attached Bylaws.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions of Shorewalk I has been executed by Declarant the day and year hereinbelow set forth.

RAMSWOOD DEVELOPMENT CORPORATION

By: D. Eugene Rubick
D. Eugene Rubick, President

Attest: JANE M. RUBICK
JANE M. RUBICK Secretary

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said County and State, personally appeared RAMSWOOD DEVELOPMENT CORPORATION, an Indiana corporation, by D. Eugene Rubeck and Patricia D. Church, its President and Secretary, respectively, who acknowledged the execution of the foregoing Declaration of Covenants, Conditions and Restrictions of Shorewalk I and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 17 day of November, 1983.

Patricia D. Church
Patricia D. Church, Notary Public
Residing in Marion County, IN.

My commission expires
9-30-87

Prepared by:
William F. LeMond
Attorney at Law
600 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500
code RAMS21-32



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EXHIBIT A

SHOREWALK I
LEGAL DESCRIPTION

A PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE NORTH 00° 08' 44" EAST ALONG THE EAST LINE THEREOF 1307.23 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89° 20' 46" WEST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION 1122.97 FEET; THENCE NORTH 00° 08' 44" EAST PARALLEL WITH THE EAST LINE THEREOF 18.84 FEET TO THE CENTERLINE OF FOX ROAD AS IT NOW EXISTS, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUING NORTH 00° 08' 44" EAST PARALLEL WITH SAID EAST LINE 855.36 FEET; THENCE SOUTH 89° 55' 24" WEST 743.00 FEET; THENCE NORTH 00° 17' 35" WEST 467.02 FEET; THENCE NORTH 89° 50' 40" WEST 440.32 FEET; THENCE SOUTH 45° 59' 20" WEST 107.48 FEET; THENCE NORTH 89° 00' 40" WEST 1038 FEET, MORE OR LESS, TO A POINT ON THE NORTH-EASTERN SHORE LINE OF GEIST RESERVOIR AS ESTABLISHED WHEN SAID RESERVOIR IS FULL (WITH THE WATER LEVEL THEREOF BEING AT AN ELEVATION OF 785.00 FEET ABOVE MEAN SEA LEVEL); THENCE GENERALLY SOUTHEASTERLY ALONG SAID MEANDERING SHORE LINE 1093 FEET, MORE OR LESS, TO A POINT WHICH IS 2549.63 FEET WEST OF (AS MEASURED ALONG SAID NORTH LINE) AND 807.54 FEET NORTH OF (AS MEASURED PERPENDICULAR TO SAID NORTH LINE) THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH 68° 36' 37" EAST 88.60 FEET; THENCE SOUTH 44° 24' 18" EAST 257.82 FEET; THENCE SOUTH 32° 36' 34" EAST 113.36 FEET; THENCE SOUTH 51° 12' 56" EAST 71.84 FEET; THENCE SOUTH 87° 54' 35" EAST 175.69 FEET; THENCE SOUTH 35° 23' 57" EAST 335.65 FEET; THENCE SOUTH 00° 47' 05" WEST 73.01 FEET; THENCE SOUTH 33° 41' 24" WEST 46.87 FEET; THENCE SOUTH 89° 24' 05" WEST 63.77 FEET; THENCE SOUTH 29° 28' 33" WEST 45.18 FEET; THENCE SOUTH 02° 07' 16" EAST 27.02 FEET TO THE AFORESAID CENTERLINE OF FOX ROAD, THE NEXT THREE (3) COURSES BEING ALONG SAID CENTERLINE; THENCE NORTH 89° 24' 05" EAST 347.35 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 06° 05' 21", THE RADIUS POINT OF SAID CURVE BEING NORTH 00° 35' 55" WEST 2256.20 FEET FROM SAID POINT; THENCE EASTERLY ALONG SAID CURVE 239.77 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE BEING NORTH 06° 41' 15" WEST 2256.20 FEET; THENCE NORTH 83° 18' 45" EAST 212.77 FEET TO THE POINT OF BEGINNING, CONTAINING 33.0 ACRES, MORE OR LESS; SUBJECT TO HIGHWAYS, RIGHTS-OF-WAYS AND EASEMENTS OF RECORD, AND BEING ALSO SUBJECT TO THE FOLLOWING EXCEPTION.

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EXCEPTION

A PART OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 17 NORTH, RANGE 5 EAST OF THE SECOND PRINCIPAL MERIDIAN IN MARION COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE NORTH 00° 08' 44" EAST ALONG THE EAST LINE THEREOF 1307.23 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89° 20' 46" WEST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION 1122.97 FEET; THENCE NORTH 00° 08' 44" EAST

PARALLEL WITH THE EAST LINE THEREOF 874.20 FEET; THENCE SOUTH 89° 55' 24" WEST 748.00 FEET; THENCE SOUTH 00° 17' 35" EAST 167.16 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SHOREWALK DRIVE; THENCE SOUTH 35° 40' 08" WEST 32.98 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SAID SHOREWALK DRIVE AND THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EXCEPTION, SAID POINT BEING ALSO ON A NON-TANGENT CURVE TO THE RIGHT AND HAVING A CENTRAL ANGLE OF 32° 51' 48", THE RADIUS POINT OF SAID CURVE BEING NORTH 37° 47' 18", EAST 310.00 FEET FROM SAID POINT, THE NEXT FIVE (5) COURSES BEING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE; THENCE NORTHWESTERLY ALONG SAID CURVE 177.81 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE BEING NORTH 70° 39' 05" EAST 310.00 FEET FROM SAID POINT; THENCE NORTH 19° 20' 55" WEST 100.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 45° 02' 51", THE RADIUS POINT OF SAID CURVE BEING SOUTH 70° 39' 05" WEST 165.00 FEET FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 129.73 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 70° 42' 17", THE RADIUS POINTS OF SAID COMPOUND CURVE BEING SOUTH 25° 36' 14" WEST 165.00 FEET AND 50.00 FEET RESPECTIVELY FROM SAID POINT; THENCE WESTERLY ALONG SAID CURVE 61.70 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT AND HAVING A CENTRAL ANGLE OF 82° 14' 18", THE RADIUS POINTS OF SAID REVERSE CURVE BEING SOUTH 45° 06' 03" EAST 50.00 FEET AND NORTH 45° 06' 03" WEST 50.00 FEET, RESPECTIVELY, FROM SAID POINT; THENCE WESTERLY ALONG SAID REVERSE CURVE 71.77 FEET TO A POINT, THE RADIUS POINT OF SAID CURVE BEING NORTH 37° 08' 15" EAST 50.00 FEET FROM SAID POINT; THENCE BEARING SOUTH 37° 08' 15" WEST 71.53 FEET; THENCE SOUTH 65° 30' 00" WEST 49.93 FEET; THENCE SOUTH 35° 30' 53" EAST 373.89 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 49° 20' 33", THE RADIUS POINT OF SAID CURVE BEING NORTH 54° 29' 07" EAST 65.00 FEET FROM SAID POINT; THENCE SOUTHEASTERLY ALONG SAID CURVE 55.98 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE BEING NORTH 05° 09' 34" EAST 65.00 FEET FROM SAID POINT; THENCE SOUTH 84° 51' 26" EAST 40.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 59° 32' 27", THE RADIUS POINT OF SAID CURVE BEING NORTH 05° 08' 36" EAST 95.00 FEET FROM SAID POINT; THENCE NORTHEASTERLY ALONG SAID CURVE 98.72 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE BEING NORTH 54° 23' 53" WEST 95.00 FEET FROM SAID POINT; THENCE NORTH 35° 36' 07" EAST 70.07 FEET TO THE POINT OF BEGINNING, SAID EXCEPTION CONTAINING 2.242 ACRES.

ALSO EXCEPTING A PART OF THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SAID SECTION 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS: **83C086338**

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER SECTION; THENCE NORTH 00° 08' 44" EAST ALONG THE EAST LINE THEREOF 1307.23 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SOUTHEAST QUARTER; THENCE SOUTH 89° 20' 46" WEST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION 1122.97 FEET; THENCE NORTH 00° 08' 44" EAST PARALLEL WITH THE EAST LINE THEREOF 874.20 FEET; THENCE SOUTH 89° 55' 24" WEST 748.00 FEET; THENCE NORTH 00° 17' 35" WEST 167.16 FEET; THENCE NORTH 89° 00' 40" WEST 448.52 FEET; THENCE SOUTH 45° 59' 20" WEST 107.48 FEET; THENCE NORTH 89° 00' 40" WEST 536.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED EXCEPTION; THENCE CONTINUING NORTH 89° 00' 40" WEST 502 FEET, MORE OR LESS, TO A POINT ON THE NORTHEASTERN SHORE LINE OF GEIST RESERVOIR AS ESTABLISHED WHEN SAID RESERVOIR IS FULL (WITH THE WATER LEVEL THEREOF BEING AT AN ELEVATION OF 785.00 FEET ABOVE MEAN SEA LEVEL); THENCE GENERALLY SOUTHEASTERLY ALONG SAID MEANDERING SHORE LINE 1095 FEET, MORE OR LESS, TO A POINT WHICH IS 2549.63 FEET WEST OF (AS MEASURED ALONG SAID NORTH LINE) AND 807.54 FEET NORTH OF (AS MEASURED PERPENDICULAR TO SAID NORTH LINE) THE SOUTHEAST CORNER OF THE NORTH HALF OF SAID SOUTHEAST QUARTER SECTION; THENCE SOUTH 68° 36' 37" EAST 34.60 FEET; THENCE NORTH 43° 00' 00" EAST 125.00 FEET; THENCE NORTH 11°

37' 54" EAST 207.36 FEET; THENCE NORTH 76° 55' 55" WEST 211.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 22° 00' 00", THE RADIUS POINT OF SAID CURVE BEING SOUTH 13° 04' 05" WEST 115.00 FEET FROM SAID POINT; THENCE WESTERLY ALONG SAID CURVE 44.16 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 29° 21' 44", THE RADIUS POINTS OF SAID COMPOUND CURVE BEING SOUTH 08° 55' 55" EAST 115.00 FEET AND 45.00 FEET, RESPECTIVELY, FROM SAID POINT; THENCE SOUTHWESTERLY ALONG SAID CURVE 23.06 FEET TO A POINT, THE RADIUS POINT OF SAID CURVE BEING SOUTH 38° 17' 39" EAST 45.00 FEET FROM SAID POINT; THENCE BEARING NORTH 64° 40' 55" WEST 92.47 FEET; THENCE NORTH 58° 10' 55" WEST 116.00 FEET; THENCE NORTH 49° 23' 55" WEST 105.07 FEET TO THE POINT OF BEGINNING, SAID EXCEPTION CONTAINING 5.43 ACRES, MORE OR LESS.

THE TOTAL LAND AREA OF SHOREWALK I, AFTER SAID EXCEPTIONS, BEING 25.33 ACRES, MORE OR LESS.

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EXHIBIT B

I, THE UNDERSIGNED, HEREBY CERTIFY THAT THE WITHIN PLAN IS TRUE AND CORRECT AND REPRESENTS A PART OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 17 NORTH, RANGE 3 EAST OF THE SECOND PRINCIPAL MERIDIAN, IN MARION COUNTY, INDIANA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 00° 06' 44" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 1101.23 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 89° 10' 44" WEST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION 1122.97 FEET; THENCE NORTH 00° 06' 44" EAST PARALLEL WITH THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 34.03 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FOX ROAD; THENCE SOUTH 81° 18' 45" WEST ALONG SAID RIGHT-OF-WAY LINE 218.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT AND HAVING A CENTRAL ANGLE OF 03° 31' 44", THE RADIUS POINT OF SAID CURVE BEING NORTH 04° 41' 11" WEST 2321.20 FEET FROM SAID POINT; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE 178.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SMOKEWALK DRIVE, THE WEST RIDE (S) COURSE BEING ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 00° 31' 51" WEST 34.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 01° 00' 00", THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 10.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 32.81 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 233.00 FEET FROM SAID POINT; THENCE NORTH 02° 33' 55" WEST 31.00 FEET; THENCE SOUTH 81° 24' 01" WEST 10.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 32.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT AND HAVING A CENTRAL ANGLE OF 01° 00' 00", THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 10.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 32.72 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE BEING NORTH 81° 24' 01" EAST 373.00 FEET FROM SAID POINT; THENCE NORTH 01° 33' 55" WEST 134.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 30° 43' 00", THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 193.00 FEET FROM SAID POINT; THENCE NORTHWESTERLY AND NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 193.00 FEET FROM SAID POINT; THENCE SOUTH 81° 24' 01" WEST 134.00 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF SMOKEWALK DRIVE, NORTH 00° 11' 51" WEST 333.34 FEET; THENCE SOUTH 81° 24' 01" WEST 134.00 FEET; THENCE NORTH 80° 53' 55" WEST 17.78 FEET; THENCE SOUTH 81° 04' 01" WEST 44.00 FEET TO A POINT ON A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 13° 18' 21", THE RADIUS POINT OF SAID CURVE BEING SOUTH 34° 23' 24" WEST 113.00 FEET FROM SAID POINT, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SMOKEWALK DRIVE, THE WEST RIDE (S) COURSE BEING ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE 85.31 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 90° 00' 00", THE RADIUS POINT OF SAID CURVE BEING SOUTH 74° 33' 51" WEST 130.00 FEET; THENCE SOUTH 11° 37' 18" EAST 201.74 FEET; THENCE SOUTH 43° 00' 00" WEST 123.00 FEET TO A POINT ON THE NORTHEAST LINE OF CREST RESERVOIR, SAID POINT BEING AT THE ELEVATION OF 785.00 FEET ABOVE MEAN SEA LEVEL, THE WEST FIVE (5) COURSES BEING ALONG SAID DRAINAGE LINE (785.00 CONTOUR LINE); THENCE SOUTH 43° 14' 31" EAST 34.00 FEET; THENCE SOUTH 44° 14' 18" EAST 237.82 FEET; THENCE SOUTH 34° 24' 34" EAST 21.36 FEET; THENCE SOUTH 31° 13' 54" EAST 71.84 FEET; THENCE SOUTH 87° 24' 35" EAST 121.64 FEET; THENCE NORTH 33° 38' 01" EAST 132.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SMOKEWALK DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 34° 20' 35" WEST 141.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT AND HAVING A CENTRAL ANGLE OF 02° 01' 12", THE RADIUS POINT OF SAID CURVE BEING NORTH 35° 34' 04" EAST 310.00 FEET FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 11.18 FEET TO A POINT THEREON, THE RADIUS POINT OF SAID CURVE BEING NORTH 33° 47' 17" EAST 110.00 FEET FROM SAID POINT; THENCE NORTH 33° 40' 04" EAST 33.38 FEET TO THE POINT OF BEGINNING. CONTAINING 4.451 ACRES AFTER THE EXCEPTION OF THE FOLLOWING DESCRIBED TRACT:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE NORTH 00° 06' 44" EAST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER SECTION 1101.23 FEET TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER SECTION; THENCE SOUTH 89° 10' 44" WEST ALONG THE NORTH LINE OF SAID QUARTER-QUARTER SECTION 1122.97 FEET; THENCE NORTH 00° 06' 44" EAST ALONG SAID RIGHT-OF-WAY LINE 178.33 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF FOX ROAD; THENCE SOUTH 81° 18' 45" WEST ALONG SAID RIGHT-OF-WAY LINE 218.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT AND HAVING A CENTRAL ANGLE OF 03° 31' 44", THE RADIUS POINT OF SAID CURVE BEING NORTH 04° 41' 11" WEST 2321.20 FEET FROM SAID POINT; THENCE WESTERLY ALONG SAID RIGHT-OF-WAY LINE 178.33 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SMOKEWALK DRIVE, THE WEST RIDE (S) COURSE BEING ALONG SAID RIGHT-OF-WAY LINE; THENCE NORTH 00° 31' 51" WEST 34.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 01° 00' 00", THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 10.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 32.81 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 233.00 FEET FROM SAID POINT; THENCE NORTH 02° 33' 55" WEST 31.00 FEET; THENCE SOUTH 81° 24' 01" WEST 10.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 32.72 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT AND HAVING A CENTRAL ANGLE OF 01° 00' 00", THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 10.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 32.72 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE BEING NORTH 81° 24' 01" EAST 373.00 FEET FROM SAID POINT; THENCE NORTH 01° 33' 55" WEST 134.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 30° 43' 00", THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 193.00 FEET FROM SAID POINT; THENCE NORTHWESTERLY AND NORTHWESTERLY THE RADIUS POINT OF SAID CURVE BEING SOUTH 81° 24' 01" WEST 193.00 FEET FROM SAID POINT; THENCE SOUTH 81° 24' 01" WEST 134.00 FEET TO A POINT ON THE RIGHT-OF-WAY LINE OF SMOKEWALK DRIVE, NORTH 00° 11' 51" WEST 333.34 FEET; THENCE SOUTH 81° 24' 01" WEST 134.00 FEET; THENCE NORTH 80° 53' 55" WEST 17.78 FEET; THENCE SOUTH 81° 04' 01" WEST 44.00 FEET TO A POINT ON A CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 13° 18' 21", THE RADIUS POINT OF SAID CURVE BEING SOUTH 34° 23' 24" WEST 113.00 FEET FROM SAID POINT, SAID POINT ALSO BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF SMOKEWALK DRIVE, THE WEST RIDE (S) COURSE BEING ALONG SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY AND WESTERLY ALONG SAID CURVE 85.31 FEET TO THE POINT OF TANGENCY THEREOF, THE RADIUS POINT OF SAID CURVE TO THE LEFT AND HAVING A CENTRAL ANGLE OF 90° 00' 00", THE RADIUS POINT OF SAID CURVE BEING SOUTH 74° 33' 51" WEST 130.00 FEET; THENCE SOUTH 11° 37' 18" EAST 201.74 FEET; THENCE SOUTH 43° 00' 00" WEST 123.00 FEET TO A POINT ON THE NORTHEAST LINE OF CREST RESERVOIR, SAID POINT BEING AT THE ELEVATION OF 785.00 FEET ABOVE MEAN SEA LEVEL, THE WEST FIVE (5) COURSES BEING ALONG SAID DRAINAGE LINE (785.00 CONTOUR LINE); THENCE SOUTH 43° 14' 31" EAST 34.00 FEET; THENCE SOUTH 44° 14' 18" EAST 237.82 FEET; THENCE SOUTH 34° 24' 34" EAST 21.36 FEET; THENCE SOUTH 31° 13' 54" EAST 71.84 FEET; THENCE SOUTH 87° 24' 35" EAST 121.64 FEET; THENCE NORTH 33° 38' 01" EAST 132.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SMOKEWALK DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE NORTH 34° 20' 35" WEST 141.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT AND HAVING A CENTRAL ANGLE OF 02° 01' 12", THE RADIUS POINT OF SAID CURVE BEING NORTH 35° 34' 04" EAST 310.00 FEET FROM SAID POINT; THENCE NORTHWESTERLY ALONG SAID CURVE 11.18 FEET TO A POINT THEREON, THE RADIUS POINT OF SAID CURVE BEING NORTH 33° 47' 17" EAST 110.00 FEET FROM SAID POINT; THENCE NORTH 33° 40' 04" EAST 33.38 FEET TO THE POINT OF BEGINNING. SAID EXCEPTION CONTAINING 4.451 ACRES.

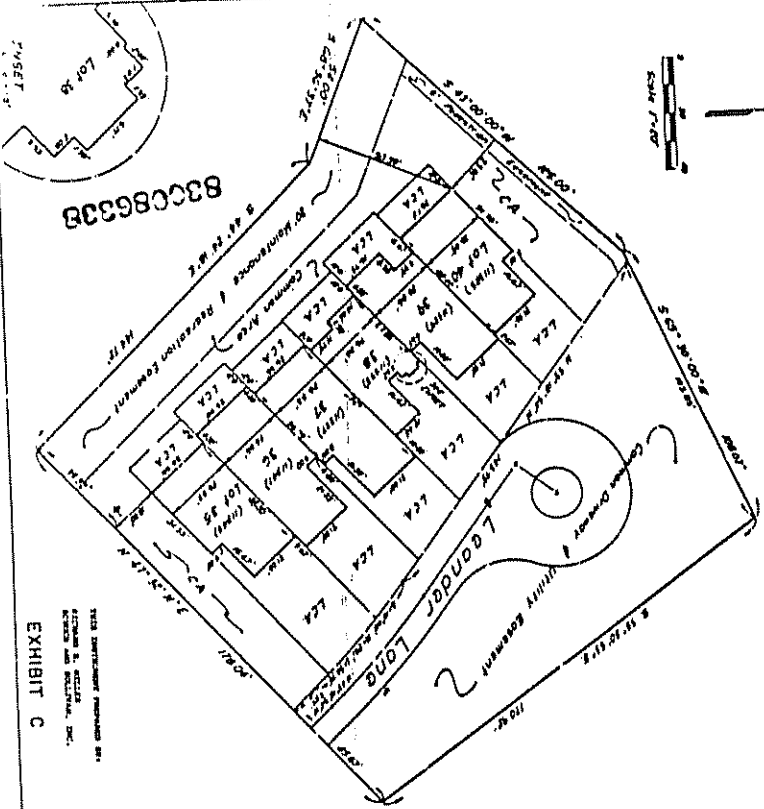
WITNESS MY HAND AND SEAL THIS 14th DAY OF JULY, 1993.
[Signature]
MELVIN W. HUBBARD, S.W. Notary, Indiana



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SHOREWALK I, PHASE 1, BLOCK "A"

FINAL PLAN
BUILDING 7
83 0086,339



THIS INSTRUMENT PREPARED BY
KIMBLE & GIBSON
ATTORNEYS AT LAW
EXHIBIT C



Surveyor's name and title, followed by a signature.

A large block of legal text, likely a deed or plat, containing detailed descriptions of the property and the survey. The text is dense and contains many technical terms related to surveying and land ownership.

Signature of the surveyor or a related party.

Additional text at the bottom of the page, including a signature and possibly a date or reference number.

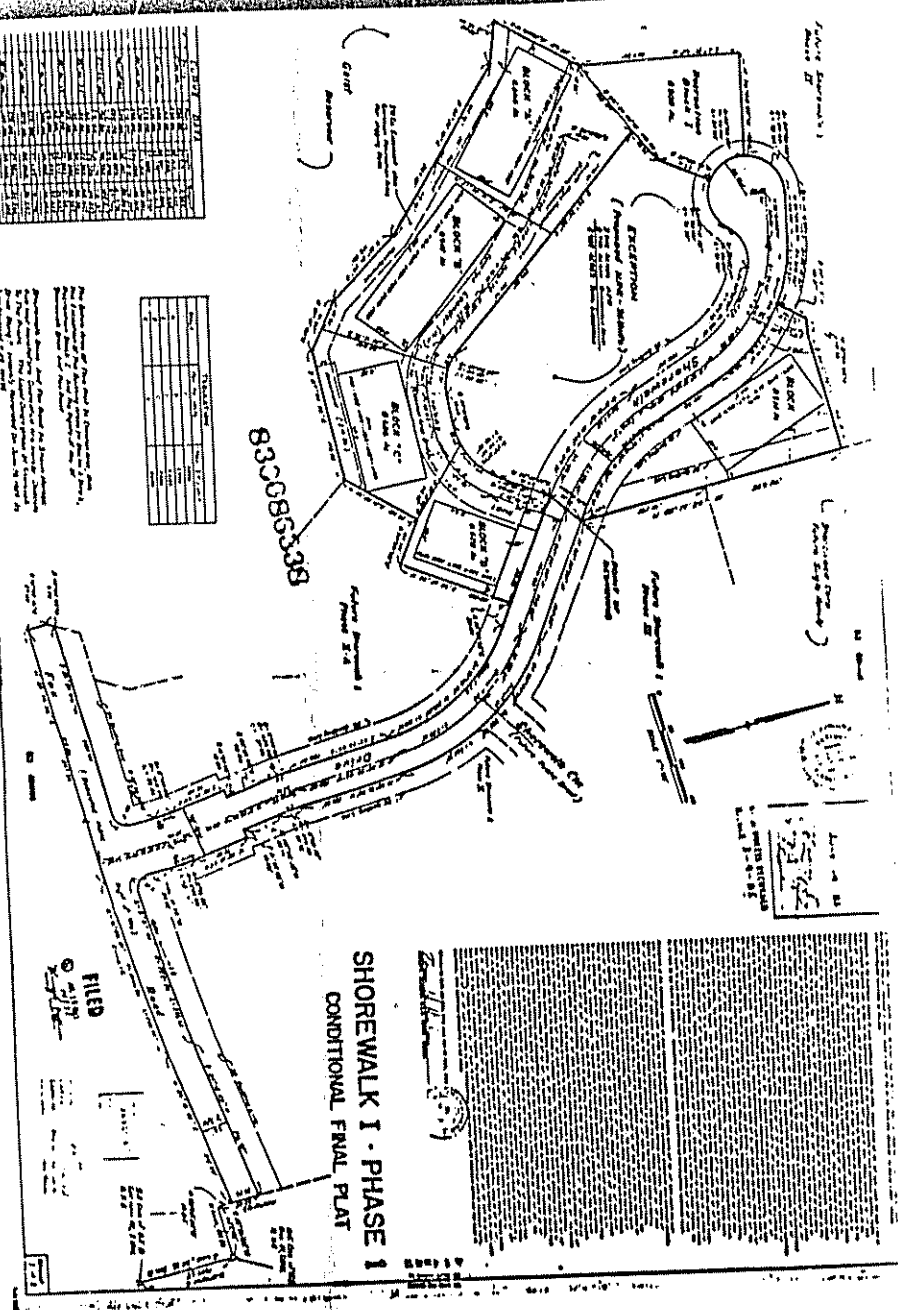


SHEET NO.	
1	OF 1

The Engineer and the Planning Board of the County of San Diego, California, do hereby certify that the above is a true and correct copy of the original plan as filed in the Office of the County Clerk, San Diego, California, on the 10th day of April, 1981.

NO.	DESCRIPTION
1	PLAT
2	SHOREWALK
3	EXCEPTION
4	ENCLOSURE

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SHOREWALK I - PHASE I
CONDITIONAL FINAL PLAT

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE ORIGINAL PLAN AS FILED IN THE OFFICE OF THE COUNTY CLERK, SAN DIEGO, CALIFORNIA, ON THE 10TH DAY OF APRIL, 1981.

FILED

CONSENT OF MORTGAGEE

The undersigned, Fountain Federal Savings and Loan Association, being the holder of an existing mortgage on the Property as defined in the Conditional Final Plat of Shorewalk I - Phase 1, recorded July 15, 1983, as Instr. No. 83-49660, and the Final Plat of Block A in Shorewalk I - Phase 1, recorded November 23, 1983, as Instr. No. 830086338, both instruments being recorded in the Office of Recorder, Marion County, Indiana, which mortgage was dated July 6, 1983, and recorded in the Office of the Recorder of Marion County, Indiana, on July 7, 1983, as Instrument No. 83-47042, hereby consents to the recording of the above Plats and further agrees that its mortgage with respect to the Property shall be subject to the provisions relating to the conveyance of Common Area and Limited Common Area to Shorewalk Community, Inc. for the use and benefit of the Dwelling Owners within the developments known as Shorewalk I and Shorewalk II; provided, however, except and to the extent that the mortgage is modified by this Consent, such mortgage shall remain in full force and effect, unaltered and enforceable in accordance with its terms.

Executed this 21st day of November, 1983.

Attent: Jack D. Deckard
Jack D. Deckard, Vice-President
By: Robert D. Hamilton
Robert D. Hamilton, Vice-President
Fountain Federal Savings & Loan Association
Mortgagee

STATE OF INDIANA }
COUNTY OF MONROE } SS:

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Before me, a Notary Public in and for said County and State, personally appeared Robert D. Hamilton and Jack D. Deckard, by me known and known by me to be the Vice President and Vice President, respectively, of Fountain Federal Savings and Loan Association, who acknowledged the execution of the above and foregoing Consent for and on behalf of said corporation, and upon oath, affirms that all necessary corporate action has been taken to authorize execution of this instrument.

Witness my hand and Notarial Seal this 21st day of November, 1983.
Nancy Hyde Eberle
Notary Public
Printed Nancy Hyde Eberle
Residing in Monroe County, IN.

My Commission Expires:
October 23, 1986

This instrument prepared by William F. LeMond, Attorney at Law,
600 Union Federal Building, Indianapolis, IN. 46204 (317)635-4500

CONSENT OF MORTGAGEE

The undersigned, Fountain Federal Savings and Loan Association, being the holder of an existing mortgage on the Property as defined in the Conditional Final Plat of Shorewalk I - Phase 1, recorded July 15, 1983, as Instr. No. 83-49660, and the Final Plat of Block A in Shorewalk I - Phase 1, recorded November 23, 1983, as Instr. No. 83-0064339, both instruments being recorded in the Office of Recorder, Marion County, Indiana, which mortgage was dated June 24, 1983, and recorded in the Office of the Recorder of Marion County, Indiana, on June 28, 1983, as Instrument No. 83-44457, hereby consents to the recording of the above Plat and further agrees that its mortgage with respect to the Property shall be subject to the provisions relating to the conveyance of Common Area and Limited Common Area to Shorewalk Community, Inc. for the use and benefit of the Dwelling Owners within the developments known as Shorewalk I and Shorewalk II; provided, however, except and to the extent that the mortgage is modified by this Consent, such mortgage shall remain in full force and effect, unaltered and enforceable in accordance with its terms.

Executed this 21st day of November, 1983.

Attest: Jack D. Deckard
Jack D. Deckard, Vice President

Fountain Federal Savings and Loan Association
Mortgagee
By: Robert D. Hamilton
Robert D. Hamilton, Vice President

STATE OF INDIANA }
COUNTY OF MONROE } SS:

Before me, a Notary Public in and for said County and State, personally appeared Robert D. Hamilton and Jack D. Deckard, by me known and known by me to be the Vice President and Vice President, respectively, of Fountain Federal Savings and Loan Association, who acknowledged the execution of the above and foregoing Consent for and on behalf of said corporation, and upon oath, affirms that all necessary corporate action has been taken to authorize execution of this instrument.

Witness my hand and Notarial Seal this 21st day of November, 1983.

My Commission Expires:
October 23, 1986

Nancy Hyde Eberle
Notary Public
Printed Nancy Hyde Eberle
Residing in MONROE County, IN.

This instrument prepared by William F. LeMond, Attorney at Law,
600 Union Federal Building, Indianapolis, IN. 46204 (317)635-4500

code 2RAM334

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BYLAWS
OF
SHOREWALK COMMUNITY, INC.
A NOT-FOR-PROFIT INDIANA CORPORATION

ARTICLE I

Identification and Applicability

1.1 Identification and Adoption. These Bylaws are adopted simultaneously with the execution of a certain Declaration creating the SHOREWALK II Horizontal Property Regime, Phase One, and the Declaration of Covenants, Conditions and Restrictions of SHOREWALK I, to which these Bylaws are attached and made a part thereof. The Declarations are incorporated herein by reference and all of the covenants, rights, restrictions and liabilities therein contained shall apply to and govern the interpretation of these Bylaws. The definitions and terms as defined and used in the Declarations shall have the same meaning in these Bylaws and reference is specifically made to ARTICLE I of the Declarations containing definitions of terms. The provisions of these Bylaws shall apply to the property and the administration and conduct of the affairs of the Association.

1.2 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 Unit or any part of the Land shall be subject to the rules, restrictions, terms and conditions set forth in the Declarations, these Bylaws, and, as to SHOREWALK II, the Indiana Horizontal Property Law ("Law").

ARTICLE II

Meetings of Association

2.1 Purpose of Meetings. At least annually and at such other times as may be necessary, the meetings of the Owners of SHOREWALK I and SHOREWALK II (hereinafter collectively called "Owners") shall be held for the purpose of electing the Board of Directors, approving the annual budget, providing for the collection of Common Expenses, and for such other purposes as may be required by the Declaration and these Bylaws.

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2.2 Annual Meeting. The annual meeting of the members of the Association shall be held on the second Tuesday of February of each calendar year. The first annual meeting shall not be held until the second Tuesday in February, 1984, or such earlier date as determined by Declarant. At the annual meeting, the Owners shall elect the Board of Directors of the Association in accordance with the provision of these Bylaws and transact such other business as may properly come before the meeting.

2.3 Special Meetings. A special meeting of the members of the Association may be called by resolution of the Board of Directors or upon a written petition of the Owners who have not less than a voting majority. 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.

2.4 Notice and Place of Meeting. All meetings of the members of the Association shall be held at designated facilities, located in Marion County, Indiana, as may be designated by the Board of Directors. 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 Owner and, if applicable, to any mortgagee not less than fourteen (14) days prior to the date of such meeting. The notice shall be mailed or delivered to the Owners at their address as it appears upon the records of the Association and to the mortgagee at the address as it appears on the records of the Association. Attendance at any meeting in person or by proxy shall constitute a waiver of notice of such meeting.

2.5 Voting.

2.5.1 Number of Votes. Each Owner of a Unit in Shorewalk I and Shorewalk II shall be a member, and shall be entitled to one vote per Unit.

2.5.2 Multiple Owners. When the Owner of a Unit constitutes more than one person, or is a partnership, there shall be only one voting representative entitled to the vote allocable to that Unit. At the time of acquisition of title to a Unit by a multiple Owner or a partnership, those persons constituting such Owner or the partnership shall file with the Secretary of the Association an irrevocable proxy appointing one of such persons or partners as the voting representative for such Unit, which shall remain in effect until such appointed representative relinquishes such appointment in writing, becomes incompetent, dies or such

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appointment is otherwise rescinded by order of a court of competent jurisdiction. Such appointed voting representative may grant a proxy to another to vote in his place at a particular meeting or meetings pursuant to paragraph 2.5.4 of this Section 2.5, which shall constitute relinquishment of his right to act as voting representative for the Unit.

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

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

2.5.5 Quorum. Except where otherwise expressly provided in the Declarations, these Bylaws or the Indiana Horizontal Property Law, the Owners representing a majority of the total number of votes entitled to be present shall constitute a quorum at all meetings. The term majority of Owners or majority of votes, as used in these Bylaws, shall mean the Owners entitled to not less than fifty-one per cent (51%) of the total votes in accordance with the applicable provisions set forth above.

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

2.5.6.1 Reading of Minutes. The Secretary shall read the minutes of the last annual meeting and the minutes of any special meeting held subsequent thereto.

2.5.6.2 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.

2.5.6.3 Budget. The proposed budget for the current calendar year shall be presented to the Owners for approval or amendment.

2.5.6.4 Election of Board of Directors. Nominations for the

Board of Directors may be made by an Owner from those persons eligible to vote. Such nominations must be in writing and presented to the Secretary of the Association at least ten (10) days prior to the annual meeting. Voting for Board of Directors will be by paper ballot. The ballot shall contain the name of each person nominated to serve as a Board member. Each Owner may cast the total number of votes to which he is entitled for as many nominees as are to be elected; however, he shall not be entitled to accumulate his votes. Those persons receiving the highest number of votes shall be elected.

2.5.6.5 Other Business. Other business may be brought before the meeting only upon a written request submitted to the Secretary of the Association at least ten (10) days prior to the date of the meeting; provided, however, that such written request may be waived at the meeting if agreed by a majority of the vote.

2.5.6.6 Committee Reports. Reports of committees designated to supervise and advise on the respective segments of maintenance and operations assigned by the Board of Directors may be presented.

2.5.6.7 Adjournment.

ARTICLE III

Board of Directors

3.1 The affairs of the Association shall be governed and managed by the Board of Directors (herein collectively called "Board"). The initial Board shall be composed of three (3) persons. After the expiration of the term of the initial Board, the constituency of such Board shall be increased to nine (9), but the number of members on the Board shall not exceed nine (9). No persons shall be eligible to serve as a Director unless he is an Owner in Shorewalk I or Shorewalk II, as defined in the Declarations, or is an attorney, agent or employee of Declarant. At the time of enlargement of the Board to nine (9) members, four (4) of such Board members shall be Owners of Units in Shorewalk I and four (4) shall be Owners of Units in Shorewalk II. The remaining Board member shall be selected at large as determined by all members entitled to vote.

3.2 **Initial Board of Directors.** The initial Board of Directors shall be D. Eugene Rubeck, Ronald R. Rubeck and Lawrence R. O'Hair. The initial Board shall hold office until January 1, 1988, or the date when the final Unit in the build-out period is sold or the Project is turned over to the Owners of

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Units who are members of the Association, whichever occurs first, and thereafter the Board shall be elected in accordance with ARTICLE IX of the Articles of Incorporation of Shorewalk Community, Inc.

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

3.4 Term of Office and Vacancy. The Board of Directors shall be elected at each annual meeting of the Association subject to the limitations set forth in Section 3.2 above. Any vacancy or vacancies occurring in the Board shall be filled by a vote of a majority of the remaining Directors or by vote of the Owners if a Director is removed in accordance with Section 3.5 of this ARTICLE III.

3.5 Removal of Directors. After the tenure of the initial Board of Directors, a Director or Directors may be removed with or without cause by vote of a majority of the vote at a special meeting of the Owners duly called and constituted. In such case, his successor shall be elected at the same meeting from eligible Owners nominated at the meeting. A Director so elected shall serve until the next annual meeting of the Owners or until his successor is duly elected and qualified.

3.6 Duties of the Board of Directors. The Board of Directors shall provide for the administration of the property, the maintenance, upkeep and replacement of the Common Area, Limited Common Area and Recreational Common Area, and the collection and disbursement of the Common Expenses. These duties include, but are not limited to:

3.6.1 Protection, surveillance and replacement of the Common Area, Limited Common Area and Recreational Common Area.

3.6.2 Procuring of utilities, removal of garbage and waste, and snow removal from the Common Area, Limited Common Area, and Recreational Common Area.

3.6.3 Landscaping, painting, decorating and furnishing of the Common Area, Limited Common Area and Recreational Common Area, the exterior of the buildings, garages and walls;

3.6.4 Resurfacing, paving and maintaining streets, parking

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areas, garages and sidewalks, and the regulation of the use thereof;

3.6.5 Assessment and collection from the Owners of the Owner's pro rata share of the Common Expenses;

3.6.6 Preparation of the proposed annual budget in the manner prescribed in the respective Declarations, 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;

3.6.7 Preparing and delivering annually to the Owners a full accounting of all receipts and expenses incurred in the prior years; such accounting shall be delivered to each Owner simultaneously with delivery of the annual budget;

3.6.8 Keeping a current, accurate and detailed record of receipts and expenditures affecting the Land, 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.

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

3.7.1 To employ a managing agent or a real estate management company (either being hereinafter referred to as "Managing Agent") to assist the Board in performing its duties;

3.7.2 To purchase for the benefit of the Owners such equipment, materials, labor and services as may be necessary in the judgment of the Board;

3.7.3 To procure for the benefit of the Owners, fire and extended coverage insurance covering the buildings and the Land to the full insurable value thereof and to procure public liability and property damage insurance and Workmen's Compensation insurance, if necessary, for the benefit of the Owners and the Association;

3.7.4 To employ legal counsel, architects, contractors, accountants and others as in the judgment of the Board of Directors may be necessary or desirable in connection with the business and affairs of the Association;

3.7.5 To include the costs of all of the above and foregoing as Common Expenses and to pay all of such costs therefrom;

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3.7.6 To open and maintain a bank account or accounts in the name of the Association; and

3.7.7 To adopt, revise, amend and alter, from time to time, reasonable rules and regulations with respect to use, occupancy, operation and enjoyment of the Land.

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

3.8.1 Supervision of, and full authority regarding replacing or restoring portions of the Common Area, Limited Common Area or Recreational Common Area damaged or destroyed by fire or other casualty where the cost thereof is payable out of insurance proceeds actually received; and,

3.8.2 Proposed contracts and proposed expenditures expressly set forth in the proposed annual budget as approved by the Owners at the annual meeting.

3.9 Compensation. No Director shall receive any compensation for his services as such except to such extent as may be expressly authorized by a majority of the Owners.

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

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

3.12 Waiver of Notice. Before any meeting of the Board, any Director may, in writing, waive notice of such meeting and such

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waiver shall be deemed equivalent to the giving of such notice. The presence of any Director at a meeting shall, as to such Director, constitute a waiver of notice of the time, place and purpose thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.13 Non-Liability of Directors. The Directors shall not be liable to the Owners for any error or mistake of judgment exercised in carrying out their duties and responsibilities as Directors, except for their own individual willful misconduct or bad faith. The Owners shall indemnify and hold harmless each of the Directors against any and all liability to any persons, firm, or corporation arising out of contracts made by the Board on behalf of the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of the Declarations or Bylaws. It is intended that the Directors shall have no personal liability with respect to the contracts made by them on behalf of the Association and that in all matters, the Board is acting for and on behalf of the Owners and as their agent. The liability of any Owner arising out of any contract made by the Board or out of the aforesaid indemnity in favor of the Directors shall be limited to such percentage of the total liability or obligation thereunder as is equal to his allocable interest as compared to the total membership. Every contract made by the Board, or the Managing Agent on behalf of the Association, shall provide that the Board of Directors 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 and then only to the extent of their respective interests.

3.14 Additional Indemnity of Directors. The Owners shall indemnify any person, his heirs, assigns and legal representatives made a party to any action, suit or proceeding by reason of the fact that he is or was a Director 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 such proceeding that such Director is liable for misconduct in the performance of his duties. The Owners shall also reimburse to any such Director the reasonable costs of settlement of or judgment rendered in any action, suit or proceeding where it is found, by a majority of the Owners, that such Director was not guilty of misconduct. In making such findings and notwithstanding the adjudication in any action, suit or proceeding against a Director, no Director shall be considered or deemed to be guilty of or liable for misconduct in the perfor-

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mance of his duties where, acting in good faith, such Director relied on the books and records of the Association or statements or advice made by or prepared by the Managing Agent of the Association or any officer or employee thereof, or any accountant, attorney or other person, firm or corporation employed by the Association to render advice or service unless such Director had actual knowledge of the falsity or incorrectness thereof; nor shall a Director be deemed guilty of or liable for misconduct by virtue of the fact that he failed or neglected to attend a meeting or meetings of the Board of Directors.

ARTICLE IV

Officers

4.1 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 Directors 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.

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

4.3 The President. The President shall be elected from among the Directors and shall be the chief executive officer of the Association. After the tenure of the initial Board of Directors, he shall preside at all meetings of the Association and of the Board, shall have and discharge all the general powers and duties usually vested in the office of the President or chief executive officer of a not-for-profit 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.

4.4 The Vice President. The Vice President shall be elected from among the Directors 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

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duties as these Bylaws prescribe or as shall, from time to time, be imposed upon him by the Board or by the President.

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

4.6 The Treasurer. The Board shall elect from among the Directors a Treasurer who shall maintain a correct and complete record of account showing accurately at all times the financial condition of the Association and such other duties incident to the office of Treasurer. He shall be legal custodian of all monies, notes, securities, and other valuables which may, from time to time, come into possession of the Association. He shall immediately deposit all funds of the Association coming into his hands in some reliable bank or other depository to be designated by the Board and shall keep such bank account in the name of the Association. After the tenure of the initial Board of Directors, the Treasurer shall be bonded in such amount as determined by the Board and the cost of such bond shall be a part of the Common Expenses of the Association.

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

ARTICLE V

Restrictions on Use

5.1 The following restrictions on the use and enjoyment of the Units, Common Area, Limited Common Area and the Land and, in addition, to those set forth in the Declaration. These are as follows:

5.1.1 All Units shall be used exclusively for residential purposes and single-family occupancy. Nothing herein contained shall restrict the use of premises during construction and sale

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period as "Models", office, construction trailer and equipment, and for storage of equipment, materials and supplies.

5.1.2 No additional buildings shall be erected other than the buildings designated in the Declarations and shown on the plans.

5.1.3 Nothing shall be done or kept in any Unit or in the Common Area, Limited Common Area or Recreational Common Area which will cause an increase in the rate of insurance on any building or the contents thereof. No Owner shall permit anything to be done or kept in his Unit or in the Common Area, Limited Common Area or Recreational Common Area which will result in a cancellation of insurance on any building or contents thereof, or which would be in violation of any law or ordinances.

5.1.4 No waste shall be committed in the Units, Common Area, Limited Common Area or Recreational Common Area.

5.1.5 No Owner shall cause or permit anything to be hung or displayed on the outside of the windows or placed on the outside walls of a building, or on or upon any balcony or patio, and no sign, awning, canopy, shutter or radio or television antenna or other attachment or thing shall be affixed to or placed upon the exterior walls or roof or any other part of the building without the prior written consent of the Board.

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

5.1.7 Nothing shall be done or permitted in any Unit which will impair the structural integrity of any building or which would structurally change any building, except as otherwise provided in the Declarations and these Bylaws; nor shall the premises be used in any unlawful manner or in any manner to cause injury to the reputation of the building unit or to be a

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nuisance, annoyance, inconvenience or damage to other Owners of the Units or Land, including, without limiting the generality of the foregoing, noise by use of any musical instruments, radio, TV, loud speakers, electrical equipment, amplifiers or other equipment or machines.

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

5.1.9 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 Land.

5.1.10 No "For Sale", "For Rent", or "For Lease" signs or other window advertising display shall be maintained or permitted on any part of the Land or any Unit without the prior consent of the Board; provided, however, that the right is reserved by the Declarant and the Board to place or allow to be placed "For Sale" or "For Lease" signs on any unsold or unoccupied Units.

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

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

5.1.13 No Owner shall be allowed to plant trees, landscape or do any gardening in any of the Common Area, Limited Common Area or Recreational Common Area except with express permission from the Board.

5.1.14 All trash or refuse shall be stored in appropriate containers inside the Unit (including garage) or designated trash

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areas and made accessible for the programmed trash collection system established by the Board.

5.2 Right of Entry. An Owner or occupant of a Unit shall grant the Right of entry to the managing agent or any person authorized by the board in case of any emergency originating in or threatening his Unit or the building in which it is located, whether the Owner is present at the time or not. Any Owner shall permit other persons, or their representatives when so required, to enter his Unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, or to make structural repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Owner. In case of emergencies, such right of entry shall be immediate.

5.3 Right of Board to Adopt Rules and Regulations. The Board may promulgate such additional rules and regulations regarding the operation of the Land, including but not limited to, the use of the Common Area, Limited Common Area and Recreational Common Area as it may deem necessary, from time to time, and such rules as are adopted may be amended by a vote of a majority of the Board, and the Board shall cause copies of such rules to be delivered or mailed promptly to all Owners.

ARTICLE VI

Amendment to Bylaws

6.1 These Bylaws may be amended by a vote of not less than fifty-one percent (51%) of the votes of the Owners in a duly constituted meeting called for such purpose except that right is reserved to the Board to so amend during the period set out in Section 3.2 above.

ARTICLE VII

Mortgages

7.1 Notice to Association. Any Owner who places a first mortgage lien upon his Unit or the Mortgagee shall notify the Secretary of the Association and provide the name and address of the Mortgagee. A record of such Mortgagee and name and address shall be maintained by the Secretary and any notice required to be given to the Mortgagee pursuant to the terms of the Declarations or these Bylaws shall be deemed effectively given if mailed to such Mortgagee at the address shown in such record in

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the time provided. Unless notification of any such mortgages and the name and address of Mortgagee are furnished to the Secretary, either by Owner or by the Mortgagee, no notice to any Mortgagee as may be otherwise required by the Declarations or these Bylaws 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 Declarations or Bylaws or proxy granted to such Mortgagee in connection with the mortgage.

7.2 Notice of Default to Mortgagee. A first Mortgagee, upon request, will be entitled to written notification from the Association of any default in the performance by the individual Unit borrower of any obligation under the constituent documents which is not cured within sixty (60) days. Seller of a mortgage(s) further warrants that: (i) such request has been made by Seller, (ii) subsequent to the Delivery Date, Seller, as Servicer, will notify FHLMC of any notice of such default, as prescribed in "Servicer's Guide", where applicable.

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

CERTIFICATION.

The undersigned, being first duly sworn, hereby certifies that the within and foregoing Bylaws of Shorewalk Community, Inc., are true and correct.


Eugene Kubeck

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STATE OF INDIANA }
COUNTY OF Marshall } SS:

Subscribed and sworn to before me, a Notary Public in and for
said County and State, this 17 day of July
1983.

James M. Burke
Notary Public
Residing in Marshall County, Indiana

My Commission Expires:
August 8, 87

Prepared by:
William F. LeMond
Attorney at Law
600 Union Federal Building
Indianapolis, Indiana 46204
(317) 635-4500

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George A. Murray

AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
AND BY-LAWS OF SHOREWALK I

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS AND BY-LAWS OF SHOREWALK I ("Amendment"),
made as of this ~~6th~~ day of February, 1986, by
GLM SHOREWALK OF INDIANA, INC., an Indiana corporation ("GLM"),
WITNESSES as follows:

WHEREAS, the following facts are true:

A. GLM is the successor in interest to Ramswood Develop-
ment Corporation as the "Declarant" under that certain Declara-
tion of Covenants, Conditions and Restrictions and By-Laws
of Shorewalk I, recorded November 23, 1983 as Instrument No.
83-86338 in the office of the Recorder of Marion County,
Indiana (the "Declaration"), by virtue of that certain
Warranty Deed recorded January
11, 1985 as Instrument No. 85-1102 in the office
of the Recorder of Marion County, Indiana.

B. Section 18.3 of the Declaration authorizes Declarant
or the Association to take any action necessary to fully satisfy
the requirements of the Federal Home Loan Mortgage Corporation
("FHLMC") or any other purchaser of a mortgage of any Unit
(as defined in the Declaration).

C. FHLMC and the Federal National Mortgage Association
("FNMA") each require the lien for all assessments under the
Declaration be subordinate to the lien of any first mortgage
on any Unit, and Declarant and Shorewalk desire to make this
Amendment to satisfy such requirements.

NOW, THEREFORE, pursuant to the foregoing, Declarant hereby
amends the Declaration by adding to Article X thereof a Section
10.7 as follows:

10.7. The lien of any Regular Assessment
or Special Assessment shall be subordinate
to the lien of any first mortgage on any
Unit which was recorded before the time
when the said assessments first became
delinquent. The Association shall provide
to any Owner, mortgagee, prospective mort-
gagee, title insurance company, purchaser
or prospective purchaser of any Unit, upon
request, a written statement setting forth
the amount of any unpaid assessments out-
standing with respect to such Unit and
the amount of the current assessments and
the date(s) on which they become due and
payable. Any such written statement shall
be binding upon the Association in favor
of any person relying thereon in good faith.

RECORDED FOR RECORD
BATH COUNTY, INDIANA
REC'D
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IN WITNESS WHEREOF, GLM has executed this Amendment as
of the date first above written.

GLM SHOREWALK OF INDIANA, INC.

By: Herbert M. Luksch
Herbert M. Luksch, President

DISTRICT OF COLUMBIA.)
) SS:
COUNTY OF WASHINGTON)

Before me, a Notary Public in and for said City and District, personally appeared Herbert M. Luksch, the President of GLM Shorewalk of Indiana, Inc., a corporation organized and existing under the laws of the State of Indiana, and acknowledged the execution of the foregoing instrument as such officer acting for and on behalf of said corporation.

Witness my hand and Notarial Seal this 6th day of February, 1986.

Signature Donna Westlund

Printed DONNA Westlund

NOTARY PUBLIC

My commission expires:

Aug 14, 1987

Resident of City of Alexandria County

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

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Chas. J. Crowed
MARION COUNTY AUDITOR

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SECOND AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
ON
SHOREWALK I
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WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions of Shorewalk I was executed on November 17, 1983, by the then Declarant, Ramswood Development Corporation, and recorded on November 23, 1983, as Instrument Number 830086338 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, FOUNTAIN FEDERAL SAVINGS BANK as successor Declarant has submitted this First Amendment to the Declaration to the owners of units at Shorewalk I at a meeting, duly called and in accordance with the provisions of Article XVII of the Declaration, and this First Amendment having been approved and adopted at such meeting;

The Declaration of Covenants, Conditions, and Restrictions of Shorewalk I is hereby amended, as follows:

1. Article II, Description of Improvements, is hereby amended to provide for expansion to a maximum number of one hundred ninety-eight (198) attached townhouse dwellings, which shall be referred to as "Lots" or "Units".

2. Article III is hereby deleted, and the following Article III is hereby substituted, in its place:

ARTICLE III
OWNERSHIP OF COMMON AREA

3.1 Title to the Common Area, Limited Common Area, and Recreational Common Area shall be conveyed to the Association, as Trustee, for the uses and purposes set forth in this Declaration.

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Chas. J. Crowed
MARION COUNTY AUDITOR

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3. Article V, Real Estate Taxes, is hereby deleted, and the following Article V is hereby substituted in its place:

ARTICLE V
REAL ESTATE TAXES

5.1 Real Estate taxes are to be separately taxed to each lot as provided by the Indiana Real Property Tax Law. Taxes on the Common Area, Limited Common Area, and Recreational Common Area

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shall be taxed to the Association, as Trustee, and included as a common expense under Article X below.

4. The following section 8.2 is hereby added:

8.2 The Association and/or its agent(s) shall have an easement to go upon any Lot for the purpose of the exterior, Common Area, and Limited Common Area maintenance referenced in Section 8.1 above.

5. Sections 9.1.3, 9.2.2, 9.2.3, 9.2.6, and 9.2.8 are hereby deleted. Section 9.2.4 is hereby deleted, and the following Section 9.2.4 is hereby substituted in its place:

9.2.4. The Common Area, Limited Common Area, and Recreational Common Area appurtenant to each Unit and held in trust by the Association shall be deemed to include any additional Common Area, Limited Common Area and Recreational Common Area annexed hereby by a Supplemental Declaration, and each deed, mortgage or other instrument affecting a Lot shall be deemed to include such additional Common Area, Limited Common Area and Recreational Common Area, and the ownership of any Lot and lien of any mortgage shall automatically include and attach to such additional Common Area, Limited Common Area and Recreational Common Area upon recording of such Supplemental Declaration.

Section 9.3 is hereby amended in that the words "percentage interest" in last sentence are hereby deleted and the words "pro rata interest as members in the Association" are hereby substituted in their place.

In Section 9.3, the date "January 1, 1988" is hereby deleted, and the date "January 1, 1991" is hereby inserted. The last sentence of Section 9.3 is hereby deleted.

6. In Section 10.8.1 of the Declaration, the date "January 1, 1988" is hereby deleted and the date "January 1, 1991" is hereby inserted.

7. The following Article XXII is hereby added to the Declaration:

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ARTICLE XXII

22.1 Requirement for Professional Management. The Common Areas shall at all times be managed by a qualified professional management service or agency. Said professional management service shall perform its duties under contract with the Association, provided that any such contract shall not exceed one (1) year and may be renewable by agreement of the parties for successive one (1) year periods. Such contract must contain a provision for termination by the Association of the services of the professional management service for cause upon thirty (30) days' written notice thereof.

22.2 Duties. Any professional management service shall be responsible for the management and maintenance of the Common Areas and facilities, collection of assessments, payment of charges to the Association, within the budget adopted by the Association, and such other duty as may from time to time be contracted for by the Association.

22.3 Continuation of Service. In the event that any contract with any professional management service or agency shall be terminated for cause, or otherwise, the Association shall immediately undertake to enter into a subsequent contract for professional management services as set forth in this Article. In the event that a replacement professional management service has not been contracted with to assume the duties of the terminated professional management service immediately upon the termination of the prior contract, then, in that event, the Association will send written notice of such fact to all Mortgagees.

22.4 Management by Association. The Association may not assume self-management of the Common Areas and facilities except upon vote of two-thirds (2/3) of each class of voting membership and then only with the prior written approval of all Mortgagees.

3. Article XIII is hereby deleted, and the following Article XIII is substituted in its place:

ARTICLE XIII
CASUALTY, RESTORATION, AND CONDEMNATION

13.1 In the event of damage or destruction of the Property, then the Association shall cause such damaged or destroyed Property to be promptly repaired and restored. The proceeds of the insurance carried by the Association and Owner covering their respective obligations hereunder shall

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be applied to such repair and restoration. In the event of damage or destruction by fire or other casualty to any Property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the Mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal Governmental Agency, with the proviso agreed to by said bank or institution that such funds may be withdrawn only by signature of at least one-third (1/3) of the members of the Board of Directors, or by an agent duly authorized by the Board of Directors. The Board of Directors shall advertise for sealed bids with any contractor, who shall be required to provide a full performance and payment bond for the repair, reconstruction or rebuilding of such destroyed building or buildings. In the event the insurance proceeds are insufficient to pay all the costs of repairing and/or rebuilding to the same condition as formerly, the Board of Directors shall levy a special assessment against all Owners of the damaged homes in such proportions as the Board of Directors deem fair and equitable in the light of the damage sustained by such homes to make up any deficiency, except that the special assessment shall be levied against all home Owners, as provided in this Declaration, to make up any deficiency for repair or rebuilding of the Common Area not a physical part of a home. In the event such insurance proceeds exceed the cost of repair and reconstruction, such excess shall be paid over to the respective Mortgagees and Owners in such proportions as the Board of Directors deem fair and equitable in light of the damage sustained by such homes. Such payments shall be made to all such Owners and their Mortgagees as their interests may then appear. In the event of damage or destruction by fire or other casualty to any home or other property covered by insurance written in the name of an individual Owner, said Owner shall, with concurrence of the Mortgagee, if any, upon receipt of the insurance proceeds, contract to repair or rebuild such damaged or destroyed portions of the exterior of the home in a good workmanlike manner in conformance with the original plans and specifications of said home. In the event such Owner refuses or fails to so repair and build any and all such damage to the exterior of the home within sixty (60) days, the Association, by and through its Board of Directors, is hereby irrevocably authorized by such Owner to repair and rebuild any such home in a good and workmanlike manner in conformance with the original plans and specifications of the home. The Owner shall then repay the Association in the amount actually expended for such repairs, and the Association shall have a lien securing the payment of same

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identical to that provided above in this Declaration securing the payment of assessments; and subject to foreclosure as above provided. At any place in this Section where the word "home" or "homes" is used it shall mean the structure erected upon a Lot within the Property regardless of its use. Provided, however, that nothing contained in this Article and Declaration shall operate to entitle any Owner whose Lot is subject to the lien of a Mortgagee to priority with respect to any distribution to such Owner of any insurance proceeds except as may be provided by agreement between the Owner and his Mortgagee. In the event of a complete destruction of the Buildings, the Buildings shall not be reconstructed, but rather, the insurance proceeds, if any, shall be divided among the Owners as determined by the Board of Directors. The determination that there has occurred a complete destruction of the Buildings shall be made by a two-third (2/3) vote of the voting members at a special meeting of the Owners called within sixty (60) days after the date of any such destruction.

13.2 Condemnation. In the case of a taking or condemnation by competent authority of any part of the Property, the Association shall, if necessary, restore the improvements in the remaining portion of the Property to conform as closely as possible to the general design, structure and materials used with respect to the improvements as they existed prior to the taking or condemnation. Any proceeds or awards made to the Association in connection with any such taking or condemnation shall be applied first to the cost of any restoration and any remaining portion of such proceeds or awards shall be, in the discretion of the Board, either (i) applied to pay the Common Expenses or (ii) distributed to the remaining Owners and their respective first mortgagees, as their interests may appear. In the event that part or all of one or more Units is taken or condemned, then the portions so taken or condemned shall be deemed to have been removed from the provisions of the Declaration and the court which has jurisdiction of the action shall adjust the interests in the Common Areas and of the remaining Units in a just and equitable manner and as may be provided under Indiana law, and if the court fails to make such adjustment, such adjustment may be made by the Board.

9. This Amendment was adopted by the Board of Directors of Shorewalk Community, Inc. by written consent on the 5th day of September, 1987, and submitted to a vote of the owners of Units in Shorewalk I and Declarant at a meeting, notice of which was duly given pursuant to the By-Laws of Shorewalk Community, Inc., held on the 10th day of October, 1987 on which date such 90% of those votes entitled to be cast were cast in favor of adoption of this Amendment.

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IN WITNESS WHEREOF, this First Amendment to the Declaration of Covenants, Conditions, and Restrictions of Shorewalk I has been executed by Declarant on the date hereinbelow set forth.

FOUNTAIN FEDERAL SAVINGS BANK

BY: Alan B. Chandler
Alan B. Chandler, President

ATTEST:
E. Jane Crane
E. JANE CRANE Secretary

STATE OF INDIANA)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Alan B. Chandler, the President of Fountain Federal Savings Bank, who acknowledged execution of the above and foregoing for and on behalf of said Bank this 15th day of October, 1987.

Sally Bush Schreck
SALLY BUSH SCHRECK
Notary Public

My Commission Expires:

12th April 1989

Residing in Monroe County

STATE OF INDIANA)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared E. Jane Crane, the Secretary of Fountain Federal Savings Bank, who acknowledged execution of the

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above and foregoing for and on behalf of said Bank this 15th
day of October, 1987.

Sally Bush Schreck
SALLY BUSH SCHRECK
Notary Public

My Commission Expires:

12th April 1989

Residing in Monroe County

This instrument prepared by Harold A. Harrell, Attorney at Law
205 North College Avenue, P.O. Box 8667, Bloomington, In 47402
DS-3915

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THIRD AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF SHOREWALK I

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions of Shorewalk I was executed on November 18, 1983, by the then Declarant, Ramswood Development Corporation, and recorded on November 23, 1983 as Instrument Number 830086338 in the Office of the Recorder of Marion County, Indiana; and

WHEREAS, Section 18.3 of the Declaration provides that the Declarant may and has the right to act on behalf of the Owners to fully satisfy any requirements of secondary mortgage purchasers, such as the Federal National Mortgage Association; and

WHEREAS, Fountain Federal Savings Bank is successor Declarant;

The Declaration of Covenants, Conditions and Restrictions of Shorewalk I is hereby amended to comply with requirements of mortgage purchasers, in that Section 22.5 is hereby added:

22.5 Fidelity Bond Coverage. Any professional management service or agency with which the Association contracts shall maintain fidelity bond coverage, during the entire term of any management contract and renewals thereof, in an amount at least equal to the greater of: (1) the estimated maximum amount of funds of the Association on hand at any given time during the term of each bond and (2) a sum equal to three (3) months' assessments on all Shorewalk I and Shorewalk II units plus reserve funds.

IN WITNESS WHEREOF, this Third Amendment to the Declaration of Covenants, Conditions, and Restrictions of Shorewalk I has been executed by Declarant on the date hereinafter set forth.

08 NOV 26 9 41 AM '83

FOUNTAIN FEDERAL SAVINGS BANK

By: Alan B. Chandler
Alan B. Chandler, President

ATTEST:
E. Jane Crane
E. Jane Crane, Secretary

STATE OF INDIANA)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Alan B. Chandler, President who acknowledged execution of the above and foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Shorewalk I this 5th day of January, 1988.

Sally Bush-Schreck
Notary Public
Sally Bush-Schreck

My Commission Expires:
12th April 1989

Residing in Monroe County

STATE OF INDIANA)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared E. Jane Crane, Secretary who acknowledged execution of the above and foregoing Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Shorewalk I this 5th day of January, 1988.

Sally Bush-Schreck
Notary Public
Sally Bush-Schreck
Residing in Monroe County

My Commission Expires:
12th April 1989

D9-9203

880001386

This instrument prepared by Harold A. Harrell, Attorney at Law, 205 North College Avenue, P.O. Box 5667, Bloomington, Indiana 47407-5667

890028453

890028453

FOURTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS OF
SHOREWALK I

WHEREAS, the original Declaration of Covenants, Conditions,
and Restrictions of Shorewalk I was executed on November 17, 1983
by the then Declarant, Ramswood Development Corporation, and
recorded on November 23, 1983, as Instrument Number 83-0086338 in
the office of the Recorder of Marion County, Indiana; and

WHEREAS, FIRST UNITED SAVINGS BANK, formerly Fountain
Federal Savings Bank, as Successor Declarant (hereinafter
referred to as "Declarant") has submitted this Fourth Amendment
to the Declaration to the Owners of units as Shorewalk I and
First United Savings Bank, as Successor Declarant, at a meet-
duly called and in accordance with the provisions of Article II
of the Declaration, and this Fourth Amendment having been
approved and adopted at such meeting;

09 MAR 30 AM 9:23
MARION COUNTY RECORDER

The Declaration of Covenants, Conditions and Restrictions of
Shorewalk I is hereby amended, as follows:

1. Article X, Section 10.2 is hereby deleted, and the
following Section 10.2 is hereby inserted in its place:

10.2. Proposed Annual Budget. Annually, on or
before the date of the annual meeting of the
Association, the Board of Directors shall cause to
be prepared proposed annual budgets for the
ensuing calendar year for Shorewalk I and
Shorewalk II, estimating the total amount of
common expenses for the ensuing year. Copies of
such budgets shall be furnished to each Owner
prior to the annual meeting. It is anticipated
that assessments for Owners in Shorewalk II shall
differ from assessments in Shorewalk I because
real property taxes on common area and limited
common area are assessed, charged to and paid by
individual Owners in Shorewalk II, whereas such
taxes in Shorewalk I are assessed, charged to and

paid by the Association; in addition, certain common areas of buildings in Shorewalk II may require different costs for maintenance and replacement reserves. It is further anticipated that assessments for Owners in the various Phases of Shorewalk I shall differ among the various Phases due to differences in the size, style, and structure of the various units and thus, differences in costs for maintenance and replacement reserves. Specifically, it is anticipated that assessments will be assessed according to the following categories of units:

1. Shorewalk II (garden units - up to 1,050 square feet living area)
2. Shorewalk I, Phases 1, 2A, 2B, 3 and 4 (up to 3,200 square feet living area)
3. Shorewalk I, Phase 5, Blocks B, C, D, E, and F (under 3,200 square feet living area)
4. Shorewalk I, Phase 5, Blocks A, H, I, J, and K (3,200 square feet and over living area)

The annual budget shall be submitted to the Owners at the meeting of the Association for adoption and if so adopted, shall be the basis for the Regular Assessments (hereinafter defined) for the ensuing calendar year. At the annual meeting of Owners, the budget may be approved in whole or in part, or may be amended in whole or in part, by a majority of the vote; provided, however, that in no event shall the annual meeting of Owners be adjourned until an annual budget is approved at such meeting, either the proposed annual budget or the proposed annual budget as amended.

IN WITNESS WHEREOF, this Fourth Amendment to the Declaration of Covenants, Conditions, and Restrictions of Shorewalk I has been executed by Declarant on the date hereinbelow set forth.

FIRST UNITED SAVINGS BANK

By: Alan B. Chandler

Alan B. Chandler
Senior Vice President

~~ATTEST:~~

~~_____
(Printed Name and Office)~~

890023453

STATE OF INDIANA)
COUNTY OF MONROE) SS:

Before me, a Notary Public in and for said County and State, personally appeared Alan B. Chandler, the Senior Vice President of First United Savings Bank, who acknowledged execution of the above and foregoing for and on behalf of said Bank this 21st day of March, 1989.

Rebecca T. Clendening
Rebecca T. Clendening
Notary Public

My Commission Expires:

10-23-92

Residing in Monroe County

This instrument prepared by Rebecca T. Clendening, Attorney at Law, 205 North College Avenue, P.O. Box 5667, Bloomington, IN 47407-5667. Da39-15

890028453

**FIFTH AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
SHOREWALK I**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions of Shorewalk I (the "Original Declaration") was executed on November 17, 1983, and recorded in the Office of the Recorder of Marion County, Indiana (the "Recorder's Office") on November 23, 1983, as Instrument Number 83-86338; and

WHEREAS, the Original Declaration was amended by a certain First Amendment dated October 12, 1987 and recorded in the Recorder's Office on November 16, 1987, as Instrument Number 87-131732 (the "First Amendment"); and

WHEREAS, the Original Declaration was further amended by a certain Second Amendment dated October 15, 1987 and recorded in the Recorder's Office on November 19, 1987 as Instrument Number 87-133726 (the "Second Amendment"); and

WHEREAS, the Original Declaration was further amended by a certain Third Amendment dated January 5, 1988 and recorded in the Recorder's Office on January 19, 1988 as Instrument Number 88-4386 (the "Third Amendment"); and

WHEREAS, the Original Declaration was further amended by a certain Fourth Amendment dated March 21, 1989 and recorded in the Recorder's Office on March 30, 1989 as Instrument Number 89-23453 (the "Fourth Amendment"); and

WHEREAS the Owners desire to further amend the Original Declaration as amended by the First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment (the Original Declaration as thus amended being hereinafter referred to as the "Declaration"); and

WHEREAS, First United Savings Bank, FSB ("First United") has succeeded to all the rights of Declarant under the Declaration; and

WHEREAS, the Board of Directors (the "Board") of Shorewalk Community, Inc. (the "Association") has proposed to the Owners the amendments to the Declaration hereinafter set forth (the "Amendments") pursuant to resolution of the Board duly adopted at a meeting thereof at which a quorum was present and voting throughout; and

WHEREAS, at a meeting of the Owners duly called and held in accordance with the provisions of the Declaration and the Code of By-Laws of the Association, the Amendments were approved by not less than ninety percent (90%) of the Owners; and

WHEREAS, at such meeting the Owners affirmed, ratified and adopted the terms and provisions of the First Amendment, the Second Amendment, the Third Amendment and

07/15/95 11:20AM 2048 # POWERL MARION CITY RECORDER CAL 101.00 PAGE 14

Doc # 1995-0055417

the Fourth Amendment and declared the same to be in full force and effect as duly adopted amendments to the Original Declaration.

NOW, THEREFORE, the Owners acting by and through the Association hereby agree and declare that:

1. **Definitions.** All terms used in this Fifth Amendment which are defined in the Original Declaration have the same meaning herein as in the Original Declaration unless otherwise defined herein.

2. **Ratification and Acceptance.** The First Amendment, the Second Amendment, the Third Amendment and the Fourth Amendment are hereby affirmed, ratified and adopted as amendments to the Original Declaration as if set forth herein in their entirety.

3. **Amendments.** The Declaration is amended as follows:

(a) Section 1.9 (inclusive of subsections 1.9.1 through 1.9.6 thereof) is deleted and the following is substituted therefor:

1.9 **Recreational Common Area** means the amenities built and maintained for the mutual use and enjoyment of some, but not necessarily all, of the Owners of Shorewalk I and Shorewalk II, including but not limited to the Pool and Pool House, the Tennis Courts, the Jogging Path and the Boat Docks.

(b) The following definitions are added to Article I:

1.26 **Pool and Pool House** means the swimming pool and appurtenant pool building originally constructed by Declarant and intended for the use and enjoyment of the Owners, together with additions or replacements.

1.27 **Tennis Courts** means the tennis courts originally constructed by Declarant and intended for the use and enjoyment of the Owners, together with additions or replacements.

1.28 **Jogging Path** means the improved pathway originally developed by Declarant through portions of Shorewalk and intended for the use and enjoyment of the Owners, as the same may be modified, abandoned or replaced.

1.29 Boat Docks means the eighty-six (86) boat docks existing as of December 1, 1994 and, to the extent constructed, not more than thirty-six (36) additional boat docks which may be constructed by Declarant or its designee on Gelat Reservoir as authorized by Section 23.3.

1.30 Boat Dock License means a license agreement between Declarant and an Owner affording such Owner a license to use a designated Boat Dock upon and subject to the terms and conditions of such license agreement.

1.31 Annual Boat Dock Fee means the annual fee assessed by the Association against Owners licensed to use a Boat Dock pursuant to the provisions of Section 23.7.

1.32 Completed Development means the completion and sale of thirty-six (36) additional units in Shorewalk to be constructed subsequent to December 1, 1994.

1.33 Existing Boat Dock Licenses means Boat Dock Licenses granted by Declarant on or before December 1, 1994.

1.34 Master License means the License Agreement between Indianapolis Water Company and Shorewood Corporation dated October 19, 1970 and recorded October 22, 1970 as Instrument No. 707-46985 in the Office of the Recorder of Marion County, Indiana.

1.35 New Boat Docks means Boat Docks constructed subsequent to December 1, 1994.

1.36 Unlicensed Boat Docks means Boat Docks with respect to which Declarant has not granted a Boat Dock License.

1.37 Boat Dock Rental Fee means the periodic fee assessed by the Association against an Owner for the privilege of using an Unlicensed Boat Dock.

(c) Section 8.1 is amended by inserting the parenthetical "(except as otherwise provided in Article XXIII)" after the words "Common Area" in the last sentence of such section.

(d) Section 17.1.3 is amended by deleting the words "the designated vote" and substituting therefor the words "the affirmative vote of not less than seventy-five percent (75%) of the votes eligible to be cast by the Owners".

(e) The first sentence of Subsection 17.1.4 is deleted and the introductory word "Amendment" is changed to "Duration of Declaration".

(f) A new Article XXIII in the form set forth on Exhibit A attached hereto and incorporated herein is added to the Declaration.

IN WITNESS WHEREOF, this Fifth Amendment has been executed as of the 2nd day of MAY 1995

FIRST UNITED SAVINGS BANK, FSB

By Alan B. Chandler, SUP
Alan B. Chandler

"Declarant"

ATTEST:

Jack D. Deckard
Jack D. Deckard, J.P.

STATE OF INDIANA }
COUNTY OF MOHRDE } SS:

Before me, a Notary Public in and for said County and State, personally appeared ALAN B. CHANDLER and JACK D. DECKARD, the SENIOR VICE PRESIDENT and VICE PRESIDENT respectively, of First United Savings Bank FSB, successor in interest to Declarant under the Declaration, and who acknowledged the execution of the foregoing Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions of Shorewalk I.

Sandra L. Keen
Notary Public Residing in MOHRDE County

My Commission Expires:

1/15/96

SAUNDRA L. KEEN (printed signature)

SHOREWALK COMMUNITY, INC

ATTEST:

[Signature]
Notary Public

By [Signature]
President Paul E. McClellan

STATE OF INDIANA }
COUNTY OF MARIION } SS:

Before me, a Notary Public in and for said County and State, personally appeared Paul E. McClellan and MARY TANE NICKEL the PRESIDENT and SECRETARY, respectively, of Shorewalk Community, Inc. and who acknowledged the execution of the foregoing Fifth Amendment to the Declaration of Covenant, Condition and Restrictions of Shorewalk I.

My Commission Expires:
1-12-99

[Signature]
Notary Public Residing in MARIION County
SUZYL TALE FINNEY
(printed signature)

This instrument was prepared by Tom Charles Huston, Attorney at Law, Barnes & Thornburg, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, Indiana 46204.

EXHIBIT A to Fifth Amendment
to the Declaration of Covenants,
Conditions and Restrictions of Shorewalk I

ARTICLE XXIII

Recreational Common Area

23.1 Ownership. Except as otherwise provided herein, title to the Recreational Common Area shall be vested in the Association and no Owner shall have any interest therein except such as accrues by virtue of such Owner's membership in the Association.

23.2 Existing Improvements. As of December 1, 1994, Declarant has constructed the Pool and Pool House, the Tennis Courts, the Jogging Path and Boat Docks to which it has assigned eighty-six (86) sequential numerical designations (1 to 86).

23.3 New Construction. Subsequent to December 1, 1994, Declarant or its designee may, but shall not be obligated to, construct thirty-six (36) additional Boat Docks. Any such additional Boat Docks constructed by Declarant or its designee shall be of the same grade and quality as the Boat Docks previously constructed by Declarant.

23.4 Licensing of Boat Docks.

23.4.1 Master License. The right to construct Boat Docks in Geist Reservoir derives from the Master License. The privileges and/or rights under the Master License are terminable at any time by the Indianapolis Water Company for any of the causes specified in the Master License and possibly without cause thereunder or under applicable law. Declarant disclaims any representation or warranty as to the validity or continuing effect of the Master License or the right or privilege of any Owner, the Association or any other person to construct, maintain or use a Boat Dock in Geist Reservoir under or pursuant to the Master License.

23.4.2 Existing Boat Dock Licenses. Declarant has heretofore granted to fifty-three (53) designated Owners such privileges or rights as Declarant may have, pursuant to the Master License, as successor in title to Shorewood Corporation, to use and operate designated Boat Docks and to use the adjacent walkways on and about Geist Reservoir for access to the designated Boat Docks, subject to the conditions set forth in the Boat Dock Licenses between Declarant and such Owners executed on or before December 1, 1994.

23.4.3 Future Boat Dock Licenses. Declarant shall have the right to grant Boat Dock Licenses to purchasers of thirty-six (36) units in Shorewalk constructed subsequent to December 1, 1994, on substantially the same terms

and conditions as the Existing Boat Dock Licenses except that such newly granted Boat Dock Licenses need not include therein any right of first refusal or option in Declarant and/or the Association to repurchase the Boat Dock. Declarant may charge and retain such license fee in connection with the grant of additional Boat Dock Licenses as it may deem appropriate. Not more than one New Boat Dock shall be licensed to the Owners of a single Unit. Notwithstanding the foregoing, Declarant shall not in any Boat Dock License granted subsequent to December 1, 1994, purport to impose on the licensor thereunder any obligation which is materially more burdensome than the obligations of the licensor under the Existing Boat Dock Licenses.

23.5 Interim Rental of Boat Docks. The Association shall have the right to rent Unlicensed Boat Docks to such Owners of Units in Shorewalk as may be selected by the Board in accordance with an equitable selection process established by the Board. Such rentals shall be for such periods and at such rent and on such other terms and conditions as the Board may establish; provided, however, that the right of the Association to rent Boat Docks shall be subject to the licensing rights of Declarant set forth in Section 23.4.3. In the event Declarant grants a Boat Dock License with respect to an Unlicensed Boat Dock, the rental arrangement between the Association and the Owner selected by the Board to rent such Unlicensed Boat Dock shall terminate on a date designated by Declarant by written notice to the Board which is not earlier than fifteen (15) days following the date on which such notice is given by Declarant.

23.6 Maintenance of Boat Docks. Commencing April 30, 1995, the Association shall be solely responsible for maintenance, repair and replacement of the Boat Docks and the facilities located along the shoreline of Geist Reservoir used or held for use in connection with the Boat Docks and the maintenance of casualty, liability and other customary insurance coverages with respect thereto, the cost of which shall be assessed against only those Owners who hold rights to use Boat Docks. No portion of the cost of the operation, maintenance, repair or replacement of the Boat Docks or related facilities (including dredging costs) shall be assessed against any Owner who does not have the right to use a Boat Dock.

23.7 Annual Boat Dock Fee. An Annual Boat Dock Fee shall be determined annually by the Board based upon its good faith estimate of the costs of operation, maintenance and repair of the Boat Docks and such related facilities, including insurance reserves for replacements, dredging costs, and reasonable allocations of administrative costs incurred by the Association in connection with the operation, maintenance and repair of the Boat Docks and related facilities. The Annual Boat Dock Fee shall be deemed a part of the Annual Assessment of each Owner who holds a Boat Dock License and shall be payable at the time and in the manner prescribed for payment of the Annual Assessment unless the Board determines another time or manner of payment. In addition to the lien afforded the Association in the case of non-payment of an Annual Assessment, the Board shall have the

right to terminate the Boat Dock License of any Owner who fails to pay the Annual Boat Dock Fee in accordance with such procedures as the Board may reasonably determine.

23.8 Boat Dock Rental Fee. The Board may establish a Boat Dock Rental Fee for the use by an Owner of a Unlicensed Boat Dock. The amount of the Boat Dock Rental Fee shall be at the Board's discretion, but must be in the same amount for all Unlicensed Boat Docks for similar periods of time. From the Boat Dock Rental Fee received for a particular Unlicensed Boat Dock for a particular calendar year, the Board shall allocate at least an amount equal to the Annual Boat Dock Fee to the cost of maintenance of the Boat Docks as described in Section 23.6. Any excess Boat Dock Rental Fees from a particular Unlicensed Boat Dock may be used for the maintenance of the Boat Docks or set aside in reserve to repurchase Boat Dock Licenses from Owners who offer to sell their licenses to the Association at the licensee's original cost. The Association may not repurchase a Boat Dock License for more than the licensee's original cost.

23.9 Assignment of Master License. At such time as Declarant has Completed Development, Declarant shall assign its rights under the Master License to the Association.

23.10 Assignment of Boat Dock Licenses. On or before April 30, 1995, Declarant shall assign to the Association its rights, as licensor, under each Existing Boat Dock License. Thereafter, Declarant shall, within 30 days following the grant of a Boat Dock License for a New Boat Dock, assign to the Association the rights of Declarant, as licensor, under such Boat Dock License.

23.11 Termination of Declarant's Licensing Rights. At such time as Completed Development has occurred, the right of Declarant to grant Boat Dock Licenses shall terminate, and the right to grant Boat Dock Licenses with respect to, or otherwise control the use of, Unlicensed Boat Docks existing as of the date of Completed Development shall vest in the Association.

23.12 Obligations of the Association. The Association, subject to the rights of Declarant and the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Recreational Common Area and all improvements thereon (including furnishings and equipment related thereto), and shall keep the Recreational Common Area in good, clean, attractive and sanitary condition, order and repair. The costs of performance by the Association hereunder with respect to the Recreational Common Area exclusive of the Boat Docks shall be assessed against the Owners as part of the Annual Assessment.

23.13 Damage or Destruction by Owner. In the event the Recreational Common Area or any part thereof is damaged or destroyed by an Owner or any of his guests, tenants, licensees, agents, or member of his family, such owner authorizes the Association to repair said damaged area; and the Corporation shall repair said damaged area in a good workmanlike manner in conformance with the original plans and specifications of the area.

DATE TIME 2013

4

5. All actions required of the Association and the Owners for the authorization, approval and adoption of the Amendment have been taken and done

EXECUTED this 29th day of April, 1995

Special Committee
SECRETOR

THOMAS E. MCELROY
(Printed Name)

THOMAS E. MCELROY
(Printed Name)

This instrument was prepared by Tom Charles Hutton, Attorney at Law, Barnes & Thornburg, 1313 Merchants Bank Building, 11 South Meridian Street, Indianapolis, IN 46204

Original Text Here

Print Name
11219 FORTUNA DR
Street Address
1/22/95
Date

OWNER:
Signature
1/14/95
Print Name
Clyde Brown
Street Address
11217 LAMOND AVE
Date
2-12-95

Print Name
11215 KENNEDY AVE
Street Address
2/22/95
Date

OWNER:
Signature
Donald J. Lowman
Print Name
DONALD J. LOWMAN
Street Address
8103 STORPER AVE TRI.
Date
2/22/95

Street Address
7072 S HORNBLAKE LN
Date
2-22-95

OWNER:
MLM
Signature
Leslie J. Sage
Print Name
8108 Farmwest Ln
Street Address
02-22-95
Date

Street Address
11415 Brandon Ln
Date
2-22-95

OWNER:
Robert J. Conover
Signature
Robert J. Conover
Print Name
8113 Farmwest
Street Address
22 FEB 95
Date

Print Name _____
Street Address _____
Date _____

OWNER:

Print Name _____
Signature _____
Street Address _____
Date _____

OWNER:
Print Name _____
Signature _____
Street Address _____
Date _____

Print Name _____
Street Address 1411 Conquest
Date 7-23-95

OWNER:
Signature John R. [Signature]
Print Name John R. [Signature]
Street Address 1153 Conquer Ln
Date 7-27-95

Print Name 8171 [Signature]
Street Address 8171 [Signature]
Date 8-29-95

OWNER:
Signature [Signature]
Print Name J. [Signature]
Street Address 8133 [Signature]
Date 8/29/95

OWNERS:
Signature: [Signature]
Print Name: Mr. J. M. [unclear]
Street Address: 314 [unclear] St.
City: [unclear]
State: [unclear]
Date: 2/21/71

Print Name: [unclear]
Street Address: [unclear]
Date: 2-22-71

OWNER:
Signature: [Signature]
Print Name: [unclear]
Street Address: 1115 [unclear] St.
City: [unclear]
State: [unclear]
Date: 2/21/71

Print Name: [unclear]
Street Address: [unclear]
Date: 2/22/71

OWNER: Ch. J. Patton
Signature: B. Lee Colton
Print Name: 8218 NEWTON LANE
Street Address: 8218 NEWTON LANE
Date: 2/22/95

OWNER: [Signature]
Signature: [Signature]
Print Name: [Signature]
Street Address: [Signature]
Date: 2/22/95

OWNER: [Signature]
Signature: [Signature]
Print Name: ROBERT COLTON
Street Address: 435 FOREMOUNT ST
Date: 2/22/95

OWNER: [Signature]
Signature: [Signature]
Print Name: [Signature]
Street Address: [Signature]
Date: 2/22/95

OWNER:
Signature: *Regina Rice*
Print Name: *Regina Rice*
Street Address: *1891 N. Yorkton Rd*
Date: *2/22/95*

Print Name: *Regina Rice*
Street Address: *1891 N. Yorkton Rd*
Date: *2/22/95*

OWNER:
Signature: *Mary Ann Thomas*
Print Name: *Mary Ann Thomas*
Street Address: *81291 W. Riverside Road*
Date: *2-22-95*

Print Name: *Mary Ann Thomas*
Street Address: *81291 W. Riverside Road*
Date: *2-22-95*

OWNER:
Print Name RA Q. J.
Signature [Signature]
Print Name R. Christ
Street Address 5114 Forchuck Ln.
Date 2-22-95

Print Name 8130 Shoreridge Terrace
Street Address 8130 Shoreridge Terrace
Date 2-22-95

OWNER:
Print Name Nael N. Heymann
Signature [Signature]
Print Name Nael N. Heymann
Street Address 11211 Fonthill Dr.
Date 2-22-95

Print Name Wanda H. Thompson
Street Address 8085 Farkhurst Ln
Date 2/8/95

Print Name

Street Address

Date

OWNER:

Signature

Print Name

Street Address

Date

Street Address

Date

OWNER:

Signature

Print Name

Street Address

Date

OWNER: George A. Herbert
Signature
Print Name George A. Herbert
Street Address 2014 Shoreline Dr
Date 4-4-95

OWNER: George A. Herbert
Signature
Print Name George A. Herbert
Street Address 2014 Shoreline Dr
Date 4/2/95

OWNER: _____
Signature
Print Name _____
Street Address _____
Date _____

OWNER: _____
Signature
Print Name _____
Street Address _____
Date _____

1-800-368-6868

Date

3/25/95

Street Address

8078 SHOREHOLK DR.

OWNER:

Signature

Print Name

L.H. TERPINAS

Street Address

8056 SHOREHOLK DR.

Street Address

2/24/95

Date

Street Address

Date

OWNER:

Signature

Print Name

Street Address

Date

Print Name
11431 London Lane
Street Address
4125 RS
Date

OWNER:

Signature

Print Name

Street Address

Date

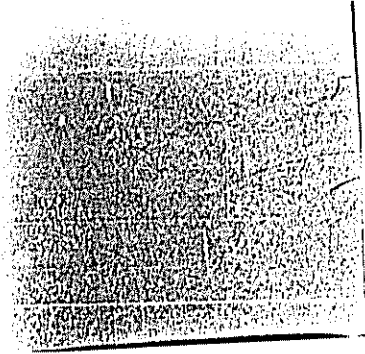
OWNER:

Signature

Print Name

Street Address

Date



Street Address _____
Date 3-11-95

Street Address _____
Date Mar 11, 95

OWNER: *M. L. V.*
Signature *MICHAEL J. VOYLES*
Print Name MICHAEL J. VOYLES
Street Address 8147 FARMHOSR
Date 3-11-95

OWNER:

Signature

Print Name

Street Address

Date

Print Name

Street Address

Date

OWNER:

Signature

Print Name

Street Address

Date

Print Name

Street Address

Date

Barry Young

Barry Young

11377 SUMMITTOWN RD

5/27/95

OWNER: _____
Signature *[Handwritten Signature]*
Print Name DAVID GORDON
Street Address 159 SPARKMAN DR
Date 20 MAR 95

OWNER: _____
Signature _____
Print Name _____
Street Address _____
Date _____

OWNER: _____
Signature _____
Print Name 8199 NEXTON LN
Street Address _____
Date 3-27-95

OWNER: _____
Signature _____
Print Name _____
Street Address _____
Date _____

Print Name

Street Address

Date

OWNER:

Signature

Print Name

Street Address

Date

Print Name

Street Address

Date

OWNER:

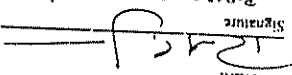
Signature

Print Name

Street Address

Date

Print Name: _____
Street Address: 8153 Shorewalk Dr.
Date: 2/22/95

OWNER: _____
Signature: 
Print Name: ROBERT C. JOHNSON
Street Address: 8052 Shorewalk Dr.
Date: 2/22/95

OWNER: _____
Signature: Cynthia Gatchell
Print Name: Cynthia Gatchell
Street Address: 8153 Shorewalk Dr.
Date: 2/22/95

P199 AKTNP, TX
Date: 2/22/95

8117 Farmway Park Lane
Street Address
7/26/84
Date

OWNER:

Signature

Print Name

Street Address

Date

R139 Farmway Park Lane
Street Address
5-11-95
Date

OWNER:

Signature

Print Name

8076 Sherridge Lane
Street Address

5-24-95
Date

Print Name _____
Street Address _____
Date _____

OWNER:
Signature _____
Print Name _____
Street Address _____
Date _____

Print Name _____
Street Address _____
Date _____

OWNER:
Signature _____
Print Name _____
Street Address _____
Date _____

Print Name 8254 Shona adge Turner 8126 Shirreffs Lane
Street Address
Date 3-11-85

OWNER:
Signature [Signature]
Print Name Dr South
Street Address 814 Shirreffs Lane
Date 3-11-85

OWNER:
Signature [Signature]
Print Name Kelly Sargent
Street Address 810 Alexander Turnero
Date 3-19-85

Print Name _____
Street Address 52059 Inghurst Ln
Date 3-14-95

OWNER: _____
Signature James G. Heston
Print Name _____
Street Address 8051 Farnhurst
Date 3/11/95

Print Name CHERYL DAVIS
Street Address 8170 Farnhurst Dr.
Date 3-11-95

OWNER: _____
Signature _____
Print Name _____
Street Address _____
Date _____

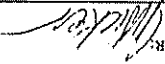
808 3 FARMWOOD ST LA

Street Address

3-11-75

Date

OWNER:



Signature

THOMAS WILKINSON (823-1683)

Print Name

8791 FARMWOOD ST LA

Street Address

Date

810 5 FARMWOOD ST LA

Street Address

3-11-75

Date

OWNER:

Signature

THOMAS WILKINSON (823-1683)

Print Name

8791 FARMWOOD ST LA

Street Address

Date

11319 SHORBRIDGE CIR
Street Address
3/13/85
Date

OWNER:

Signature
Print Name
Street Address
Date

1129 FOUNTAIN DR.
Street Address
3/1/85
Date

OWNER:

Signature
Print Name
Street Address
Date

OWNER: James Johnson
Signature: James Johnson
Print Name: James Johnson
Street Address: 819 S. Main St.
Date: 3/1/95

OWNER: _____
Signature: _____
Print Name: _____
Street Address: _____
Date: _____

Street Address: _____
Date: _____

Street Address: _____
Date: _____

Enclosed herewith is a signature sheet that has been signed by Stephen and Angela Ockel with respect to the property located at 8214 Nekton Lane, Indianapolis, Indiana. Also enclosed is a signature sheet I have signed as agent on behalf of Good Fabrikators, LLC. Good Fabrikators, LLC is the title owner of the said property.

If you have any questions regarding the foregoing, please give me a call. Thank you.

Yours truly,

JOHNSON, HALL AND LAWHEAD
PROFESSIONAL CORPORATION

By: Richard M. Hall

RMH/jlc
Enclosures

11/11/50

0124 PARHURST LN	MARY ANN	108
11419 LEANDER LN	HANDBRICK, WIRNIND B	024
8083 PARHURST LN	JOY	344
8140 SHORRIDGE TER	HADDOCK, JAMES E	333
8214 NEWTON LN	GREENWOOD, WILLIAM	263
8140 A SHOREWALK DR	ANGELA	047
8168 C SHOREWALK DR	GOOD, STEPHEN A	066
8136 PARHURST LN	GENO, MICHELLE	353
0105 PARHURST LN	FULTER, DONALD	340
	PAICK, BEEHAN	
	FLMING, VERN	

Handwritten signature and initials.

_____	0124 FARMHURST LN.	MARY ANN
_____	11419 LEANDER LN.	100 HANDBRICK; WENAND &
_____	8003 FARMHURST LN.	024 HALL; JANE
_____	0140 SHORERIDGE TER.	JOY
_____	0214 HEKTON LN.	344 HADDOCK; JAMES &
_____	0140 A SHOREWALK DR.	133 GREENWOOD; WILLIAM
_____	0160 C SHOREWALK DR.	ANGELA
_____	0126 FARMHURST LN.	363 GOOD; STEPHEN &
_____		047 GENO; MICHELLE
_____		066 FULLER; DONALD
_____		353 FLICK; STEPHEN

See 0126, 0127, 0128

014	KILTZ: SHARON	11355 LEANDER LN.	_____
010	KITAVANA: TAKASHI	0121 FARMURST LN.	_____
052	LESH: C P	0140 F SHOREWALK DR.	_____
027	LONG: RCD	11303 LEANDER LN.	_____
330	MARQUART: DAVID &	0062 SHORERIDGE TER.	_____
012	MCKEE: RONALD	0098 SHOREWALK DR.	_____
036	MCKNIGHT: SHARA	0121 FARMURST LN.	<u>W. J. M. M. M.</u>
031	MENDENHALL: MIKE	11367 LEANDER LN.	_____
069	MOORE: DONALD &	0168 D SHOREWALK DR.	_____
071	MORRIS: LINDA KAY	0176 A SHOREWALK DR.	_____
201	NICKEL: MARY JANE	0207 SHOREWALK DR.	_____

BRITTON, TED 062
 ROBINSON, SHARON &
 DAWN
 KORNALD; GORDON 011
 KOUDEHUSHI, KAREN 003
 KYHELL; WICKI 300
 SARGENT; KELLY 251
 SCHEWERT; RANDALL 021
 SHAKK; AMNI 019
 SHAKK; AMNI 040
 SINCLAIR; GAVIN & 117
 SIZEMORE; GERALD 016

11441 LEANDER LN.
 0149 SHOREWALK DR.
 0094 SHOREWALK DR.
 11359 LEANDER LN.
 0103 SHORERIDGE TER.
 0110 SHORERIDGE TER.
 11431 LEANDER LN.
 11329 LEANDER LN.
 11325 LEANDER LN.
 0143 PAMHURST LN.
 0132 R SHOREWALK DR.

Handwritten notes:
 AMNI 2, SHAKK
 LEANDER LN. 11329
 AMNI 7, SHAKK
 LEANDER LN. 11325
 AMNI 11, SHAKK
 LEANDER LN. 11431

016	SIZEMORE; GERALD	8132 F SHOREWALK DR.
117	SINCLAIR; GAVIN &	8143 PARKHURST LN.
040	SHAKER; AMNI	11325 LEANDER LN.
039	SHAKER; AMNI	11329 LEANDER LN.
021	SCHWEIER; RANDALL	11431 LEANDER LN.
251	SAHGENT; KELLY	8110 SHORRIDGE TER.
300	MYRELL; VICKI	8103 SHORRIDGE TER.
033	POUNDERHUSH; KAREN	11359 LEANDER LN.
011	RONALD; GORDON	8094 SHOREWALK DR.
	DAWN	8149 SHOREWALK DR.

ASCO

110	RITABARA, TAKASHI	0131 FANHUERT LN.
072	LEHNE, C.P.	0140 F BHOEKWALK DR.
077	LONG, BOB	11303 LKANDER LN.
110	MANQUANT, DAVID S	
012	GAIL	0022 BHOEKRIDGE TRN.
017	MCKER, RONALD	0098 BHOEKWALK DR.
116	MCKNIGHT, BHARA	0121 FANHUERT LN.
011	MENDEMINATO, MIKE	11367 LKANDER LN.
009	MOORE, RONALD S	
071	JENNIFER	0100 D BHOEKWALK DR.
071	MORRIS, LINDA KAY	0176 A BHOEKWALK DR.
041	NICKELL, MARY JANE	0207 BHOEKWALK DR.

340	PLEHINC: BERN	8105	_____
353	FRICK: STEPHEN	8136	PARMHURST LN.
066	FULLER: DONALD	8168	C SHOREWALK DR.
047	GENO: MICHELLE	8140	A SHOREWALK DR.
363	GOOD: STEPHEN &	8214	NEXTON LN.
333	GREENWOOD: WILLIAM	8140	SHORRIDGE TER
344	HADDOCK: JAMES &	8083	PARMHURST LN
024	HALL: JANE	11419	LEANDER LN.
108	HANDRICK: WENAND &	8124	PARMHURST LN

Steph...

010	KITAHARA, TAKASHI	8131 FARMHURST LN.
052	LESH, C. P.	8140 F SHOREWALK DR.
027	LONG, ROD	11383 LEANDER LN.
330	MARQUART, DAVID E	
	GALE	
012	MCKEE, RONALD	8098 SHOREWALK DR.
336	MCKNIGHT, SHARA	8121 FARMHURST LN.
031	MENDEMHALL, MIKE	11367 LEANDER LN.
069	MOORE, DONALD E	
	JENNIFER	
071	MORRIS, LINDA KAY	8176 A SHOREWALK DR.
201	NICKEL, MARY JANE	8207 SHOREWALK DR.

Alma Beckwith

310	KITAHARA; TAKASHI	8131 PARKHURST LN.
052	LESH; C. P.	8140 F SHOREWALK DR.
027	LONG; ROD	11383 LEANDER LN.
330	HANQUART; DAVID S	
	CALL	8062 SHORERIDGE TER.
012	MCKER; RONALD	8098 SHOREWALK DR.
336	MCKNIGHT; SHARA	8121 PARKHURST LN.
031	MENDENHALL; MIKE	11367 LEANDER LN.
069	MOORE; DONALD S	
	JENNIFER	8168 D SHOREWALK DR.
071	MORRIS; LINDA KAY	8176 V SHOREWALK DR.
281	NICKEL; MARY JANE	8207 SHOREWALK DR.

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062	CAMPBELL, TROY	0158 B SHOREWALK DR.
061	CARLSON, CANDIE	0158 B SHOREWALK DR.
293	CARLSON, MATTHEW	0197 NEXTON LN.
341	CHRISTIE, STEVEN F	0101 FARMHURST LN.
316	CLARK, DOUGLAS F	11319 SHOREVIEW LN.
305	CLARK, RICHARD F	11315 SHOREVIEW LN.
056	CLEVENGER, GREGORY F	0150 B SHOREWALK DR.
221	CODRINI, DAVID	0159 SHOREWALK DR.

010	KITAHARA, TAKASHI	8131 PARKHURST LN.
052	LESH, C.P.	8140 F SHOREWALK DR.
027	LONG, ROD	11383 LEANDER LN.
330	MAHQUART, DAVID &	
	GALE	0062 SHORIDGE TER.
012	MCKER, RONALD	8098 SHOKEWALK DR.
336	MCKNIGHT, SHARA	8121 PARKHURST LN.
031	MEHREZIANI, MIKE	11367 LEANDER LN.
019	MOORE, DONALD &	
	JENNIFER,	8168 D SHOREWALK DR.
071	MORRIS, LINDA KAY	8176 A SHOREWALK DR.
241	NICKEL, MALE JANE	8207 SHOREWALK DR.