

69

77 55797 77 55862
77 55813 77 55868
77 55872

CROSS REFERENCE

CROSS REFERENCE

FOURTH SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

This Fourth Supplemental Declaration, made this 15th day of AUGUST, 1977, by Robert V. Welch of Marion County, Indiana, hereinafter referred to as "Declarant".

Witness:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on the 9th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-61531 on the 5th day of November, 1975; Instrument No. 75-64356 on the 17th day of November, 1975; and, Instrument Nos. 76-24832 and 76-32522 on the 7th day of May, 1976, and the 8th day of June, 1976; and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45969, 76-45970, and 76-45971 on the 3rd day of August, 1976; and amended by the Second Supplemental Declaration duly recorded with the said Recorder under Instrument No. 76-52433 on the 31st day of August, 1976; and amended by the Third Supplemental Declaration duly recorded with said Recorder under Instrument No. 77-36567 on the 17th day of June, 1977; respectively, reference to which is hereby made; and,

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate (being part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title thereto) to the provisions of the Act as defined in The Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out:

Phase VI, Section 2, as set out in Exhibit "2"; Phase VII, Section 2, as set out in Exhibit "3"; Phase VIII, Section 2, as set out in Exhibit "4"; Phase II, Section 3, as set out in Exhibit "5"; Phase I, Section 1, as set out in Exhibit "1", attached hereto and made a part hereof as though fully set out herein.

Whereas, said Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3 constitutes an integral portion of the Additional Tract, as anticipated in the said Section 16 of the said original Declaration, as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration; and, that the several conditions for annexation contained therein have been met and Declarant, by his execution of this Supplemental Declaration, hereby incorporates the said Phases into Windridge Horizontal Property Regime.

Now, Therefore, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The Definitions used in the original Declaration shall be applicable to said Phases, and this Supplemental Declaration, provided, however, the said Phases shall for all purposes now be included as a Phase or Phases as defined in said original Declaration, and the definition of Plans in the original Declaration, where appropriate, will now include the Plans defined herein at section 3.

~~77 55863~~
77 55872 77 55868
77 55797 77 55862
77 55813

RECEIVED FOR RECORD
PRECIOUS BYRD
RECORDER-MARION CO.
AUG 26 10 30 AM '77

CHICAGO TITLE

2. Declaration. Declarant hereby expressly declares that said Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3; and all appurtenant easements, and all Dwelling Units, buildings, improvements and property of any kind and nature whatsoever located thereon, shall be annexed to and become part of Windridge Horizontal Property Regime as if it had been included in the original Declaration and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the original Declaration, the amendments thereto, the Act, the By-Laws, as amended, and the rules and regulations as adopted by the Board of Managers, as each may be further amended from time to time, the original Declaration, and Amendments thereto, being incorporated herein and made part hereof by reference. Said Phases shall hereafter and for all purposes be included in the definition of "Tract" as defined in the original Declaration.

3. Plans. The Plans for the buildings, Dwelling Units and other improvements constituting Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3; certified to be true and correct representations of the boundaries of said Phases and the building layout and location, building dimensions, building addresses, building numbers, Dwelling Unit designations, parking areas, Common Areas, Limited Areas and Garages and Storage Areas, by Sol C. Miller, Registered Land Surveyor and Architect, under date of July 21, 1977 for Phase I, Section 1; July 19, 1977 for Phase VI, Section 2; and July 18, 1977 for Phase II, Section 3, Phase VII, Section 2 and Phase VIII, Section 2, have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. _____, 1977, as Instrument No. 77-55797, 77-55813 and are incorporated herein by reference. 77-55862, 77-55868 and 77-55872

4. Description of Dwelling Units. There are two (2) Dwelling Units in Phase I, Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 35 and number 36; there are three (3) Dwelling Units in Phase VI, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 14, number 15 and number 16; there are ten (10) Dwelling Units in Phase VII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 251, number 252, number 253, number 254, number 255, number 256, number 257, number 258, number 259 and number 260; there are six (6) Dwelling Units Phase VIII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 42, number 43, number 44, number 45, number 46 and number 47; there are five (5) Dwelling Units in Phase II, Section 3, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 151, number 152, number 153, number 154 and number 155.

5. Percentage Interest. The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phase I, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2 and Phases I and II of Section 3 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof, and Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule, subject to the rights of the mortgagee, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

Pursuant to the rights of Declarant contained in Paragraph 16 of the original Declaration, and additional rights contained in said Declaration, the Percentage Interest appurtenant to each Dwelling Unit, is now readjusted as to all Dwelling Units as set out in said Schedule I.

The attached scheduled Percentage Interest in the Common Areas are calculated on the basis set forth in Paragraph 16 of the original Declaration and this reallocation is accomplished as follows:

- (a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divest them of that portion of their unit's share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the percentage interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (b) Declarant, to the extent necessary, hereby exercises all powers of attorney granted to him and powers of appointment reserved by him and hereby grants, conveys and sets over to each owner of each existing Dwelling Unit that share in the Common Areas and Limited Areas which is necessary to attain for each existing Unit the share in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (c) Any other means supportable in law or equity on the basis of the Declaration, the deeds issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Declaration and the prior amendments thereto, as hereinbefore set out, the Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Executed the day and year first above written.



Robert V. Welch

ACKNOWLEDGEMENT

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said County and State, personally appeared Robert V. Welch, who acknowledged the execution of the within the foregoing "Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 15th day of August, 1977.


Joseph F. Quill
Notary Public

My Commission expires:
May 3, 1980

This instrument prepared by Joseph F. Quill, attorney at law.



CHICAGO TITLE

77 55813

77 55797 77 55868

77 55862

77 55872

SCHEDULE I

Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit *	Formula Square Footage	Percentage Interest
Section I, Section 1			
35	2,739.80		
36	2,739.80	2,119.90	1.73
		2,119.90	1.73
Section I, Section 2			
52	2,078.00		
53	2,395.39	1,789.00	1.46
54	1,988.85	1,947.70	1.59
55	1,987.80	1,741.64	1.42
56	2,759.21	1,740.85	1.42
57	2,276.01	2,129.61	1.74
58	2,950.59	1,888.01	1.54
59	2,895.46	2,225.30	1.81
60	2,086.44	2,197.73	1.79
65	2,321.73	1,793.22	1.46
66	2,128.16	1,910.87	1.56
67	2,148.67	1,814.08	1.48
68	2,477.05	1,824.34	1.49
		1,988.53	1.62
Section 3			
199	2,342.50		
		1,921.25	1.57
Section 2			
61	2,138.42		
62	2,131.52	1,819.21	1.48
63	2,667.55	1,815.76	1.48
64	2,323.61	2,083.78	1.70
		1,911.81	1.56
Section 3			
151	2,401.84		
152	2,371.30	1,950.92	1.59
153	3,207.00	1,935.50	1.58
154	3,331.70	2,353.50	1.92
155	4,525.57	2,415.85	1.97
		3,012.79	2.46
Section 2			
1	2,326.39		
2	2,154.56	1,913.20	1.56
3	2,186.48	1,827.28	1.49
69	2,467.14	1,843.24	1.50
9	2,315.16	1,983.57	1.62
10	2,144.24	1,907.58	1.56
11	2,153.51	1,822.12	1.49
2	2,562.41	1,826.76	1.49
3	2,147.93	2,031.21	1.66
		1,823.97	1.49

CHICAGO TITLE

77 55813

77 55868

77 55797

77 55872 · 77 55862

SCHEDULE I

Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit *	Formula Square Footage	Percentage Interest
Section IV, Section 2			
70	3,197.53	2,348.77	1.91
71	3,003.43	2,251.72	1.84
72	3,787.70	2,643.85	2.16
73	2,996.17	2,248.09	1.83
74	2,213.73	1,856.87	1.51
75	3,173.18	2,336.59	1.91
Section V, Section 2			
48	2,323.84	1,911.92	1.56
49	2,043.29	1,771.65	1.44
50	2,299.52	1,899.76	1.55
51	2,411.54	1,955.77	1.59
Section VI, Section 2			
4	2,531.28	2,015.64	1.64
5	1,855.98	1,641.99	1.34
5	1,900.03	1,675.02	1.37
Section II, Section 2			
	1,773.97	1,580.48	1.29
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,773.97	1,580.48	1.29
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
	1,730.77	1,548.08	1.26
Section I, Section 2			
	2,338.09	1,919.05	1.56
	3,062.06	2,281.03	1.86
	3,592.16	2,546.08	2.08
	3,093.70	2,296.85	1.87
	2,674.00	2,087.00	1.70
	2,442.16	1,971.08	1.61
		122,634.31	100.00

Area Footage certified by Mid-States Engineering, Indianapolis, Indiana

77 55813

77 55868

77 55797

77 55862

77 55872

JOB #377-365

WINDRIDGE, PHASE I, SECTION 1

LEGAL DESCRIPTION

Land being part of the Northeast Quarter of Section 9, Township 16 North, Range 4 East part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter of said Section 10, Township 16 North, Range 4 East; thence South $89^{\circ}06'13''$ East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson as per Project U.S. 467 (1) FY 1960; the following three calls are along said Easterly line; thence North $16^{\circ}02'58''$ West a distance of 161.54 feet; thence North $26^{\circ}50'43''$ West a distance of 27.07 feet to the point of beginning of the real estate described; said point also being on the Southerly R/W line of Hawks Point Road; continuing North $26^{\circ}50'43''$ West along said Easterly R/W line a distance of 25.00 feet to a point on the Northerly R/W line of Hawks Point Road; said point also on a curvature of a concave Southerly having a central angle of $38^{\circ}50'43''$ and a radius of 212.706 feet (the following three calls are on the Northerly R/W line of said Hawks Point Road); thence South around said curve an arc distance of 144.21 feet (said arc being subtended by a chord having a bearing of North $82^{\circ}34'39''$ East and a length of 141.463 feet); thence South $78^{\circ}00'00''$ East tangent to the last described curve a distance of 203.00 feet to a point of beginning of a curve concave Northerly having a central angle of $06^{\circ}55'17''$ and a radius of 187.706 feet; thence Easterly around said curve an arc distance of 83.52 feet (said arc being subtended by a chord having a bearing of South $81^{\circ}27'39''$ East and a length of 83.467 feet); thence South $00^{\circ}53'47''$ West a distance of 170.88 feet to a point on the South line of the Northwest quarter, Section 10, Township 16 North, Range 4 East; said point also being on the North line of Laurel Hall "Amended" Subdivision as recorded in the Office of the Recorder of Marion County, Indiana, in Plat Book 30, pages 1 and 2; thence North $89^{\circ}06'13''$ East along the South line thereof and the North line of said Laurel Hall "Amended" Subdivision a distance of 224.00 feet; thence North $00^{\circ}53'47''$ East a distance of 184.23 feet to a point on the Southerly line of the aforementioned Hawks Point Road; the following two calls are along said Southerly R/W line; thence North $78^{\circ}00'00''$ West a distance of 63.94 feet to a point of beginning of a curve concave Southeasterly having a central angle of $38^{\circ}50'43''$ and a radius of 187.706 feet; thence Westerly around said curve an arc distance of 127.26 feet (said arc being subtended by a chord having a bearing of South $82^{\circ}34'37''$ West and a length of 127.26 feet) to the point of beginning, containing in all 1.082 acres. Subject, however, to all highways, rights-of-way and easements.

Page 7 of 12 pages

77 55797

77 55868

77 55813

77 55800

77 55872

LEGAL DESCRIPTION

WINDRIDGE, PHASE VI, SECTION 2

Land being part of the Northeast quarter of Section 9, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the most southerly point of Windridge, Phase III, Section 2 as recorded in the Office of the Recorder of Marion County, Indiana, by instrument #76-45970 (said point also being on the Easterly right-of-way line for Emerson Way as per I.S.H.C. Project U.S. 467(1) FY 1960); the next two calls being along the Easterly line of said Windridge, Phase III, Section 2; thence North 29°34'09" East a distance of 132.289 feet; thence North 11°01'27" East a distance of 24.739 feet; thence South 56°29'56" East a distance of 42.157 feet to the point of beginning of the real estate described herein; thence North 30°34" East a distance of 91.830 feet; thence North 38°42'26" East a distance of 24.879 feet to a point on the South line of Whisperwood Lane and the Southerly line of aforementioned Windridge, Phase III, Section 2; said point also being the point of beginning of a curve concave Southwesterly having a central angle of 07°07" and a radius of 240.823 feet; thence Easterly around the curve and Southerly line of said Windridge, Phase III, Section 2 and Whisperwood Lane an arc distance of 118.187 feet (said arc being subtended by a chord having a bearing of South 65°21'07" East and a length of 117.005 feet); thence South 35°19" West from the last described curve a distance of 46.470 feet; thence North 33°30'34" West a distance of 91.830 feet; thence North 56°29'26" West a distance of 135.960 feet to the point of beginning; containing in all 0.373 acres, subject, however, to all legal highways, rights-of-way and easements.

CHICAGO TITLE

I-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. President Rexford C. Early Sec. - Treas.

Page 8 of 12 pages

77 55813

77 55810

77 55868,

77 55797

77 55862

77 55872

PHASE VII, SECTION 2
LEGAL DESCRIPTION

Land being part of the Northeast quarter of Section 9, Township 16 North, Range 4 East and part of the Northwest quarter of Section 10, Township 16 North, Range 4 East; both in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter of said Section 10, Township 16 North, Range 4 East; thence South 89°05'13" East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson Way (as per Project U.S. 467 (1) FY 1950); the following curve calls are along said Easterly R/W line; thence North 16°02'59" West a distance of 161.537 feet; thence North 26°50'44" West a distance of 123.886 feet to a point of beginning of the real estate described herein; continuing thence North 26°50'43" West along said R/W a distance of 38.185 feet; thence North 21°29' West a distance of 163.246 feet; thence North 36°07'46" East a distance of 64.153 feet; thence North 52°19'35" East a distance of 92.528 feet; thence North 69°05'32" East a distance of 70.783 feet to a point on the Westerly R/W line of Whisperwood Lane and also the Westerly line of Windridge - Phase V, Section 2 as recorded in the Office of the Recorder of Marion County, Indiana by Instrument No. 76-52433, said point also being on a curvature of a curve concave southeasterly having a central angle of 06°47'41" and a radius of 226.981 feet; following three (3) calls are along the Westerly and Southerly line of the aforementioned Windridge, Phase V, Section 2; thence Southeasterly around said curve an arc distance of 26.918 feet (said arc being subtended by a chord having a bearing of South 24°18'16" East and a length of 26.902 feet); thence South 2°09" East tangent to the last described curve a distance of 28.352 feet to the Southwest corner of said Windridge, Phase V, Section 2; thence North 62°17'51" East a distance of 24.000 feet to a point on the Easterly R/W line of Whisperwood Lane; the next three (3) calls are on said Easterly line; thence South 27°42'09" East a distance of 55.708 feet to a point of curvature of a curve concave Southerly having a central angle of 16°04'55" and a radius of 471.928 feet; thence Southerly around said curve an arc distance of 132.462 feet (said arc being subtended by a chord having a bearing of South 19°39'42" East and a length of 132.027

Mid-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Carl C. Miller, P.E., L.S. President Rexford C. Early, Sec. - Treas.

Page 9 of 12 pages

77 55813

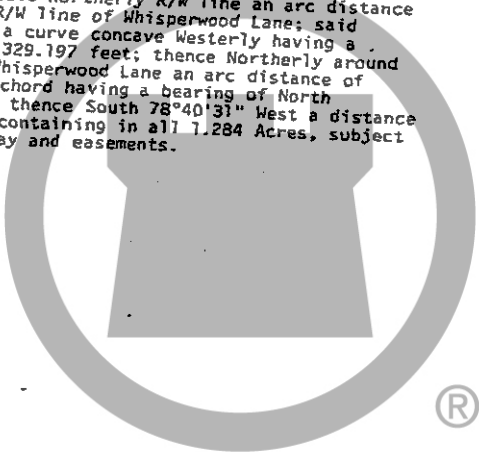
77 55868

77 55797

77 55862

77 55872

... feet) to a point of curvature of a curve concave Westerly having a central angle of 20°31'48" and a radius of 353.197 feet; thence Southerly around said curve an arc distance of 126.555 feet (said arc being subtended by a chord having a bearing of South 01°21'19" East and a length of 125.879 feet) to a point on the Northerly line of Hawks Point Road; thence North 78°00'00" West along said Northerly R/W line a distance of 0.328 feet to a point of curvature of a curve concave South-westerly having a central angle of 06°22'48" and a radius of 212.705 feet; thence Northwesterly around said curve and along said Northerly R/W line an arc distance of 23.685 feet to a point on the Westerly R/W line of Whisperwood Lane; said point also being the point of curvature of a curve concave Westerly having a central angle of 12°41'50" and a radius of 329.197 feet; thence Northerly around said curve and along the Westerly line of Whisperwood Lane an arc distance of 2.952 feet (said arc being subtended by a chord having a bearing of North 2°33'54" East and a length of 72.803 feet; thence South 78°40'31" West a distance of 155.602 feet to the point of beginning, containing in all 1.284 Acres, subject however, to all legal highways, rights-of-way and easements.



CHICAGO TITLE

Page 10 of 12 pages

77 55868

77 55797

77 55862

77 55872

PHASE VIII, SECTION 2

LEGAL DESCRIPTION

Land being part of the Northwest quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter said Section 10, Township 16 North, Range 4 East; thence South $89^{\circ}06'13''$ East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson Way (as per Project U.S. 467 (1) FY 1960); the following three calls are along said Easterly R/W line; thence North $16^{\circ}02'58''$ West a distance of 161.537 feet; thence North $26^{\circ}50'43''$ West a distance of 52.071 feet to a point on the Northerly R/W line of Hawks Point Road; said point also on a curve of a curve concave Southerly having a central angle of $38^{\circ}50'43''$ and a radius of 212.706 feet (the following three calls are on the Northerly R/W line of said Hawks Point Road); thence Easterly around said curve an arc distance of 144.209 feet (said arc being subtended by a chord having a bearing of North $82^{\circ}34'39''$ East and a length of 131.463 feet) thence South $78^{\circ}00'00''$ East tangent to the last described curve a distance of 0.328 feet to the point of beginning of the real estate described herein; continuing South $78^{\circ}00'00''$ East along said Northerly line a distance of 100.758 feet; thence North $12^{\circ}00'00''$ East a distance of 184 feet; thence North $16^{\circ}59'57''$ East a distance of 18.127 feet; thence North $8'51''$ West a distance of 112.864 feet; thence North $01^{\circ}41'19''$ West a distance of 5.741 feet; thence North $21^{\circ}24'48''$ West a distance of 123.921 feet to a point that is North $75^{\circ}46'19''$ East and a distance of 9.24 feet from the Southeast corner of Windridge, Phase V, Section 2, as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 76-52433; thence South $75^{\circ}46'19''$ East along the Southerly line extended and the Southerly line of said Windridge, Phase V, Section 2 a distance of 129.237 feet to a point on the Easterly R/W line of Merwood Lane; the next three calls are on said Easterly line; thence South $1^{\circ}09''$ East a distance of 55.708 feet to a point of curvature of a curve concave Southwesterly having a central angle of $16^{\circ}04'55''$ and a radius of 471.928 feet; thence Southerly around said curve an arc distance of 132.462 feet (said arc being subtended by a chord having a bearing of South $19^{\circ}39'42''$ East and a length of 132.027 feet) to a point of curvature of a curve concave Westerly having a central angle of $20^{\circ}31'48''$ and a radius of 353.197 feet; thence Southerly around said curve an arc distance of 126.555 feet (said arc being subtended by a chord having a bearing of South $01^{\circ}21'19''$ East and a length of 125.879 feet) to the point of beginning, containing in all 0.882 Acres, subject, however, to all legal easements, rights-of-way and easements.

1-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. President Rexford C. Early Sec. - Treas.

Page 11 of 12 pages

77 55813

77 55868

77 55797

77 55862

77 55872

Job #377-366

PHASE II, SECTION 3

LEGAL DESCRIPTION

Land being part of the Northwest Quarter of Section 10, Township 15 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the northwest corner of the aforementioned Northwest Quarter section; thence South 00°13'32" West along the west line thereof a distance of 436.434 feet to the southerly line of Windridge Drive and the southerly line of Windridge, Phase I, Section 3 as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 77-36567; said point also being on a curve concave Southwesterly (this and the next six calls are on the southerly line of said Phase I, Section 3) having a central angle of 17°48'54" and a radius of 330.00 feet; thence Southeasterly along the curve an arc distance of 68.050 feet (said arc being subtended by a chord having a bearing of South 58°18'50" East and a length of 67.929 feet); thence South 52°24'23" East 411.10 feet to a point of curvature of a curve concave Northerly having a central angle of 67°42'37" and a radius of 206.226 feet; thence Southeasterly around said curve an arc distance of 87.075 feet (said arc being subtended by a chord having a bearing of South 64°30'10" East and a length of 86.429 feet) to the point of beginning of the legal estate described herein; continuing thence along the same curve and along the southerly line of said Phase I, Section 3, an arc distance of 156.636 feet (said arc being subtended by a chord having a bearing of North 81°38'33" East and a length of 152.898 feet); thence South 44°15'30" East from the last described point a distance of 53.294 feet to the point of curvature of a curve concave Northerly having a central angle of 26°30'00" and a radius of 179.874 feet; thence Southeasterly around the curve an arc distance of 83.194 feet (said arc being subtended by a chord having a bearing of South 57°30'30" East and a length of 81.54 feet); thence South 70°45'30" East tangent to the last described curve a distance of 66.98 feet to the southeast corner of the aforementioned Windridge, Phase I, Section 3; thence North 22°29'21" East along the easterly line of said Windridge, Phase I, Section 3, a distance of 20.03 feet; thence South 70°45'30" East a distance of 19.93 feet to a point of curvature of a curve concave Southerly having a central angle of 12°55'56" and a radius of 362.935 feet; thence Southeasterly around said curve an arc distance of 81.917 feet (said arc being subtended by a chord having a bearing of South 64°17'32" East and a length of 81.743 feet); thence South 57°49'34" East a distance of 8.77 feet to a point of curvature of a curve concave Northeasterly having a central angle of 12°40'42" and a radius of 10.058 feet; thence Southeasterly around said curve an arc distance of 77.461 feet (said arc being subtended by a chord having a bearing of South 64°09'56" East and a length of 77.303 feet); thence South 70°30'17" East a distance of 22.00 feet; thence South 19°29'43" West a distance of 20.00 feet; thence North 70°30'17" East a distance of 15.81 feet; thence South 39°32'44" West a distance of 20.86 feet to a point of curvature of a curve concave Northerly having a central angle of 11°38" and a radius of 97.380 feet; thence Southwesterly around said curve an arc distance of 83.610 feet (said arc being subtended by a chord having a bearing of South 84°08'33" West and a length of 81.065 feet); thence North 7° West a distance of 27.13 feet to a point of curvature of a curve concave Northerly having a central angle of 07°26'22" and a radius of 348.39 feet; thence Northwesterly around said curve an arc distance of 45.24 feet (said arc being subtended by a chord having a bearing of North 67°32'27" West and a length of 44.57 feet); thence North 63°49'16" West a distance of 44.57 feet; thence North 16°24'35" West a distance of 55.30 feet; thence South 16°30'45" West a distance of 50.25 feet; thence North 73°29'15" West a distance of 238.57 feet; thence North 16°30'45" East a distance of 87.52 feet; thence North 37°22'31" East a distance of 33.53 feet; thence North 13°24'05" East a distance of 9.92 feet to the point of beginning; containing in all 1.257 acres, more or less, however, to all legal highways, rights-of-way and easements.

77 55797

77 55868

77 55813

77 55862

77 55872

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65466, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65469, and as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given to secure an indebtedness in the principal sum of \$1,270,000.00.

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, as modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given as additional security for said indebtedness of \$1,270,000.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

77 55813

77 55860

77 55797

77 55862

77 55872

in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson
J. E. Johnson, Vice President

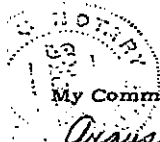


Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO by me known and known by me to be the Vice Presidents respectively of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.



Genevieve McCutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

77 55813

-2-

77 55868

77 55797

77 55862

77 55877

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of \$2,924,500.00.

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of \$2,924,500.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

77 55813

77 55868

77 55797

77 55862

77 55872

in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC

By: J. E. Johnson V. P.
J. E. Johnson, Vice President



Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)



Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO by me known and known by me to be the Vice Presidents and respectively of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve M. Cutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70029, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given to secure an indebtedness in the principal sum of \$2,505,000.00

Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given as additional security for said indebtedness of \$2,505,000.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights,

77 55866

77 55813

77 55862

77 55797

77 55872

shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. F. Johnson
J. F. JOHNSON, Vice President



Attest: Frank C. Pipillo
FRANK C. PIPILLO, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. F. JOHNSON and FRANK C. PIPILLO by me known and known by me to be Vice Presidents, ~~respective~~ ^{respective} of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve M. Cutcheon
Notary Public
Genevieve M. Cutcheon

My Commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

77 55860

77 55813

77 55797

77 55862
77 55872

77 55797 77 55862
77 55813 77 55868
 77 55872

CROSS REFERENCE

CROSS REFERENCE

FOURTH SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

This Fourth Supplemental Declaration, made this 15th day of August, 1977, by Robert V. Welch of Marion County, Indiana, hereinafter referred to as "Declarant".

Witness:

RECEIVED FOR RECORD
PRECIOUS BYRD
RECORDER-MARION CO.
AUG 26 10 30 AM '77

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on the 9th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-61531 on the 5th day of November, 1975; Instrument No. 75-64356 on the 17th day of November, 1975; and, Instrument Nos. 76-24932 and 76-32522 on the 7th day of May, 1976, and the 8th day of June, 1976; and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45969, 76-45970, and 76-45971 on the 3rd day of August, 1976; and amended by the Second Supplemental Declaration duly recorded with the said Recorder under Instrument No. 76-52433 on the 31st day of August, 1976; and amended by the Third Supplemental Declaration duly recorded with said Recorder under Instrument No. 77-36567 on the 17th day of June, 1977; respectively, reference to which is hereby made; and,

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate (being part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title thereto) to the provisions of the Act as defined in The Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out:

Phase VI, Section 2, as set out in Exhibit "2"; Phase VII, Section 2, as set out in Exhibit "3"; Phase VIII, Section 2, as set out in Exhibit "4"; Phase II, Section 3, as set out in Exhibit "5"; Phase I, Section 1, as set out in Exhibit "1", attached hereto and made a part hereof as though fully set out herein.

Whereas, said Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3 constitutes an integral portion of the Additional Tract, as anticipated in the said Section 16 of the said original Declaration, as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration; and, that the several conditions for annexation contained therein have been met and Declarant, by his execution of this Supplemental Declaration, hereby incorporates the said Phases into Windridge Horizontal Property Regime.

Now, Therefore, Declarant makes this Supplemental Declaration as follows:

1. **Definitions.** The Definitions used in the original Declaration shall be applicable to said Phases, and this Supplemental Declaration, provided, however, the said Phases shall for all purposes now be included as a Phase or Phases as defined in said original Declaration, and the definition of Plans in the original Declaration, where appropriate, will now include the Plans defined herein at section 3.

~~77 55863~~
77 55872 77 55868
77 55797 77 55862
77 55813

2. Declaration. Declarant hereby expressly declares that said Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3; and all appurtenant easements, and all Dwelling Units, buildings, improvements and property of any kind and nature whatsoever located thereon, shall be annexed to and become part of Windridge Horizontal Property Regime as if it had been included in the original Declaration and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the original Declaration, the amendments thereto, the Act, the By-Laws, as amended, and the rules and regulations as adopted by the Board of Managers, as each may be further amended from time to time, the original Declaration, and Amendments thereto, being incorporated herein and made part hereof by reference. Said Phases shall hereafter and for all purposes be included in the definition of "Tract" as defined in the original Declaration.

3. Plans. The Plans for the buildings, Dwelling Units and other improvements constituting Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3; certified to be true and correct representations of the boundaries of said Phases and the building layout and location, building dimensions, building addresses, building numbers, Dwelling Unit designations, parking areas, Common Areas, Limited Areas and Garages and Storage Areas, by Sol C. Miller, Registered Land Surveyor and Architect, under date of July 21, 1977 for Phase I, Section 1; July 19, 1977 for Phase VI, Section 2; and July 18, 1977 for Phase II, Section 3, Phase VII, Section 2 and Phase VIII, Section 2, have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. as of Aug 26, 1977, as Instrument No. 77-55797 77-55813 and are incorporated herein by reference. 77-55862, 77-55868 and 77-55872

4. Description of Dwelling Units. There are two (2) Dwelling Units in Phase I, Section 1, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 35 and number 36; there are three (3) Dwelling Units in Phase VI, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 14, number 15 and number 16; there are ten (10) Dwelling Units in Phase VII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 251, number 252, number 253, number 254, number 255, number 256, number 257, number 258, number 259 and number 260; there are six (6) Dwelling Units Phase VIII, Section 2, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 42, number 43, number 44, number 45, number 46 and number 47; there are five (5) Dwelling Units in Phase II, Section 3, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 151, number 152, number 153, number 154 and number 155.

5. Percentage Interest. The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phase I, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2 and Phases I and II of Section 3 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof, and Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule, subject to the rights of the mortgagee, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

Pursuant to the rights of Declarant contained in Paragraph 16 of the original Declaration, and additional rights contained in said Declaration, the Percentage Interest appurtenant to each Dwelling Unit, is now readjusted as to all Dwelling Units as set out in said Schedule I.

The attached scheduled Percentage Interest in the Common Areas are calculated on the basis set forth in Paragraph 16 of the original Declaration and this reallocation is accomplished as follows:

- (a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divest them of that portion of their unit's share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the percentage interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (b) Declarant, to the extent necessary, hereby exercises all powers of attorney granted to him and powers of appointment reserved by him and hereby grants, conveys and sets over to each owner of each existing Dwelling Unit that share in the Common Areas and Limited Areas which is necessary to attain for each existing Unit the share in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (c) Any other means supportable in law or equity on the basis of the Declaration, the deeds issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Declaration and the prior amendments thereto, as hereinbefore set out, the Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Executed the day and year first above written.


Robert V. Welch

Page 3 of 12 pages

77 55813

77 55868

77 55872

77 55862

77 55797

ACKNOWLEDGEMENT

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said County and State, personally appeared Robert V. Welch, who acknowledged the execution of the within the foregoing "Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 15th day of August, 1977.

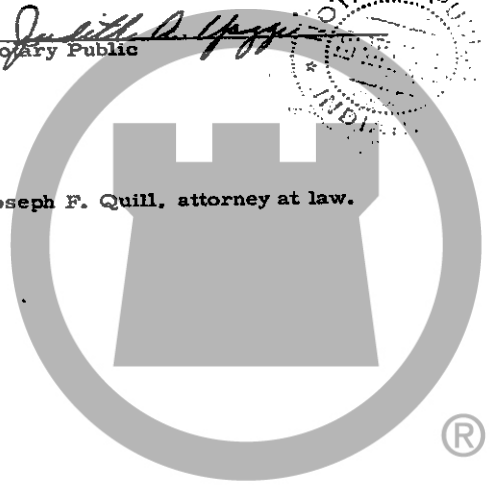
Joseph F. Quill
Notary Public



My Commission expires:

May 3, 1980

This instrument prepared by Joseph F. Quill, attorney at law.



CHICAGO TITLE

77 55813

77 55797 77 55868

77 55862

77 55872

SCHEDULE I

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit *	Formula Square Footage	Percentage Interest
Phase I, Section 1			
35	2,739.80	2,119.90	1.73
36	2,739.80	2,119.90	1.73
Phase I, Section 2			
52	2,078.00	1,789.00	1.46
53	2,395.39	1,947.70	1.59
54	1,988.85	1,741.64	1.42
55	1,987.80	1,740.85	1.42
56	2,759.21	2,129.61	1.74
57	2,276.01	1,888.01	1.54
58	2,950.59	2,225.30	1.81
59	2,895.46	2,197.73	1.79
60	2,086.44	1,793.22	1.46
65	2,321.73	1,910.87	1.56
66	2,128.16	1,814.08	1.48
67	2,148.67	1,824.34	1.49
68	2,477.05	1,988.53	1.62
Phase I, Section 3			
189	2,342.50	1,921.25	1.57
Phase II, Section 2			
61	2,138.42	1,819.21	1.48
62	2,131.52	1,815.76	1.48
63	2,667.55	2,083.78	1.70
64	2,323.61	1,911.81	1.56
Phase II, Section 3			
151	2,401.84	1,950.92	1.59
152	2,371.30	1,935.50	1.58
153	3,207.00	2,353.50	1.92
154	3,331.70	2,415.85	1.97
155	4,525.57	3,012.79	2.46
Phase III, Section 2			
1	2,326.39	1,913.20	1.56
2	2,154.56	1,827.28	1.49
3	2,186.48	1,843.24	1.50
69	2,467.14	1,983.57	1.62
9	2,315.16	1,907.58	1.56
10	2,144.24	1,822.12	1.49
11	2,153.51	1,826.76	1.49
12	2,562.41	2,031.21	1.66
13	2,147.93	1,823.97	1.49

77 55813

77 55868

77 55797

77 55872 · 77 55862

SCHEDULE I

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit *	Formula Square Footage	Percentage Interest
Phase I, Section 1			
35	2,739.80	2,119.90	1.73
36	2,739.80	2,119.90	1.73
Phase I, Section 2			
52	2,078.00	1,789.00	1.46
53	2,395.39	1,947.70	1.59
54	1,988.85	1,741.64	1.42
55	1,987.80	1,740.85	1.42
56	2,759.21	2,129.61	1.74
57	2,276.01	1,888.01	1.54
58	2,950.59	2,225.30	1.81
59	2,895.46	2,197.73	1.79
60	2,086.44	1,793.22	1.46
65	2,321.73	1,910.87	1.56
66	2,128.16	1,814.08	1.48
67	2,148.67	1,824.34	1.49
68	2,477.05	1,988.53	1.62
Phase I, Section 3			
199	2,342.50	1,921.25	1.57
Phase II, Section 2			
61	2,138.42	1,819.21	1.48
62	2,131.52	1,815.76	1.48
63	2,667.55	2,083.78	1.70
64	2,323.61	1,911.81	1.56
Phase II, Section 3			
151	2,401.84	1,950.92	1.59
152	2,371.30	1,935.50	1.58
153	3,207.00	2,353.50	1.92
154	3,331.70	2,415.85	1.97
155	4,525.57	3,012.79	2.46
Phase III, Section 2			
1	2,326.39	1,913.20	1.56
2	2,154.56	1,827.28	1.49
3	2,186.48	1,843.24	1.50
69	2,467.14	1,983.57	1.62
9	2,315.16	1,907.58	1.56
10	2,144.24	1,822.12	1.49
11	2,153.51	1,826.76	1.49
12	2,562.41	2,031.21	1.66
13	2,147.93	1,823.97	1.49

77 55813

77 55868

77 55797

77 55872 · 77 55862

SCHEDULE I

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit *	Formula Square Footage	Percentage Interest
Phase IV, Section 2			
70	3,197.53	2,348.77	1.91
71	3,003.43	2,251.72	1.84
72	3,787.70	2,643.85	2.16
73	2,996.17	2,248.09	1.83
74	2,213.73	1,856.87	1.51
75	3,173.18	2,336.59	1.91
Phase V, Section 2			
48	2,323.84	1,911.92	1.56
49	2,043.29	1,771.65	1.44
50	2,299.52	1,899.76	1.55
51	2,411.54	1,955.77	1.59
Phase VI, Section 2			
14	2,531.28	2,015.64	1.64
15	1,855.98	1,641.99	1.34
16	1,900.03	1,675.02	1.37
Phase VII, Section 2			
251	1,773.97	1,580.48	1.29
252	1,730.77	1,548.08	1.26
253	1,730.77	1,548.08	1.26
254	1,730.77	1,548.08	1.26
255	1,730.77	1,548.08	1.26
256	1,730.77	1,548.08	1.26
257	1,773.97	1,580.48	1.29
258	1,730.77	1,548.08	1.26
259	1,730.77	1,548.08	1.26
260	1,730.77	1,548.08	1.26
Phase VIII, Section 2			
42	2,338.09	1,818.05	1.56
43	3,062.06	2,281.03	1.86
44	3,592.16	2,548.08	2.08
45	3,093.70	2,298.85	1.87
46	2,674.00	2,087.00	1.70
47	2,442.16	1,971.08	1.61
TOTALS		122,634.31	100.00

* Square Footage certified by Mid-States Engineering, Indianapolis, Indiana

77 55813

77 55868

77 55797

77 55862

77 55872

JOB #377-365

WINDRIDGE, PHASE I, SECTION 1

LEGAL DESCRIPTION

Land being part of the Northeast Quarter of Section 9, Township 16 North, Range 4 East and part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter of said Section 10, Township 16 North, Range 4 East; thence South 89°06'13" East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson Way (as per Project U.S. 467 (1) FY 1960); the following three calls are along said Easterly R/W line; thence North 16°02'58" West a distance of 161.54 feet; thence North 26°50'43" West a distance of 27.07 feet to the point of beginning of the real estate described herein; said point also being on the Southerly R/W line of Hawks Point Road; continuing thence North 26°50'43" West along said Easterly R/W line a distance of 25.00 feet to a point on the Northerly R/W line of Hawks Point Road; said point also on a curvature of a curve concave Southerly having a central angle of 38°50'43" and a radius of 212.706 feet (the following three calls are on the Northerly R/W line of said Hawks Point Road); thence Easterly around said curve an arc distance of 144.21 feet (said arc being subtended by a chord having a bearing of North 82°34'39" East and a length of 141.463 feet); thence South 78°00'00" East tangent to the last described curve a distance of 203.00 feet to a point of curvature of a curve concave Northerly having a central angle of 06°55'17" and a radius of 691.380 feet; thence Easterly around said curve an arc distance of 83.52 feet (said arc being subtended by a chord having a bearing of South 81°27'39" East and a length of 83.467 feet); thence South 00°53'47" West a distance of 170.88 feet to a point on the South line of said Northwest quarter, Section 10, Township 16 North, Range 4 East; said point also being on the North line of Laurel Hall "Amended" Subdivision as recorded in the Office of the Recorder of Marion County, Indiana, in Plat Book 30, pages 1 and 2; thence North 89°06'13" West along the South line thereof and the North line of said Laurel Hall "Amended" Subdivision a distance of 224.00 feet; thence North 00°53'47" East a distance of 184.23 feet to a point on the Southerly line of the aforementioned Hawks Point Road; the following two calls are on said Southerly R/W line; thence North 78°00'00" West a distance of 63.94 feet to a point of curvature of a curve concave Southeasterly having a central angle of 38°50'43" and a radius of 187.706 feet; thence Westerly around said curve an arc distance of 127.26 feet (said arc being subtended by a chord having a bearing of South 82°34'37" West and a length of 124.84 feet) to the point of beginning, containing in all 1.082 acres. Subject, however, to all legal highways, rights-of-way and easements.

CHICAGO TITLE

Page 7 of 12 pages

77 55797

77 55868

77 55813

77 55800

77 55872

JOB #377-365

WINDRIDGE, PHASE I, SECTION 1
LEGAL DESCRIPTION

Land being part of the Northeast Quarter of Section 9, Township 16 North, Range 4 East and part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter of said Section 10, Township 16 North, Range 4 East; thence South $89^{\circ}06'13''$ East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson Way (as per Project U.S. 467 (1) FY 1960); the following three calls are along said Easterly R/W line; thence North $16^{\circ}02'58''$ West a distance of 161.54 feet; thence North $26^{\circ}50'43''$ West a distance of 27.07 feet to the point of beginning of the real estate described herein; said point also being on the Southerly R/W line of Hawks Point Road; continuing thence North $26^{\circ}50'43''$ West along said Easterly R/W line a distance of 25.00 feet to a point on the Northerly R/W line of Hawks Point Road; said point also on a curvature of a curve concave Southerly having a central angle of $38^{\circ}50'43''$ and a radius of 212.706 feet (the following three calls are on the Northerly R/W line of said Hawks Point Road); thence Easterly around said curve an arc distance of 144.21 feet (said arc being subtended by a chord having a bearing of North $82^{\circ}34'39''$ East and a length of 141.463 feet); thence South $78^{\circ}00'00''$ East tangent to the last described curve a distance of 203.00 feet to a point of curvature of a curve concave Northerly having a central angle of $06^{\circ}55'17''$ and a radius of 691.380 feet; thence Easterly around said curve an arc distance of 83.52 feet (said arc being subtended by a chord having a bearing of South $81^{\circ}27'39''$ East and a length of 83.467 feet); thence South $00^{\circ}53'47''$ West a distance of 170.88 feet to a point on the South line of said Northwest quarter, Section 10, Township 16 North, Range 4 East; said point also being on the North line of Laurel Hall "Amended" Subdivision as recorded in the Office of the Recorder of Marion County, Indiana, in Plat Book 30, pages 1 and 2; thence North $89^{\circ}06'13''$ West along the South line thereof and the North line of said Laurel Hall "Amended" Subdivision a distance of 224.00 feet; thence North $00^{\circ}53'47''$ East a distance of 184.23 feet to a point on the Southerly line of the aforementioned Hawks Point Road; the following two calls are on said Southerly R/W line; thence North $78^{\circ}00'00''$ West a distance of 63.94 feet to a point of curvature of a curve concave Southeasterly having a central angle of $38^{\circ}50'43''$ and a radius of 187.706 feet; thence Westerly around said curve an arc distance of 127.26 feet (said arc being subtended by a chord having a bearing of South $82^{\circ}34'37''$ West and a length of 124.84 feet) to the point of beginning, containing in all 1.082 acres. Subject, however, to all legal highways, rights-of-way and easements.

CHICAGO TITLE

Page 7 of 12 pages

77 55797

77 55868

77 55813

77 55807

77 55872

LEGAL DESCRIPTION

WINDRIDGE, PHASE VI, SECTION 2

Land being part of the Northeast quarter of Section 9, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the most southerly point of Windridge, Phase III, Section 2 as recorded in the Office of the Recorder of Marion County, Indiana, by Instrument #76-45970 (said point also being on the Easterly right-of-way line for Emerson Way as per I.S.H.C. Project U.S. 467(1) FY 1960); the next two calls being along the Easterly line of said Windridge, Phase III, Section 2; thence North 29°34'09" East a distance of 132.289 feet; thence North 11°01'27" East a distance of 24.739 feet; thence South 56°29'56" East a distance of 42.157 feet to the point of beginning of the real estate described herein; thence North 33°30'34" East a distance of 91.830 feet; thence North 38°42'26" East a distance of 24.879 feet to a point on the South line of Whisperwood Lane and the Southerly line of aforementioned Windridge, Phase III, Section 2; said point also being on a curvature of a curve concave Southwesterly having a central angle of 28°07'07" and a radius of 240.823 feet; thence Easterly around the curve and the Southerly line of said Windridge, Phase III, Section 2 and Whisperwood Lane an arc distance of 118.187 feet (said arc being subtended by a chord having a bearing of South 65°21'07" East and a length of 117.005 feet); thence South 10°35'19" West from the last described curve a distance of 46.470 feet; thence South 33°30'34" West a distance of 91.830 feet; thence North 56°29'26" West a distance of 135.960 feet to the point of beginning; containing in all 0.373 Acres, subject, however, to all legal highways, rights-of-way and easements.

®

CHICAGO TITLE

Mid-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Soi C. Miller, P.E., L.S. President Rexford C. Early Sec. - Treas.

Page 8 of 12 pages

77 55813

77 55810

77 55868,

77 55797

77 55862

77 55872

PHASE VII, SECTION 2

LEGAL DESCRIPTION

Land being part of the Northeast quarter of Section 9, Township 16 North, Range 4 East and part of the Northwest quarter of Section 10, Township 16 North, Range 4 East; both in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter of said Section 10, Township 16 North, Range 4 East; thence South $89^{\circ}06'13''$ East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson Way (as per Project U.S. 467 (1) FY 1960); the following four calls are along said Easterly R/W line; thence North $16^{\circ}02'59''$ West a distance of 161.537 feet; thence North $26^{\circ}50'44''$ West a distance of 123.886 feet to the point of beginning of the real estate described herein; continuing thence North $26^{\circ}50'43''$ West along said R/W a distance of 38.185 feet; thence North $40^{\circ}21'29''$ West a distance of 163.246 feet; thence North $36^{\circ}07'45''$ East a distance of 64.153 feet; thence North $52^{\circ}19'35''$ East a distance of 92.528 feet; thence North $69^{\circ}05'32''$ East a distance of 70.783 feet to a point on the Westerly R/W line of Whisperwood Lane and also the Westerly line of Windridge - Phase V, Section 2 as recorded in the Office of the Recorder of Marion County, Indiana by Instrument No. 76-52433, said point also being on a curvature of a curve concave Northeastly having a central angle of $06^{\circ}47'41''$ and a radius of 226.981 feet; the following three (3) calls are along the Westerly and Southerly line of the aforementioned Windridge, Phase V, Section 2; thence Southeasterly around said curve an arc distance of 26.918 feet (said arc being subtended by a chord having a bearing of South $24^{\circ}18'16''$ East and a length of 26.902 feet); thence South $27^{\circ}42'09''$ East tangent to the last described curve a distance of 28.352 feet to the Southwest corner of said Windridge, Phase V, Section 2; thence North $62^{\circ}17'51''$ East a distance of 24.000 feet to a point on the Easterly R/W line of Whisperwood Lane; the next three (3) calls are on said Easterly line; thence South $27^{\circ}42'09''$ East a distance of 55.708 feet to a point of curvature of a curve concave Southwesterly having a central angle of $16^{\circ}04'55''$ and a radius of 471.928 feet; thence Southerly around said curve an arc distance of 132.462 feet (said arc being subtended by a chord having a bearing of South $19^{\circ}39'42''$ East and a length of 132.027

Mid-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. President Rarford C. Early Sec. - Treas.

Page 9 of 12 pages

77 55810

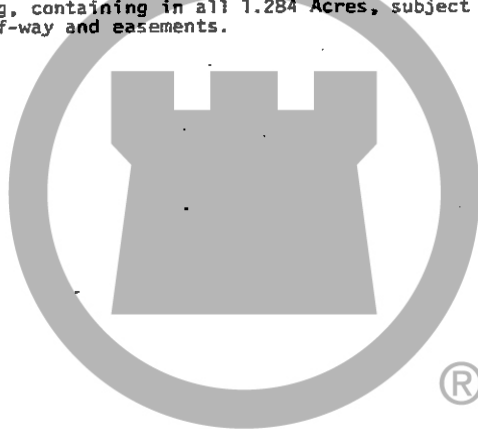
77 55868

77 55797

77 55862

77 55872

feet) to a point of curvature of a curve concave Westerly having a central angle of 20°31'48" and a radius of 353.197 feet; thence Southerly around said curve an arc distance of 126.555 feet (said arc being subtended by a chord having a bearing of South 01°21'19" East and a length of 125.879 feet) to a point on the Northerly line of Hawks Point Road; thence North 78°00'00" West along said Northerly R/W line a distance of 0.328 feet to a point of curvature of a curve concave Southwesterly having a central angle of 06°22'48" and a radius of 212.705 feet; thence Northwesterly around said curve and along said Northerly R/W line an arc distance of 23.685 feet to a point on the Westerly R/W line of Whisperwood Lane; said point also being the point of curvature of a curve concave Westerly having a central angle of 12°41'50" and a radius of 329.197 feet; thence Northerly around said curve and along the Westerly line of Whisperwood Lane an arc distance of 72.952 feet (said arc being subtended by a chord having a bearing of North 02°33'54" East and a length of 72.803 feet; thence South 78°40'31" West a distance of 155.602 feet to the point of beginning, containing in all 1.284 Acres, subject however, to all legal highways, rights-of-way and easements.



CHICAGO TITLE

Page 10 of 12 pages

77 55868

77 55797

77 55862

77 55872

PHASE VIII, SECTION 2

LEGAL DESCRIPTION

Land being part of the Northwest quarter of Section 10, Township 15 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the Southwest corner of the aforementioned Northwest quarter of said Section 10, Township 15 North, Range 4 East; thence South $89^{\circ}06'13''$ East along the South line thereof a distance of 44.97 feet to a point on the Easterly R/W line for Emerson Way (as per Project U.S. 467- (1) FY 1960); the following two calls are along said Easterly R/W line; thence North $16^{\circ}02'58''$ West a distance of 161.537 feet; thence North $26^{\circ}50'43''$ West a distance of 52.071 feet to a point on the Northerly R/W line of Hawks Point Road; said point also on a curvature of a curve concave Southerly having a central angle of $38^{\circ}50'43''$ and a radius of 212.706 feet (the following three calls are on the Northerly R/W line of said Hawks Point Road); thence Easterly around said curve an arc distance of 144.209 feet (said arc being subtended by a chord having a bearing of North $82^{\circ}34'39''$ East and a length of 131.463 feet) thence South $78^{\circ}00'00''$ East tangent to the last described curve a distance of 0.328 feet to the point of beginning of the real estate described herein; continuing South $78^{\circ}00'00''$ East along said Northerly line a distance of 100.758 feet; thence North $12^{\circ}00'00''$ East a distance of 63.984 feet; thence North $16^{\circ}59'57''$ East a distance of 18.127 feet; thence North $09^{\circ}38'51''$ West a distance of 112.864 feet; thence North $01^{\circ}41'19''$ West a distance of 45.741 feet; thence North $21^{\circ}24'48''$ West a distance of 123.921 feet to a point that is North $75^{\circ}46'19''$ East and a distance of 9.24 feet from the Southeast corner of Windridge, Phase V, Section 2, as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 76-52433; thence South $75^{\circ}46'19''$ East along the Southerly line extended and the Southerly line of said Windridge, Phase V, Section 2 a distance of 129.237 feet to a point on the Easterly R/W line of Whisperwood Lane; the next three calls are on said Easterly line; thence South $27^{\circ}42'09''$ East a distance of 55.708 feet to a point of curvature of a curve concave Southwesterly having a central angle of $16^{\circ}04'55''$ and a radius of 471.928 feet; thence Southerly around said curve an arc distance of 132.462 feet (said arc being subtended by a chord having a bearing of South $19^{\circ}39'42''$ East and a length of 132.027 feet) to a point of curvature of a curve concave Westerly having a central angle of $20^{\circ}31'48''$ and a radius of 353.197 feet; thence Southerly around said curve an arc distance of 126.555 feet (said arc being subtended by a chord having a bearing of South $01^{\circ}21'19''$ East and a length of 125.879 feet) to the point of beginning, containing in all 0.882 Acres, subject, however, to all legal highways, rights-of-way and easements.

Mid-States Engineering Co., Inc. 107 N. Pennsylvania St. Indianapolis, IN 46204 (317) 634-6235
Consulting Engineers, Land Surveyors, Photogrammetrists

Sol C. Miller, P.E., L.S. President Renard C. Early Sec. - Treas.

Page 11 of 12 pages

77 55813

77 55868

77 55797

77 55862

77 55872

Job #377-366

PHASE II, SECTION 3

LEGAL DESCRIPTION

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the northwest corner of the aforementioned Northwest Quarter Section; thence South $00^{\circ}13'32''$ West along the west line thereof a distance of 1436.434 feet to the southerly line of Windridge Drive and the southerly line of Windridge, Phase I, Section 3 as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 77-36567; said point also being on a curve concave Southwesterly (this and the next six calls are on the southerly line of said Phase I, Section 3) having a central angle of $11^{\circ}48'54''$ and a radius of 330.00 feet; thence Southeasterly along the curve an arc distance of 68.050 feet (said arc being subtended by a chord having a bearing of South $58^{\circ}18'50''$ East and a length of 67.929 feet); thence South $52^{\circ}24'23''$ East 411.10 feet to a point of curvature of a curve concave Northerly having a central angle of $67^{\circ}42'37''$ and a radius of 206.226 feet; thence Southeasterly around said curve an arc distance of 87.075 feet (said arc being subtended by a chord having a bearing of South $64^{\circ}30'10''$ East and a length of 86.429 feet) to the point of beginning of the real estate described herein; continuing thence along the same curve and along the southerly line of said Phase I, Section 3, an arc distance of 156.636 feet (said arc being subtended by a chord having a bearing of North $81^{\circ}38'33''$ East and a length of 152.898 feet); thence South $44^{\circ}15'30''$ East from the last described curve a distance of 53.294 feet to the point of curvature of a curve concave Northeasterly having a central angle of $26^{\circ}30'00''$ and a radius of 179.874 feet; thence Southeasterly around the curve an arc distance of 83.194 feet (said arc being subtended by a chord having a bearing of South $57^{\circ}30'30''$ East and a length of 82.454 feet); thence South $70^{\circ}45'30''$ East tangent to the last described curve a distance of 66.98 feet to the southeast corner of the aforementioned Windridge, Phase I, Section 3; thence North $22^{\circ}29'21''$ East along the easterly line of said Windridge, Phase I, Section 3, a distance of 20.03 feet; thence South $70^{\circ}45'30''$ East a distance of 19.93 feet to a point of curvature of a curve concave Southwesterly having a central angle of $12^{\circ}55'56''$ and a radius of 362.935 feet; thence Southeasterly around said curve an arc distance of 81.917 feet (said arc being subtended by a chord having a bearing of South $64^{\circ}17'32''$ East and a length of 81.743 feet); thence South $57^{\circ}49'34''$ East a distance of 8.77 feet to a point of curvature of a curve concave Northeasterly having a central angle of $12^{\circ}40'42''$ and a radius of 350.058 feet; thence Southeasterly around said curve an arc distance of 77.461 feet (said arc being subtended by a chord having a bearing of South $64^{\circ}09'56''$ East and a length of 77.303 feet); thence South $70^{\circ}30'17''$ East a distance of 22.00 feet; thence South $19^{\circ}29'43''$ West a distance of 20.00 feet; thence North $70^{\circ}30'17''$ West a distance of 15.81 feet; thence South $59^{\circ}32'44''$ West a distance of 20.86 feet to a point of curvature of a curve concave Northerly having a central angle of $49^{\circ}11'38''$ and a radius of 97.380 feet; thence Southwesterly around said curve an arc distance of 83.610 feet (said arc being subtended by a chord having a bearing of South $84^{\circ}08'33''$ West and a length of 81.065 feet); thence North $71^{\circ}15'37''$ West a distance of 27.13 feet to a point of curvature of a curve concave Northeasterly having a central angle of $07^{\circ}26'22''$ and a radius of 348.39 feet; thence Northwesterly around said curve an arc distance of 45.24 feet (said arc being subtended by a chord having a bearing of North $67^{\circ}32'27''$ West and a length of 45.21 feet); thence North $63^{\circ}49'16''$ West a distance of 44.57 feet; thence South $88^{\circ}24'35''$ West a distance of 55.30 feet; thence South $16^{\circ}30'45''$ West a distance of 50.25 feet; thence North $73^{\circ}29'15''$ West a distance of 238.57 feet; thence North $16^{\circ}30'45''$ East a distance of 87.52 feet; thence North $37^{\circ}22'31''$ West a distance of 33.53 feet; thence North $13^{\circ}24'05''$ East a distance of 9.92 feet to the point of beginning; containing in all 1.257 acres, more or less. Subject, however, to all legal highways, rights-of-way and easements.

77 55797

77 55868

77 55813

77 55862

77 55872

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65466, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65469, and as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given to secure an indebtedness in the principal sum of \$1,270,000.00.

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, as modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given as additional security for said indebtedness of \$1,270,000.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

77 55813

77 55860

77 55797

77 55862

77 55872

in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson
J. E. Johnson, Vice President

Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

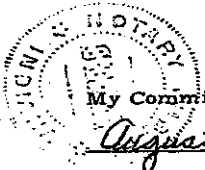


State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO by me known and known by me to be ~~xxx~~ Vice Presidents, ~~respectively~~ of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgage for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgage with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgage this 24th day of August, 1977.

Genevieve M. Cutcheon
Notary Public
Genevieve McCutcheon



My Commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

77 55813

-2-

77 55868

77 55797

77 55862

77 55872

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-82644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of \$2,924,500.00.

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-82644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of \$2,924,500.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined

77 55813

77 55868

77 55797

77 55862

77 55872

in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson V.P.
J. E. Johnson, Vice President

Attest: Frank C. Pirillo
Frank C. Pirillo, Vice President

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. JOHNSON and FRANK C. PIRILLO by me known and known by me to be ~~the~~ Vice Presidents ~~and~~ respectively of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgage for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgage with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgage this 24th day of August, 1977.

Genevieve M. Cutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

-2-

77 55813

77 55868

77 55797

77 55862

77 55872

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third and Fourth Supplemental Declaration thereto, said Tract being as expanded by said Fourth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70029, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given to secure an indebtedness in the principal sum of \$2,505,000.00

Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, given as additional security for said indebtedness of \$2,505,000.00;

hereby consents to the recording of the above and foregoing Fourth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase I, Section 1; Phase VI, Section 2; Phase VII, Section 2; Phase VIII, Section 2; Phase II, Section 3, as defined in said Fourth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fourth Supplemental Declaration, and the assignment of lease rights,

77 55868

77 55813

77 55862

77 55797

77 55872

shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 24th day of August, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. F. Johnson, Vice President

Attest: Frank C. Pirillo, Vice President



State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. F. JOHNSON and FRANK C. PIRILLO by me known and known by me to be the Vice Presidents ~~and~~ respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 24th day of August, 1977.

Genevieve M. Cutcheon
Notary Public
Genevieve McCutcheon

My Commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

77 55860

77 55813

77 55797

77 55862
77 55872

77.79153

77.79152

77.79154

NOV 23 4 16 PM '77

77.79152

FIFTH SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

This Fifth Supplemental Declaration, made this 7th day of November, 1977, by Robert V. Welch of Marion County, Indiana, hereinafter referred to as "Declarant",

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on the 9th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-81531 on the 5th day of November, 1975; Instrument No. 75-84358 on the 17th day of November, 1975; and, Instrument Nos. 78-24832 and 78-32522 on the 7th day of May, 1976, and the 8th day of June, 1976; and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45969, 76-45970, and 76-45971 on the 3rd day of August, 1976, and amended by the Second Supplemental Declaration duly recorded with the said Recorder under Instrument No. 76-52433 on the 31st day of August, 1976; and amended by the Third Supplemental Declaration duly recorded with said Recorder under Instrument No. 77-36587 on the 17th day of June, 1977; and amended by the Fourth Supplemental Declaration duly recorded with said Recorder under Instrument Nos. 77-55797, 77-55813, 77-55862, 77-55868 and 77-55872 on the 26th day of August, 1977; respectively, reference to which is hereby made; and,

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate (being part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title thereto) to the provisions of the Act as defined in The Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out:

Phase IV, Section 3, as set out in Exhibit "1"; Phase I, Section 4, as set out in Exhibit "2"; Phase II, Section 4, as set out in Exhibit "3", attached hereto and made a part hereof as though fully set out herein.

Whereas, said Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4 constitutes an integral portion of the Additional Tract, as anticipated in the said Section 16 of the said original Declaration, as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration; and, that the several conditions for annexation contained therein have been met and Declarant, by his execution of this Supplemental Declaration, hereby incorporates the said Phases into Windridge Horizontal Property Regime.

Now, Therefore, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The Definitions used in the original Declaration shall be applicable to said Phases, and this Supplemental Declaration, provided, however, the said Phases shall for all purposes now be included as a Phase or Phases as defined in said original Declaration, and the definition of Plans in the original Declaration, where appropriate, will now include the Plans defined herein at Section 3.

RECEIVED FOR RECORD
PRECIOUS BYRD
RECORDER-MARION CO
NOV 23 4 16 PM '77

77.79154
77.79153

77.79152

8916

2. **Declaration.** Declarant hereby expressly declares that said Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4; and all appurtenant easements, and all Dwelling Units, buildings, improvements and property of any kind and nature whatsoever located thereon, shall be annexed to and become part of Windridge Horizontal Property Regime as if it had been included in the original Declaration and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the original Declaration, the amendments thereto, the Act, the By-Laws, as amended, and the rules and regulations as adopted by the Board of Managers, as each may be further amended from time to time, the original Declaration, and Amendments thereto, being incorporated herein and made part hereof by reference. Said Phases shall hereafter and for all purposes be included in the definition of "Tract" as defined in the original Declaration.

3. **Plans.** The Plans for the buildings, Dwelling Units and other improvements constituting Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4; certified to be true and correct representations of the boundaries of said Phases and the building layout and location, building dimensions, building addresses, building numbers, Dwelling Unit designations, parking areas, Common Areas, Limited Areas and Garages and Storage Areas, by Sol C. Miller, Registered Land Surveyor and Architect, under date of October 25, 1977 for Phase IV, Section 3; for Phase I, Section 4; and for Phase II, Section 4, have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. _____ as of November 22, 1977, as Instrument No. 77-79152 - 79154, and are incorporated herein by reference.

4. **Description of Dwelling Units.** There is one (1) Dwelling Unit in Phase IV, Section 3, as shown on the Plans. The Dwelling Unit is identified and referred to in the Plans and this Declaration as Dwelling Unit number 197; there are seven (7) Dwelling Units in Phase I, Section 4, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 37, number 38, number 39, number 40, number 100, number 101, and number 102; there are nine (9) Dwelling Units in Phase II, Section 4, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 240, number 241, number 242, number 82, number 83, number 84, number 85, number 86, and number 188.

5. **Percentage Interest.** The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phase I, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2; and Phases I, II and IV of Section 3 and Phases I and II of Section 4 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof, and Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule, subject to the rights of the mortgagee, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedules I.

CHICAGO TITLE

77.79152

77.79153

77.79154

8 9 1 6

Pursuant to the rights of Declarant contained in Paragraph 16 of the original Declaration, and additional rights contained in said Declaration, the Percentage Interest appurtenant to each Dwelling Unit, is now readjusted as to all Dwelling Units as set out in said Schedule I.

The attached scheduled Percentage interest in the Common Areas are calculated on the basis set forth in Paragraph 16 of the original Declaration and this reallocation is accomplished as follows:

- (a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divest them of that portion of their unit's share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the percentage interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (b) Declarant, to the extent necessary, hereby exercises all powers of attorney granted to him and powers of appointment reserved by him and hereby grants, conveys and sets over to each owner of each existing Dwelling Unit that share in the Common Areas and Limited Areas which is necessary to attain for each existing Unit the share in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (c) Any other means supportable in law or equity on the basis of the Declaration, the deeds issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Executed the day and year first above written.


Robert V. Welch

77-79152

77-79153

77-79154

8 9 1 6

ACKNOWLEDGEMENT

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said County and State, personally appeared Robert V. Welch, who acknowledged the execution of the within and foregoing "Fifth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 22nd day of November, 1977.

A large, faint circular notary seal is centered on the page. It contains a stylized castle tower in the center. The name "Joseph F. Quill" is written in cursive across the top of the seal, and "Notary Public" is printed below it. A registered trademark symbol (®) is located to the right of the seal.
Joseph F. Quill
Notary Public

My Commission expires:

May 3, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

CHICAGO TITLE

77-79152

77-79153
77-79154

8 9 1 6 // // //

SCHEDULE 1

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit *	Formula Square Footage	Percentage Interest
Phase I, Section 1			
35	2,739.80	2,119.90	1.38
36	2,739.80	2,119.90	1.38
Phase I, Section 2			
52	2,078.00	1,709.00	1.16
53	2,395.39	1,947.70	1.26
54	1,888.85	1,741.64	1.13
55	1,987.80	1,740.85	1.13
56	2,759.21	2,129.61	1.38
57	2,276.01	1,888.01	1.23
58	2,950.59	2,225.30	1.45
59	2,895.48	2,197.73	1.43
60	2,086.44	1,793.32	1.17
65	2,321.73	1,910.87	1.24
66	2,128.16	1,814.08	1.18
67	2,148.67	1,824.34	1.19
68	2,477.05	1,988.53	1.29
Phase II, Section 2			
81	2,138.42	1,819.21	1.18
82	2,131.52	1,815.76	1.18
83	2,667.55	2,083.78	1.35
84	2,323.61	1,911.81	1.24
Phase III, Section 2			
1	2,326.39	1,913.20	1.24
2	2,154.56	1,827.28	1.19
3	2,186.48	1,843.24	1.20
69	2,467.14	1,983.57	1.29
9	2,315.16	1,907.58	1.24
10	2,144.24	1,822.12	1.18
11	2,153.51	1,826.76	1.19
12	2,562.41	2,031.21	1.32
13	2,147.93	1,823.97	1.19
Phase IV, Section 2			
70	3,197.53	2,348.77	1.53
71	3,003.43	2,251.72	1.46
72	3,787.70	2,643.85	1.72
73	2,996.17	2,248.09	1.46
74	2,213.73	1,856.87	1.21
75	3,173.18	2,336.59	1.52

77-79152
77-79153
77-79154

8 9 1 6 // // //

SCHEDULE I

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit *	Formula Square Footage	Percentage Interest
Phase V, Section 3			
48	2,323.34	1,911.92	1.24
49	2,043.29	1,771.65	1.15
50	2,299.32	1,899.76	1.23
51	2,411.54	1,955.77	1.27
Phase VI, Section 2			
14	2,531.28	2,015.64	1.31
15	1,855.98	1,641.99	1.07
16	1,900.03	1,875.02	1.09
Phase VII, Section 2			
251	1,773.97	1,580.48	1.03
252	1,730.77	1,548.08	1.01
253	1,730.77	1,548.08	1.01
254	1,730.77	1,548.08	1.01
255	1,730.77	1,548.08	1.01
256	1,773.97	1,580.48	1.03
257	1,730.77	1,548.08	1.01
258	1,730.77	1,548.08	1.01
259	1,730.77	1,548.08	1.01
260	1,730.77	1,548.08	1.01
Phase VIII, Section 2			
42	2,338.09	1,919.05	1.24
43	3,062.06	2,281.03	1.48
44	3,592.16	2,546.08	1.65
45	3,093.70	2,286.85	1.49
46	2,674.00	2,087.00	1.35
47	2,442.16	1,971.08	1.28
Phase I, Section 3			
109	2,342.50	1,921.25	1.25
Phase II, Section 3			
151	2,401.84	1,950.92	1.26
152	2,371.30	1,935.50	1.25
153	3,207.00	2,353.50	1.53
154	3,331.70	2,415.85	1.57
155	4,525.57	3,012.79	1.96
Phase IV, Section 3			
197	4,133.00	2,816.50	1.83

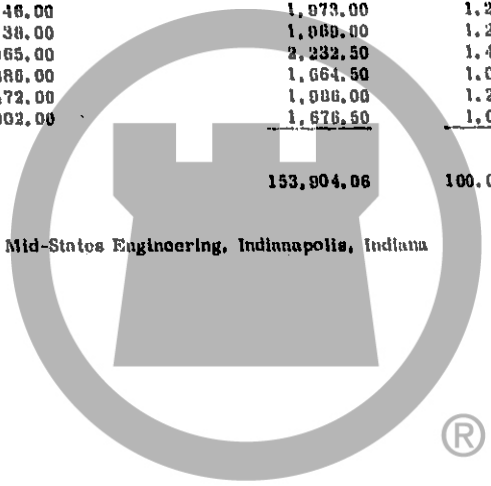
77-79152
77-79153
77-79154

8 9 1 6 // // //

SCHEDULE 1

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit	Formula Square Footage	Percentage Interest
Phase I, Section 4			
37	3,019.00	1,759.50	1.14
38	1,097.00	1,747.75	1.13
39	2,030.00	1,765.00	1.14
40	2,053.00	1,776.50	1.15
100	1,836.00	1,864.50	1.08
101	1,811.00	1,833.00	1.06
102	1,938.00	1,703.50	1.11
Phase II, Section 4			
340	1,849.00	1,636.75	1.06
241	1,833.00	1,621.75	1.08
243	1,854.00	1,640.50	1.07
82	2,448.00	1,873.00	1.28
83	2,438.00	1,888.00	1.28
84	2,965.00	2,232.50	1.45
85	1,888.00	1,664.50	1.08
86	2,472.00	1,888.00	1.29
198	1,902.00	1,676.50	1.09
TOTALS		153,804.06	100.00

* Square Footage certified by Mid-States Engineering, Indianapolis, Indiana



CHICAGO TITLE

77-79152

77-79153

77-79154

8 9 1 6

EXHIBIT "1"

WINDRIDGE

PHASE IV, SECTION 3

LEGAL DESCRIPTION

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the northeast corner of Windridge, Phase II, Section 3, as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 77-35813; the following five (5) calls are along the northerly line of Windridge Drive and the northerly line of said Phase II, Section 3; thence North $70^{\circ}30'16''$ West a distance of 22.00 feet to a point of curvature of a curve concave Northeasterly having a central angle of $05^{\circ}53'28''$ and a radius of 350.058 feet; thence Northwesterly around said curve an arc distance of 35.993 feet (said arc being subtended by chord having a bearing of North $67^{\circ}33'34''$ West and a length of 35.977 feet) to the point of beginning of the real estate described herein; said point also being on a curvature of a curve concave Northeasterly, having a central angle of $06^{\circ}47'14''$ and a radius of 350.058 feet; thence Northwesterly around said curve an arc distance of 41.467 feet (said arc being subtended by a chord having a bearing of North $61^{\circ}13'10''$ West and a length of 41.443 feet); continuing thence North $57^{\circ}49'36''$ West along said north line a distance of 8.77 feet to the point of curvature of a curve concave Southwesterly having a central angle of $10^{\circ}33'29''$ and a radius of 362.935 feet; thence Northwesterly around the curve an arc distance of 66.88 feet (said arc being subtended by a chord having a bearing of North $63^{\circ}05'18''$ West and a length of 66.78 feet); thence North $38^{\circ}07'42''$ East a distance of 72.44 feet; thence North $18^{\circ}37'42''$ East 53.33 feet; thence South $71^{\circ}22'18''$ East a distance of 72.00 feet; thence South $18^{\circ}37'42''$ West a distance of 62.00 feet; thence South $04^{\circ}52'29''$ West a distance of 80.89 feet to the point of beginning, containing in all 0.252 Acres, more or less. Subject, however, to all legal highways, rights-of-way and easements.

CHICAGO TITLE

77-79152

77-79153

77-79154

8916

EXHIBIT "2"

Job #377-394

LEGAL DESCRIPTION

WINDRIDGE PHASE I, SECTION 4

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Beginning at a point on the northeast corner of Windridge Phase I, Section 1 as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 77-55797; said point also being on a curvature of a curve concave Northerly having a central angle of $07^{\circ}35'12''$ and a radius of 691.380 feet; thence Easterly around said curve an arc distance of 91.547 feet (said arc being subtended by a chord having a bearing of South $88^{\circ}42'53''$ East and a length of 91.480 feet) to a point on the westerly right-of-way line of Fawn Hill Court (the next two calls are on said westerly right-of-way line); thence North $16^{\circ}39'25''$ West a distance of 119.376 feet to a point of curvature of a curve concave Northeasterly having a central angle of $05^{\circ}51'25''$ and a radius of 245.004 feet; thence Northwesterly around the curve an arc distance of 25.045 feet (said arc being subtended by a chord having a bearing of North $13^{\circ}43'46''$ West and a length of 25.034 feet); thence North $86^{\circ}39'14''$ West a distance of 108.471 feet; thence North $03^{\circ}20'46''$ East a distance of 166.000 feet; thence South $86^{\circ}39'14''$ East a distance of 135.868 feet to a point on the easterly right-of-way line of Fawn Hill Court; the next two calls are along said easterly right-of-way line; thence South $14^{\circ}43'03''$ West a distance of 62.795 feet to a point of curvature of a curve concave Easterly having a central angle of $17^{\circ}50'48''$ and a radius of 225.004 feet; thence Southerly around the curve an arc distance of 70.085 feet (said arc being subtended by a chord having a bearing of South $05^{\circ}47'40''$ West and a length of 69.802 feet); thence North $89^{\circ}20'43''$ East a distance of 129.755 feet; thence South $36^{\circ}31'54''$ East a distance of 24.683 feet; thence South $02^{\circ}11'48''$ West a distance of 139.309 feet to a point on the northerly line of Hawks Point Road; thence South $12^{\circ}07'20''$ East a distance of 25.000 feet to a point on the southerly line of Hawks Point Road, said point also on a curvature of a curve concave Northerly having a central angle of $17^{\circ}03'17''$ and a radius of 716.380 feet; thence Westerly around said curve along the Southerly line of Hawks Point Road an arc distance of 213.240 feet (said arc subtended by a chord having a bearing of South $86^{\circ}24'18''$ West and a length of 212.453 feet); thence North $00^{\circ}53'47''$ East from the last described curve a distance of 25.064 feet to the point of beginning, containing in all 1.386 Acres. Subject, however, to all legal highways, rights-of-way and easements.

CHICAGO TITLE

77-79152

77-79153

77-79154

8916

LEGAL DESCRIPTION

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the northeast corner of Windridge Phase I, Section 1 as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 77-55797; thence South $00^{\circ}53'47''$ West along the easterly line of said Phase I, Section 1 a distance of 25.064 feet to a point on the southerly line of Hawks Point Road; said point also being a point of curvature of a curve concave southerly having a central angle of $17^{\circ}03'17''$ and a radius of 716.380 feet; thence South-easterly around said curve and along the southerly line of said road an arc distance of 213.240 feet (said arc being subtended by a chord having a bearing of North $86^{\circ}24'18''$ East and a length of 212.453 feet) to the point of beginning of the real estate described herein; thence North $12^{\circ}07'20''$ West a distance of 25.00 feet; thence North $02^{\circ}11'48''$ East a distance of 139.31 feet to a point on the south line of Fawn Hill Court; thence North $36^{\circ}31'55''$ West a distance of 24.68 feet to the north line of said road; thence North $01^{\circ}36'51''$ West a distance of 106.50 feet; thence North $88^{\circ}23'09''$ East a distance of 319.44 feet; thence South $01^{\circ}36'51''$ East a distance of 135.93 feet; thence South $23^{\circ}11'17''$ East a distance of 35.53 feet to a point on the north R/W line of Hawks Point Road; said point being the point of curvature of a curve concave Northwesterly having a central angle of $01^{\circ}58'45''$ and a radius of 579.040; thence Northeasterly along the north line of said road and around said curve an arc distance of 20.001 feet (said arc being subtended by a chord having a bearing of North $79^{\circ}04'20''$ East and a length of 20.00 feet); thence South $09^{\circ}55'18''$ East a distance of 25.00 feet to the south line of said road; said point also being the point of curvature of a curve concave Northerly having a central angle of $10^{\circ}19'47''$ and a radius of 554.046 feet (the next three calls being on the southerly R/W line of Hawks Point Road); thence Northwesterly around said curve an arc distance of 99.887 feet (said arc being subtended by a chord having a bearing of South $74^{\circ}53'48''$ West and a length of 99.752 feet); thence South $69^{\circ}43'36''$ West tangent to the last described curve a distance of 159.32 feet to a point of curvature of a curve concave Southerly having a central angle of $08^{\circ}08'44''$ and a radius of 716.380 feet; thence Southwesterly around said curve an arc distance of 101.846 feet (said arc being subtended by a chord having a bearing of South $73^{\circ}48'17''$ West and a length of 101.760 feet) to the point of beginning, containing in all 1.795 acres. Subject, however, to all legal highways, rights-of-way and easements.



CHICAGO TITLE

77-79152

77-79153

77-79154

8 9 1 6 // // //

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth and Fifth Supplemental Declaration thereto, said Tract being as expanded by said Fifth Supplemental Declaration, and (2) an assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65468, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65469, and as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given to secure an indebtedness in the principal sum of \$1,270,000.00

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, as modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given as additional security for said indebtedness of \$1,270,000.00;

hereby consents to the recording of the above and foregoing Fifth Supplemental

77-79152

77-79153

77-79154

Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4, as defined in said Fifth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fifth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 14th day of November, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: Joseph Johnson V.P.
Attest: Frank C. Pirillo, Jr.

State of Indiana)
) SS:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo by me known and known by me to be the Vice President and Vice President, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 14th day of November, 1977.

Joan E. Johnson
Notary Public JOAN E. JOHNSON

My Commission expires:

March 29, 1981

This instrument prepared by Joseph F. Quill, attorney at law.

77-79152

77-79153

77-79154

Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4, as defined in said Fifth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fifth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 14th day of November, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: Jack Johnson V.P.
Attest: Paul C. Puller, Jr.

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo, by me known and known by me to be the Vice President and Vice President, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 14th day of November, 1977.

Joan E. Sheridan
Notary Public JOAN E. SHERRIN

My Commission expires:
March 29, 1981

This instrument prepared by Joseph F. Quill, attorney at law.

77-79152

77-79153

77-79154

8916

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth and Fifth Supplemental Declaration thereto, said Tract being as expanded by said Fifth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 4th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of \$2,924,500.00.

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana as Instrument No. 75-65458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of \$2,924,500.00;

hereby consents to the recording of the above and foregoing Fifth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

77-79152
77-79153
77-79154

®

TITL

8916

Regime, and the submission of Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4, as defined in said Fifth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fifth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 14th day of November, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: Joseph F. Quill, V.P.

Attest: Frank C. Pirillo, V.P.

State of Indiana)
County of Marion) ss:

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo by me known and known by me to be the Vice President and Vice President, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgage with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 14th day of November, 1977.

Joan E. Sheridan
Notary Public JOAN E. SHERIDAN

My Commission Expires:
March 29, 1981

This instrument prepared by Joseph F. Quill, attorney at law. 77-79152
77-79153
77-79154

891677

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth and Fifth Supplemental Declaration thereto, said Tract being as expanded by said Fifth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70029, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, as further modified by Modification Agreement dated September 16, 1977 and recorded September 20, 1977 in the aforesaid Recorder's Office as Instrument No. 77-0081800, given to secure an indebtedness in the principal sum of \$2,505,000.00.

Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, as further modified by Modification Agreement dated September 16, 1977 and recorded September 20, 1977 in the aforesaid Recorder's Office as Instrument No. 77-0081800, given as additional security for said indebtedness of \$2,505,000.00;

hereby consents to the recording of the above and foregoing Fifth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4, as defined in said Fifth Supplemental Declaration, and further agrees

77-79152

77-79153

77-79154

CHICAGO TITLE

8916

that its mortgage with respect to the Tract, as further expanded by said Fifth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 14th day of November, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: Joseph E. Johnson, V.P.

Attest: Frank C. Pirillo, VP

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo, by me known and known by me to be the Vice President and Vice President, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgages for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgages with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgages, this 14th day of November, 1977.

Joan E. Sheridan
Notary Public JOAN E. SHERIDAN

My Commission expires:
March 29, 1981

This instrument prepared by Joseph E. Quill, attorney at law. 77-79152

77-79153

77-79154

8916777

77-79153

77-

77-79151

77-79152

FIFTH SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

This Fifth Supplemental Declaration, made this 20th day of November, 1977, by Robert V. Welch of Marion County, Indiana, hereinafter referred to as "Declarant",

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on the 9th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-61531 on the 5th day of November, 1975; Instrument No. 75-61356 on the 17th day of November, 1975; and, Instrument Nos. 76-34833 and 76-32533 on the 7th day of May, 1976, and the 8th day of June, 1976; and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45969, 76-45970, and 76-45971 on the 3rd day of August, 1976, and amended by the Second Supplemental Declaration duly recorded with the said Recorder under Instrument No. 76-52433 on the 31st day of August, 1976; and amended by the Third Supplemental Declaration duly recorded with said Recorder under Instrument No. 77-36567 on the 17th day of June, 1977; and amended by the Fourth Supplemental Declaration duly recorded with said Recorder under Instrument Nos. 77-55797, 77-55813, 77-55862, 77-55868 and 77-55872 on the 26th day of August, 1977; respectively, reference to which is hereby made; and,

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate (being part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title thereto) to the provisions of the Act as defined in The Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out:

Phase IV, Section 3, as set out in Exhibit "1"; Phase I, Section 4, as set out in Exhibit "2"; Phase II, Section 4, as set out in Exhibit "3", attached hereto and made a part hereof as though fully set out herein.

Whereas, said Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4 constitutes an integral portion of the Additional Tract, as anticipated in the said Section 16 of the said original Declaration, as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration; and, that the several conditions for annexation contained therein have been met and Declarant, by his execution of this Supplemental Declaration, hereby incorporates the said Phases into Windridge Horizontal Property Regime.

Now, Therefore, Declarant makes this Supplemental Declaration as follows:

1. Definitions. The Definitions used in the original Declaration shall be applicable to said Phases, and this Supplemental Declaration, provided, however, the said Phases shall for all purposes now be included as a Phase or Phases as defined in said original Declaration, and the definition of Plans in the original Declaration, where appropriate, will now include the Plans defined herein at Section 3.

RECEIVED FOR THE
PRECIOUS BARR
RECORDING DEPT.
NOV 23 4 15 PM '77

77-79151
77-79153

77-79152

77777
9152

2. **Declaration.** Declarant hereby expressly declares that said Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4; and all appurtenant easements, and all Dwelling Units, buildings, improvements and property of any kind and nature whatsoever located thereon, shall be annexed to and become part of Windridge Horizontal Property Regime as if it had been included in the original Declaration and hereafter shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions and provisions of the original Declaration, the amendments thereto, the Act, the By-Laws, as amended, and the rules and regulations as adopted by the Board of Managers, as each may be further amended from time to time, the original Declaration, and Amendments thereto, being incorporated herein and made part hereof by reference. Said Phases shall hereafter and for all purposes be included in the definition of "Tract" as defined in the original Declaration.

3. **Plans.** The Plans for the buildings, Dwelling Units and other improvements constituting Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4; certified to be true and correct representations of the boundaries of said Phases and the building layout and location, building dimensions, building addresses, building numbers, Dwelling Unit designations, parking areas, Common Areas, Limited Areas and Garages and Storage Areas, by Sol C. Miller, Registered Land Surveyor and Architect, under date of October 30, 1977 for Phase IV, Section 3; for Phase I, Section 4; and for Phase II, Section 4, have been filed in the Office of the Recorder of Marion County, Indiana, in Horizontal Property Plan File No. _____ as of November 23, 1977, as Instrument No. 77-79152-79154, and are incorporated herein by reference.

4. **Description of Dwelling Units.** There is one (1) Dwelling Unit in Phase IV, Section 3, as shown on the Plans. The Dwelling Unit is identified and referred to in the Plans and this Declaration as Dwelling Unit number 197; there are seven (7) Dwelling Units in Phase I, Section 4, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 37, number 38, number 39, number 40, number 100, number 101, and number 102; there are nine (9) Dwelling Units in Phase II, Section 4, as shown on the Plans. The Dwelling Units are identified and referred to in the Plans and this Declaration as Dwelling Units number 240, number 241, number 242, number 82, number 83, number 84, number 85, number 86, and number 198.

5. **Percentage Interest.** The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phase I, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2; and Phases I, II and IV of Section 3 and Phases I and II of Section 4 is hereby indicated by unit numbers as contained on Schedule I, which is attached hereto and made a part hereof, and Declarant grants and conveys to the Owner of each Dwelling Unit so numbered on said Schedule, subject to the rights of the mortgagee, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

77-79152

77-79153

77-79154

777 / 9152

Pursuant to the rights of Declarant contained in Paragraph 16 of the original Declaration, and additional rights contained in said Declaration, the Percentage Interest appurtenant to each Dwelling Unit, is now readjusted as to all Dwelling Units as set out in said Schedule I.


The attached scheduled Percentage Interest in the Common Areas are calculated on the basis set forth in Paragraph 16 of the original Declaration and this reallocation is accomplished as follows:

- (a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divest them of that portion of their unit's share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the percentage interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (b) Declarant, to the extent necessary, hereby exercises all powers of attorney granted to him and powers of appointment reserved by him and hereby grants, conveys and sets over to each owner of each existing Dwelling Unit that share in the Common Areas and Limited Areas which is necessary to attain for each existing Unit the share in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (c) Any other means supportable in law or equity on the basis of the Declaration, the deeds issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Executed the day and year first above written.

CHICAGO TITLE


Robert V. Welch

77.79152

77.79153

77.79154

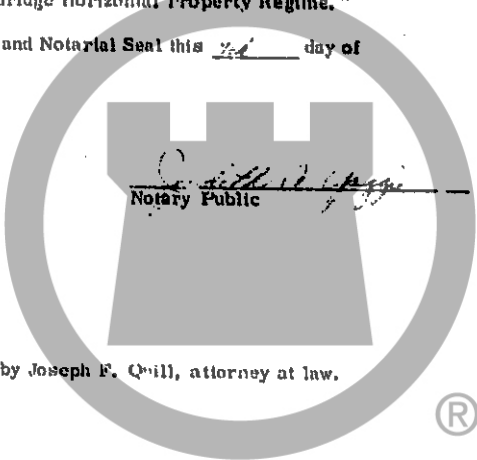
777 / 9152

ACKNOWLEDGEMENT

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said County and State,
personally appeared Robert V. Welch, who acknowledged the execution
of the within and foregoing "Fifth Supplemental Declaration of Horizontal
Property Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 2nd day of
November, 1977.



My Commission expires:

January 3, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

®

CHICAGO TITLE

77-79152

77-79153
77-79154

77 / 7 / 9 1 5 2

SCHEDULE I

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit *	Formula Square Footage	Percentage Interest
Phase I, Section 1			
35	2,739.80	3,119.90	1.38
36	2,739.80	3,119.90	1.38
Phase I, Section 2			
52	2,078.00	1,780.00	1.16
53	2,395.39	1,947.70	1.26
54	1,988.85	1,741.64	1.13
55	1,887.80	1,740.85	1.13
56	2,759.31	2,139.81	1.38
57	2,276.01	1,888.01	1.23
58	2,050.80	2,225.30	1.45
59	2,895.46	2,107.73	1.43
60	3,086.44	1,783.22	1.17
65	2,321.73	1,810.87	1.24
66	2,128.16	1,814.08	1.18
67	2,148.67	1,824.34	1.19
68	2,477.05	1,988.53	1.29
Phase II, Section 2			
61	2,138.11	1,819.21	1.18
62	2,131.52	1,815.76	1.18
63	2,667.11	2,083.76	1.35
64	2,323.61	1,911.81	1.24
Phase III, Section 2			
1	2,226.39	1,913.20	1.24
2	2,154.56	1,827.28	1.19
3	2,186.48	1,843.24	1.20
69	2,467.14	1,983.57	1.29
9	2,215.16	1,907.58	1.21
10	2,144.24	1,822.12	1.18
11	2,153.51	1,826.76	1.19
12	2,562.41	2,031.21	1.32
13	2,147.93	1,823.97	1.19
Phase IV, Section 2			
70	3,197.53	2,348.77	1.53
71	3,003.43	2,251.72	1.46
72	3,787.70	2,643.85	1.72
73	2,996.17	2,248.09	1.46
74	2,213.73	1,856.87	1.21
75	3,173.18	2,336.59	1.52

77-79152
77-79153
77-79154

77-79152

SCHEDULE E 1

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit *	Formula Square Footage	Percentage Interest
Phase V, Section 2			
48	3,323.84	1,911.03	1.24
49	3,043.39	1,771.65	1.15
50	3,299.53	1,899.76	1.23
51	2,411.54	1,955.77	1.37
Phase VI, Section 2			
14	2,531.38	2,015.64	1.31
15	1,855.98	1,641.99	1.07
16	1,900.03	1,675.03	1.09
Phase VII, Section 2			
251	1,773.97	1,548.48	1.03
252	1,730.77	1,548.08	1.01
253	1,730.77	1,548.08	1.01
254	1,730.77	1,548.08	1.01
255	1,730.77	1,548.08	1.01
256	1,773.97	1,548.48	1.03
257	1,730.77	1,548.08	1.01
258	1,730.77	1,548.08	1.01
259	1,730.77	1,548.08	1.01
260	1,730.77	1,548.08	1.01
Phase VIII, Section 2			
42	2,338.08	1,918.05	1.24
43	3,062.08	2,281.03	1.48
44	3,592.18	2,548.08	1.65
45	3,093.70	2,296.85	1.49
46	2,674.00	2,087.00	1.35
47	2,442.16	1,971.08	1.28
Phase I, Section 3			
199	2,342.50	1,921.25	1.25
Phase II, Section 3			
151	2,401.84	1,950.92	1.26
152	2,371.30	1,935.50	1.25
153	3,207.00	2,353.50	1.53
154	3,331.70	2,415.85	1.57
155	4,525.57	3,012.79	1.96
Phase IV, Section 3			
197	4,133.00	2,816.50	1.83

CHICAGO TITLE

77-79152
77-79153
77-79154

777 / 9152

SCHEDULE 1

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit*	Formula Square Footage	Percentage Interest
Phase I, Section 4			
37	3,019.00	1,759.50	1.14
38	1,997.00	1,747.75	1.13
39	3,030.00	1,765.00	1.14
40	3,053.00	1,776.50	1.15
100	1,886.00	1,664.50	1.08
101	1,844.00	1,633.00	1.06
102	1,938.00	1,703.50	1.11
Phase II, Section 4			
240	1,840.00	1,636.75	1.06
241	1,833.00	1,624.75	1.06
242	1,854.00	1,540.50	1.07
82	2,446.00	1,973.00	1.28
83	2,138.00	1,869.00	1.28
84	2,065.00	2,232.50	1.45
85	1,886.00	1,664.50	1.08
86	3,472.00	1,886.00	1.20
198	1,002.00	1,676.50	1.09
TOTALS		153,904.06	100.00

* Square Footage certified by Mid-States Engineering, Indianapolis, Indiana

CHICAGO TITLE

77-79152

77-79153

77-79154

77-79152

EXHIBIT "I"

WINDRIDGE

PHASE IV, SECTION 3

LEGAL DESCRIPTION

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the northeast corner of Windridge, Phase II, Section 3, as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 77-55813; the following five (5) calls are along the northerly line of Windridge Drive and the northerly line of said Phase II, Section 3; thence North $10^{\circ}30'16''$ West a distance of 22.00 feet to a point of curvature of a curve concave Northeastly having a central angle of $05^{\circ}53'28''$ and a radius of 350.058 feet; thence Northwestly around said curve an arc distance of 35.993 feet (said arc being subtended by chord having a bearing of North $67^{\circ}33'34''$ West and a length of 35.977 feet) to the point of beginning of the real estate described herein; said point also being on a curvature of a curve concave Northeastly, having a central angle of $06^{\circ}47'14''$ and a radius of 350.058 feet; thence Northwestly around said curve an arc distance of 41.467 feet (said arc being subtended by a chord having a bearing of North $61^{\circ}13'10''$ West and a length of 41.443 feet); continuing thence North $57^{\circ}49'36''$ West along said north line a distance of 8.77 feet to the point of curvature of a curve concave Southwestly having a central angle of $10^{\circ}33'29''$ and a radius of 362.935 feet; thence Northwestly around the curve an arc distance of 66.88 feet (said arc being subtended by a chord having a bearing of North $63^{\circ}06'18''$ West and a length of 66.78 feet); thence North $38^{\circ}07'42''$ East a distance of 72.44 feet; thence North $18^{\circ}37'42''$ East 53.33 feet; thence South $71^{\circ}22'18''$ East a distance of 72.00 feet; thence South $18^{\circ}37'42''$ West a distance of 62.00 feet; thence South $04^{\circ}52'29''$ West a distance of 80.89 feet to the point of beginning, containing in all 0.252 Acres, more or less. Subject, however, to all legal highways, rights-of-way and easements.

CHICAGO TITLE

77-79152

77-79153

77-79154

77 / 7 / 6 / 1 / 5 / 2

EXHIBIT "2"

Job #377-394

LEGAL DESCRIPTION

WINDRIDGE PHASE I, SECTION 4

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Beginning at a point on the northeast corner of Windridge Phase I, Section 1 as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 77-55797; said point also being on a curvature of a curve concave Northerly having a central angle of 07°35'12" and a radius of 691.380 feet; thence Easterly around said curve an arc distance of 91.547 feet (said arc being subtended by a chord having a bearing of South 88°42'53" East and a length of 91.480 feet) to a point on the westerly right-of-way line of Fawn Hill Court (the next two calls are on said westerly right-of-way line); thence North 16°39'25" West a distance of 119.376 feet to a point of curvature of a curve concave Northeasterly having a central angle of 05°51'25" and a radius of 245.004 feet; thence Northwesterly around the curve an arc distance of 25.045 feet (said arc being subtended by a chord having a bearing of North 13°43'46" West and a length of 25.034 feet); thence North 86°39'14" West a distance of 108.471 feet; thence North 03°20'46" East a distance of 156.000 feet; thence South 86°39'14" East a distance of 135.868 feet to a point on the easterly right-of-way line of Fawn Hill Court; the next two calls are along said easterly right-of-way line; thence South 14°43'03" West a distance of 52.795 feet to a point of curvature of a curve concave Easterly having a central angle of 17°50'48" and a radius of 225.004 feet; thence Southerly around the curve an arc distance of 70.085 feet (said arc being subtended by a chord having a bearing of South 05°47'40" West and a length of 69.802 feet; thence North 89°20'43" East a distance of 129.755 feet; thence South 36°31'54" East a distance of 24.683 feet; thence South 02°11'48" West a distance of 139.309 feet to a point on the northerly line of Hawks Point Road; thence South 12°07'20" East a distance of 25.000 feet to a point on the southerly line of Hawks Point Road, said point also on a curvature of a curve concave Northerly having a central angle of 17°03'17" and a radius of 716.380 feet; thence Westerly around said curve along the Southerly line of Hawks Point Road an arc distance of 213.240 feet (said arc subtended by a chord having a bearing of South 86°24'18" West and a length of 212.453 feet); thence North 00°53'47" East from the last described curve a distance of 25.064 feet to the point of beginning, containing in all 1.386 Acres. Subject, however, to all legal highways, rights-of-way and easements.

CHICAGO TITLE

77-79152

77-79153

77-79154

77-79152

WINDRIDGE PHASE II, SECTION 4

LEGAL DESCRIPTION

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Commencing at the northeast corner of Windridge Phase I, Section 1 as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 77-55797; thence South 00°53'47" West along the easterly line of said Phase I, Section 1 a distance of 25.064 feet to a point on the southerly line of Hawks Point Road; said point also being a point of curvature of a curve concave southerly having a central angle of 17°03'17" and a radius of 716.380 feet; thence South-easterly around said curve and along the southerly line of said road an arc distance of 213.240 feet (said arc being subtended by a chord having a bearing of North 86°24'18" East and a length of 212.453 feet) to the point of beginning of the real estate described herein; thence North 12°07'20" West a distance of 25.00 feet; thence North 02°11'48" East a distance of 139.31 feet to a point on the south line of Fawn Hill Court; thence North 36°31'55" West a distance of 24.68 feet to the north line of said road; thence North 01°36'51" West a distance of 106.50 feet; thence North 88°23'09" East a distance of 319.44 feet; thence South 01°36'51" East a distance of 135.93 feet; thence South 23°11'17" East a distance of 35.53 feet to a point on the north R/W line of Hawks Point Road; said point being the point of curvature of a curve concave Northwesterly having a central angle of 01°58'45" and a radius of 579.040; thence Northeasterly along the north line of said road and around said curve an arc distance of 20.00 feet (said arc being subtended by a chord having a bearing of North 79°04'20" East and a length of 20.00 feet); thence South 09°56'18" East a distance of 25.00 feet to the south line of said road; said point also being the point of curvature of a curve concave Northerly having a central angle of 10°19'47" and a radius of 554.045 feet (the next three calls being on the southerly R/W line of Hawks Point Road); thence Northwesterly around said curve an arc distance of 99.887 feet (said arc being subtended by a chord having a bearing of South 74°53'48" West and a length of 99.752 feet); thence South 69°43'36" West tangent to the last described curve a distance of 159.32 feet to a point of curvature of a curve concave Southerly having a central angle of 08°08'44" and a radius of 716.380 feet; thence Southwesterly around said curve an arc distance of 101.846 feet (said arc being subtended by a chord having a bearing of South 73°48'17" West and a length of 101.760 feet) to the point of beginning, containing in all 1.795 acres. Subject, however, to all legal highways, rights-of-way and easements.

CHICAGO TITLE

77-79152

77-79153

77-79154

777 / 9152

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth and Fifth Supplemental Declaration thereto, said Tract being as expanded by said Fifth Supplemental Declaration, and (2) an assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65466, as modified by Modification Agreement dated November 6, 1975 and recorded November 31, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65469, and as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given to secure an indebtedness in the principal sum of \$1,270,000.00.

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, as modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given as additional security for said indebtedness of \$1,270,000.00;

hereby consents to the recording of the above and foregoing Fifth Supplemental

77-79152

77-79153

77-79154

77/7/7/5/2

Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4, as defined in said Fifth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fifth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 14th day of November, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: [Signature]

Attest: [Signature]

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo by me known and known by me to be the Vice President and Vice President, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 14th day of November, 1977.

[Signature]
Notary Public JOAN

My Commission expires:

March 29, 1981

This instrument prepared by Joseph F. Quill, attorney at law.

77-79152
77-79153
77-79154

77 / 7 / 7 / 9 / 1 / 5 / 2

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth and Fifth Supplemental Declaration thereto, said Tract being as expanded by said Fifth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of \$2,924,500.00.

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana as Instrument No. 75-65458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 16th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of \$2,924,500.00.

hereby consents to the recording of the above and foregoing Fifth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

77.79152
77.79153
77.79154

77779152

Declaration of Horizontal Property Ownership, Wadleigh Horizontal Property Regime, and the submission of Phase IV, Section 5; Phase I, Section 4, Phase II, Section 4, as defined in said Fifth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fifth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 14th day of November, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: [Signature]

Attest: [Signature]

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. P. Johnson and Frank J. Phillips by me known and known by me to be the Vice President and Vice President, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 14th day of November, 1977.

[Signature]
Notary Public J.C.M.

My Commission expires:

March 29, 1981

This instrument prepared by Joseph F. Quill, attorney at law.

77-79152

77-79153

77-79154

Regime, and the submission of Phase I', Section 3; Phase I, Section 4; Phase II, Section 4, as defined in said Fifth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Fifth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 14th day of November, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: [Signature] ®

Attest: [Signature]

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo, by me known and known by me to be the Vice President and Vice President, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgage with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 14th day of November, 1977.

[Signature]
Notary Public

My Commission expires:
March 29, 1981

This instrument prepared by Joseph F. Quill, attorney at law.

77-79152

77-79153

77-79154

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth and Fifth Supplemental Declaration thereto, said Tract being as expanded by said Fifth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, as further modified by Modification Agreement dated September 16, 1977 and recorded September 20, 1977 in the aforesaid Recorder's Office as Instrument No. 77-0061600, given to secure an indebtedness in the principal sum of \$2,505,000.00.

Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, as further modified by Modification Agreement dated September 16, 1977 and recorded September 20, 1977 in the aforesaid Recorder's Office as Instrument No. 77-0061600, given as additional security for said indebtedness of \$2,505,000.00;

hereby consents to the recording of the above and foregoing Fifth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, and the submission of Phase IV, Section 3; Phase I, Section 4; Phase II, Section 4, as defined in said Fifth Supplemental Declaration, and further agrees

77-79152

77-79153

77-79154

that its mortgage with respect to the Tract, as further expanded by said Fifth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 14th day of November, 1977.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: [Signature]

Attest: [Signature]

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. E. Johnson and Frank C. Pirillo by me known and known by me to be the Vice President and Vice President, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 14th day of November, 1977.

[Signature]
Notary Public JOAN E. SHERIDAN

My Commission expires:

March 29, 1981

This instrument prepared by Joseph F. Quill, attorney at law. 77-79152

77-79153
77-79154

CROSS REFERENCE

78007626
78007627
78007628

CROSS REFERENCE

18-32

SIXTH SUPPLEMENTAL DECLARATION OF
HORIZONTAL PROPERTY OWNERSHIP
WINDRIDGE
HORIZONTAL PROPERTY REGIME

This Sixth Supplemental Declaration, made this 20th day of January, 1978, by Robert V. Welch of Marion County, Indiana, hereinafter referred to as "Declarant",

WITNESS:

Whereas, Declarant executed the original "Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime" which was duly recorded in the Office of the Recorder of Marion County, Indiana, under Instrument No. 75-56011 on the 8th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-61531 on the 5th day of November, 1975; Instrument No. 75-64356 on the 17th day of November, 1975; and, Instrument Nos. 76-24882 and 76-32522 on the 7th day of May, 1976, and the 8th day of June, 1976; and amended by the First Supplemental Declaration duly recorded with the said Recorder under Instrument Nos. 76-45969, 76-45970, and 76-45971 on the 3rd day of August, 1976, and amended by the Second Supplemental Declaration duly recorded with the said Recorder under Instrument No. 76-52433 on the 31st day of August, 1976; and amended by the Third Supplemental Declaration duly recorded with said Recorder under Instrument No. 77-38567 on the 17th day of June, 1977; and amended by the Fourth Supplemental Declaration duly recorded with said Recorder under Instrument Nos. 77-55797, 77-55813, 77-55862, 77-55868 and 77-55872 on the 26th day of August, 1977; and amended by the Fifth Supplemental Declaration duly recorded with said Recorder under Instrument Nos. 77-79152, 77-79153 and 77-79154 on the 23rd day of November, 1977; respectively, reference to which is hereby made; and,

Whereas, pursuant to Section 16 of said original Declaration, as amended, Declarant desires to subject the following described real estate (being part of the real estate as outlined in Exhibit "B" of said original Declaration and Declarant being the sole owner of the fee simple title thereto) to the provisions of the Act as defined in The Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, recorded as hereinabove set out:

Phase II, Section 1, as set out in Exhibit "1"; Phase III, Section 3, as set out in Exhibit "2"; Phase III, Section 4, as set out in Exhibit "3", attached hereto and made a part hereof as though fully set out herein.

Whereas, said Phase II, Section 1; Phase III, Section 3; Phase III, Section 4 constitutes an integral portion of the Additional Tract, as anticipated in the said Section 16 of the said original Declaration, as amended, subject to automatic inclusion in the original Declaration by this Supplemental Declaration; and, that the several conditions for annexation contained therein have been met and Declarant, by his execution of this Supplemental Declaration, hereby incorporates the said Phases into Windridge Horizontal Property Regime.

78007628
78007627
78007626

RECEIVED FOR RECORD
PRECIOUS BYRD
RECORDER-MARION CO.
FEB 13 10 39 AM '78

0/6 L

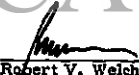
Pursuant to the rights of Declarant contained in Paragraph 16 of the original Declaration, and additional rights contained in said Declaration, the Percentage Interest appurtenant to each Dwelling Unit, is now readjusted as to all Dwelling Units as set out in said Schedule I.

The attached scheduled Percentage Interest in the Common Areas are calculated on the basis set forth in Paragraph 16 of the original Declaration and this reallocation is accomplished as follows:

- (a) Declarant, to the extent necessary, hereby exercises all rights of revocation conferred upon him by the Declaration and all powers of attorney granted to him by all unit owners of existing units and thereby divest them of that portion of their unit's share in the Common Areas and Limited Areas which must be allocated to the new Dwelling Units to attain the percentage interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (b) Declarant, to the extent necessary, hereby exercises all powers of attorney granted to him and powers of appointment reserved by him and hereby grants, conveys and sets over to each owner of each existing Dwelling Unit that share in the Common Areas and Limited Areas which is necessary to attain for each existing Unit the share in the Common Areas and Limited Areas corresponding to their respective Percentage Interest in Schedule I.
- (c) Any other means supportable in law or equity on the basis of the Declaration, the deeds issued to each purchaser and this Supplemental Declaration.

6. Acceptance and Ratification. The acceptance of a deed of conveyance or the act of occupancy of any Dwelling Unit shall constitute a ratification of this Supplemental Declaration, together with the original Act, the By-Laws and the prior amendments thereto, and any rules or regulations adopted pursuant thereto, as each may be further amended from time to time, and all such provisions shall be covenants running with the land and shall bind any person having at any time any interest or estate in a Dwelling Unit or the Property as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof.

Executed the day and year first above written.


Robert V. Welch

ACKNOWLEDGEMENT

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said County and State,
personally appeared Robert V. Welch, who acknowledged the execution
of the within and foregoing "Sixth Supplemental Declaration of Horizontal
Property Ownership, Windridge Horizontal Property Regime."

Witness my hand and Notarial Seal this 20th day of January, 1978.

Joseph F. Quill
Notary Public.
Resident of Marion County

My Commission expires:

Aug. 3, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

CHICAGO TITLE

78007626

78007627
78007628

78007626

SCHEDULE I

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit*	Formula Square Footage	Percentage Interest
Phase I, Section 1			
35	2,739.80	2,120	1.27
36	2,739.80	2,120	1.27
Phase II, Section 1			
121	2,603.00	2,051	1.23
Phase I, Section 2			
52	2,078.00	1,789	1.07
53	2,395.39	1,848	1.17
54	1,988.85	1,742	1.04
55	1,987.80	1,741	1.04
56	2,759.21	2,130	1.28
57	2,276.01	1,888	1.13
58	2,950.59	2,225	1.33
59	2,895.46	2,108	1.32
60	2,088.44	1,793	1.07
65	2,321.73	1,911	1.14
66	2,128.16	1,814	1.09
67	2,148.67	1,824	1.09
68	2,477.05	1,989	1.19
Phase II, Section 2			
61	2,138.42	1,819	1.09
62	2,131.52	1,816	1.09
63	2,687.55	2,088	1.26
64	2,323.61	1,912	1.14
Phase III, Section 2			
1	2,326.39	1,913	1.14
2	2,154.56	1,827	1.09
3	2,186.48	1,843	1.10
69	2,487.14	1,984	1.19
9	2,315.16	1,908	1.14
10	2,144.24	1,822	1.09
11	2,153.51	1,827	1.09
12	2,562.41	2,031	1.22
13	2,147.93	1,824	1.09

CHICAGO TITLE

0/8

SCHEDULE I

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit*	Formula Square Footage	Percentage Interest
Phase IV, Section 2			
70	3,197.53	2,349	1.41
71	3,003.43	2,252	1.35
72	3,787.70	2,644	1.59
73	2,995.17	2,248	1.35
74	2,213.73	1,857	1.11
75	3,173.18	2,337	1.40
Phase V, Section 2			
48	2,323.84	1,912	1.15
49	2,043.29	1,772	1.05
50	2,299.52	1,900	1.14
51	2,411.54	1,955	1.17
Phase VI, Section 2			
14	2,531.28	2,016	1.21
15	1,855.98	1,542	.88
16	1,800.03	1,675	1.09
Phase VII, Section 2			
251	1,773.87	1,580	.88
252	1,730.77	1,548	.83
253	1,730.77	1,548	.83
254	1,730.77	1,548	.83
255	1,730.77	1,548	.83
256	1,773.87	1,580	.88
257	1,730.77	1,548	.83
258	1,730.77	1,548	.83
259	1,730.77	1,548	.83
260	1,730.77	1,548	.83
Phase VIII, Section 2			
42	2,338.09	1,919	1.15
43	3,062.06	2,281	1.17
44	3,592.16	2,546	1.53
45	3,093.70	2,297	1.33
46	2,674.00	2,087	1.25
47	2,442.16	1,971	1.18
Phase I, Section 3			
189	2,342.50	1,921	1.15

78007627
78007628

SCHEDULE I

Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit*	Formula Square Footage	Percentage Interest
Phase II, Section 3			
151	2,401.84	1,951	1.17
152	2,371.30	1,936	1.16
153	3,207.00	2,354	1.41
154	3,331.70	2,416	1.35
155	4,525.57	3,013	1.21
Phase III, Section 3			
159	1,916.00	1,687	1.41
160	2,231.00	1,866	1.19
161	3,034.00	2,267	1.35
Phase IV, Section 3			
197	4,133.00	2,817	1.39
Phase I, Section 4			
37	2,019.00	1,760	1.05
38	1,997.00	1,748	1.05
39	2,030.00	1,765	1.06
40	2,053.00	1,777	1.05
100	1,886.00	1,665	1.10
101	1,844.00	1,633	.98
102	1,938.00	1,704	1.12
Phase II, Section 4			
240	1,649.00	1,637	.98
241	1,833.00	1,625	.87
242	1,854.00	1,641	.98
82	2,446.00	1,973	1.13
83	2,438.00	1,969	1.13
84	2,985.00	2,233	1.34
85	1,886.00	1,665	1.10
86	2,472.00	1,886	1.19
198	1,902.00	1,677	1.10
Phase III, Section 4			
41	3,056.00	2,278	1.37
103	1,484.00	1,363	.92
104	1,484.00	1,363	.92
TOTALS		166,787	100.00

*Square Footage certified by Mid-States Engineering, Indianapolis, Indiana

78007626

78007627

78007628

0/32

EXHIBIT "1"

WINDRIDGE PHASE II, SECTION 4

LEGAL DESCRIPTION

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Hawks Point Road and the southeast corner of Windridge, Phase II, Section 4 as recorded in the Office of the Recorder of Marion County, Indiana, as Instrument No. 77-79153; said point also being a point on a curve having a central angle of 26°00'09" and a radius of 554.046 feet; the following five (5) calls are along the southerly line of the aforementioned road; thence Easterly around said curve an arc distance of 251.441 feet (said arc being subtended by a chord having a bearing of South 86°56'13" East and a length of 249.289 feet); thence South 73°56'09" East tangent to the last described curve a distance of 375.05 feet to a point of curvature of a curve concave Northeasterly having a central angle of 13°29'13" and a radius of 383.114 feet; thence Southeasterly around said curve an arc distance of 90.182 feet (said arc being subtended by a chord having a bearing of South 80°40'45" East and a length of 89.974 feet); thence South 02°34'38" West a distance of 7.50 feet to the point of curvature of a curve concave Northerly having a central angle of 04°09'43" and a radius of 390.614 feet; thence Southeasterly around the curve an arc distance of 28.373 feet (said arc being subtended by a chord having a bearing of South 89°30'13" East and a length of 28.367 feet); thence South 03°01'32" West a distance of 149.44 feet to a point on the south line of the Northwest Quarter of Section 10-16-4; said point is South 89°06'13" East and a distance of 1671.76 feet from the southwest corner of said quarter section; thence South 89°06'13" East along the south line thereof a distance of 85.40 feet; thence North 03°01'32" East a distance of 126.19 feet; thence North 12°53'17" West a distance of 35.14 feet to a point on the southerly right-of-way line of Greenwillow Road; said point also being a point of curvature of a curve concave Northwesterly having a central angle of 13°42'14" and a radius of 390.614 feet (the following three (3) calls are along said southerly right-of-way line); thence Northeasterly around said curve an arc distance of 93.427 feet (said arc being subtended by a chord having a bearing of North 70°15'36" East and a length of 93.204 feet); thence North 26°35'32" West a distance of 7.50 feet to a point of curvature of a curve concave Northwesterly having a central angle of 22°45'55" and a radius of 383.114 feet; thence Northeasterly around the curve an arc distance of 152.222 feet (said arc being subtended by a chord having a bearing of North 52°01'31" East and a length of 151.223 feet); thence North 49°21'25" West a distance of 25.00 feet to a point on the northerly right-of-way line of Greenwillow Road; (the following three (3) calls are on said northerly line); said point also being the point of curvature of a curve concave Northwesterly having a central angle of 22°45'55" and a radius of 358.114 feet; thence Southwesterly around the curve an arc distance of 142.289 feet (said arc being subtended by a chord having a bearing of South 62°01'30" West and a length of 141.355 feet); thence North 26°35'32" West a distance of 7.50 feet to a point of curvature of a curve concave Northerly having a central angle of 18°37'00" and a radius of 350.614 feet; thence Southwesterly around said curve an arc distance of 113.922 feet (said arc being subtended by a chord having a bearing of South 72°42'58" West and a length of 113.421 feet) to a point on the northerly right-of-way line of Hawks Point Road; said point also being a point on a curve concave Northerly having a central angle of 10°33'10" and a radius of 350.614 feet (this and the next four (4) calls are along said northerly right-of-way line); thence Westerly around said curve an arc distance of 64.576 feet (said arc being subtended by a chord having a bearing of South 87°18'03" West and a length of 64.485 feet); thence South 02°34'38" West a distance of 7.50 feet to a point of curvature of a curve concave Northeasterly having a central angle of 13°29'13" and a radius of 358.114 feet; thence Westerly around said curve an arc distance of 84.297 feet (said arc being subtended by a chord having a bearing of North 80°40'44" West and a length of 84.103 feet); thence North 73°56'09" West tangent to the last described curve a distance of 375.05 feet to the point of curvature of a curve concave Southerly having a central angle of 26°00'09" and a radius of 579.046 feet; thence Westerly around the curve an arc distance of 262.787 feet (said arc being subtended by a chord having a bearing of North 86°56'13" West and a length of 260.538 feet) to the easterly corner of the aforementioned Windridge, Phase II, Section 4; thence South 09°56'17" East along the easterly line of said Windridge, Phase II a distance of 25.00 feet to the point of beginning; containing in all 0.959 Acres, more or less. Subject, however, to all legal highways, rights-of-way and easements.

78007626
78007627

EXHIBIT "2"

WINDRIDGE

PHASE III, SECTION 3

LAND DESCRIPTION

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Beginning at the northeast corner of Windridge, Phase II, Section 3 as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 77-55813; said point also being on the northerly line of Windridge Drive; thence South 70°30'17" East along said northerly line a distance of 22.85 feet; thence South 19°30'34" West 51.39 feet; thence South 10°52'30" West 230.40 feet; thence North 78°31'02" West 127.13 feet; thence South 71°28'58" West 18.66 feet; thence North 10°52'30" East 240.21 feet to a point on the southerly line of the aforementioned Windridge, Phase II, Section 3; the following four (4) calls are along said southerly line; thence South 71°15'37" East a distance of 16.73 feet to the point of curvature of a curve concave Northerly having a central angle of 49°11'38" and a radius of 97.38 feet; thence Northeasterly around the curve an arc distance of 83.61 feet (said arc being subtended by a chord having a bearing of North 84°08'33" East and a length of 81.07 feet); thence North 59°32'44" East a distance of 20.86 feet; thence South 70°30'17" East a distance of 15.81 feet to a point on the easterly line of the aforementioned Windridge, Phase II, Section 3; thence North 19°29'43" East along said easterly line a distance of 20.00 feet to the point of beginning, containing 0.817 Acres, more or less. Subject, however, to all legal highways, rights-of-way and easements.

CHICAGO TITLE

78007626

78007627

78007628

0/34

EXHIBIT "9"

LEGAL DESCRIPTION

WINDRIDGE PHASE III, SECTION 4

Land being part of the Northwest Quarter of Section 10, Township 16 North, Range 4 East in Marion County, State of Indiana, being more particularly described as follows:

Beginning at the northwest corner of Windridge, Phase II, Section 4, as recorded in the Office of the Recorder of Marion County, Indiana as Instrument #77-79153; thence South $01^{\circ}36'51''$ East along the west line of said Windridge, Phase II, Section 4 a distance of 106.50 feet to the northeasterly corner of Windridge, Phase I, Section 4 as recorded in the Office of the Recorder of Marion County, Indiana as Instrument No. 77-79152 (the following nine (9) calls are along the perimeter of said Windridge, Phase I, Section 4); thence South $89^{\circ}20'43''$ West a distance of 129.76 feet to a point on the easterly right-of-way line of Fawn Hill Court; the next two calls are along said easterly right-of-way line; said point being on a curve concave Easterly having a central angle of $17^{\circ}50'48''$ and a radius of 225.004 feet; thence Northerly around said curve an arc distance of 70.085 feet (said arc being subtended by a chord having a bearing of North $05^{\circ}47'40''$ East and a length of 69.082 feet); thence North $14^{\circ}43'03''$ East tangent to the last described curve a distance of 52.80 feet; thence North $86^{\circ}39'14''$ West a distance of 135.87 feet; thence South $03^{\circ}20'46''$ West a distance of 155.00 feet; thence South $86^{\circ}39'14''$ East a distance of 108.47 feet to a point on the westerly right-of-way line of Fawn Hill Court; the next two (2) calls are along said westerly right-of-way line; said point also being on a curve concave Northeasterly having a central angle of $05^{\circ}51'25''$ and a radius of 245.004 feet; thence Southeasterly around said curve an arc distance of 25.045 feet (said arc being subtended by a chord having a bearing of South $13^{\circ}43'45''$ East and a length of 25.034 feet); thence South $16^{\circ}39'25''$ East a distance of 119.38 feet to a point on the northerly right-of-way line of Hawks Point Road (the following three (3) calls along said northerly right-of-way line); said point also being on a curve concave Northerly having a central angle of $07^{\circ}35'12''$ and a radius of 691.380 feet; thence Northwesterly around said curve an arc distance of 91.547 feet (said arc being subtended by a chord having a bearing of North $88^{\circ}42'53''$ West and a length of 91.480 feet) to a point on the northeast corner of Windridge, Phase I, Section 1 as recorded in the Office of the Recorder of Marion County, Indiana as Instrument #77-55797; the following two (2) calls are along the northerly line of said Windridge, Phase I, Section 1; said point also being on a curve concave Northerly having a central angle of $06^{\circ}55'17''$ and a radius of 691.380 feet; thence Westerly around said curve an arc distance of 83.518 feet (said arc being subtended by a chord having a bearing of North $81^{\circ}27'38''$ West and a length of 83.467 feet); thence North $78^{\circ}00'00''$ West a distance of 101.59 feet to the southeast corner of Windridge, Phase VIII, Section 2 as recorded in the Office of the Recorder of Marion County, Indiana as Instrument #77-55872; the next two (2) calls are along the easterly line of said Windridge, Phase VIII, Section 2; thence North $12^{\circ}00'00''$ East a distance of 63.98 feet; thence North $16^{\circ}59'57''$ East a distance of 18.13 feet; continuing thence North $16^{\circ}59'57''$ East a distance of 295.61 feet; thence South $68^{\circ}41'31''$ East a distance of 290.42 feet; thence South $01^{\circ}36'51''$ East a distance of 12.41 feet to the point of beginning, containing in all 1.683 Acres. Subject, however, to all legal highways, rights-of-way and easements.

78007626

78007627

78007628

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth, Fifth and Sixth Supplemental Declaration thereto, said Tract being as expanded by said Sixth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975, and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65466, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65468, and as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given to secure an indebtedness in the principal sum of \$1,270,000.00.

Assignment of Lessor's Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65467, as modified by Modification Agreement dated the 12th day of October, 1975 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62645, and as further modified by Modification Agreement dated the 11th day of May, 1977 and recorded in the aforesaid Recorder's Office on the 17th day of May, 1977 as Instrument No. 77-27784, given as additional security for said indebtedness of \$1,270,000.00;

hereby consents to the recording of the above and foregoing Sixth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

78007626

78007627

78007628

0/84

regime, and the submission of Phase II, Section 1; Phase II, Section 3; Phase III, Section 4, as defined in said Sixth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Sixth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 6th day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: Joseph F. Quill v. p.

Attest: [Signature]

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. S. Johnson and Carter W. Morse, by me known and known by me to be the Vice President and Secretary, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 6th day of February, 1978.

My Commission expires:

August 31, 1980

Genevieve M. Cutchers
Notary Public Genevieve M. Cutchers
Resident of Marion County, Indiana

This instrument prepared by Joseph F. Quill, attorney at law.

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth, Fifth and Sixth Supplemental Declaration thereto, said Tract being as expanded by said Sixth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-85457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-85480, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-82644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 18th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of \$2,924,500.00.

Assignment of Lessors Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana as Instrument No. 75-85458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-85460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-82644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 18th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of \$2,924,500.00;

hereby consents to the recording of the above and foregoing Sixth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

78007626

78007627

78007628

0/8/7

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth, Fifth and Sixth Supplemental Declaration thereto, said Tract being as expanded by said Sixth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65457, as modified by Modification Agreement dated November 6, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 18th day of November, 1976 as Instrument No. 76-70028, given to secure an indebtedness in the principal sum of \$2,924,500.00.

Assignment of Lessors Interest in Lease dated October 15, 1975 and recorded November 21, 1975 in the Office of the Recorder of Marion County, Indiana as Instrument No. 75-65458, as modified by the aforementioned Modification Agreement recorded as Instrument No. 75-65460, as further modified by Modification Agreement dated the 12th day of October, 1976 and recorded in the aforesaid Recorder's Office on the 14th day of October, 1976 as Instrument No. 76-62644, and as further modified by Modification Agreement dated the 12th day of November, 1976 and recorded in the aforesaid Recorder's Office on the 18th day of November, 1976 as Instrument No. 76-70028, given as additional security for said indebtedness of \$2,924,500.00;

hereby consents to the recording of the above and foregoing Sixth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

78007626

78007627

78007628

Regime, and the submission of Phase II, Section 1; Phase II, Section 3; Phase III, Section 4, as defined in said Sixth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Sixth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 6th day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. Johnson V. P.

Attest: Carter B. Thars
Notary

State of Indiana)
) ss:
County of Marion)

Before me, a Notary Public in and for said county and state, personally appeared J. Johnson and Carter B. Thars, by me known and known by me to be the Vice President and Secretary, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 6th day of February, 1978.

Genevieve M. Cutscher
Notary Public Genevieve M. Cutscher
Resident of Marion County, Indiana

My Commission expires:

August 31, 1980

This instrument prepared by Joseph F. Quill, attorney at law.

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth, Fifth and Sixth Supplemental Declaration thereto, said Tract being as expanded by said Sixth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70029, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, as further modified by Modification Agreement dated September 16, 1977 and recorded September 20, 1977 in the aforesaid Recorder's Office as Instrument No. 77-0061600, given to secure an indebtedness in the principal sum of \$2,505,000.00.

Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, as further modified by Modification Agreement dated September 16, 1977 and recorded September 20, 1977 in the aforesaid Recorder's Office as Instrument No. 77-0061600, given as additional security for said indebtedness of \$2,505,000.00;

hereby consents to the recording of the above and foregoing Sixth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

78007626
78007627

78007628

CHICAGO TITLE

CONSENT OF MORTGAGEE

The undersigned, American Fletcher Mortgage Company, Inc., being the holder of (1) a mortgage on the Tract, as defined in the Declaration of Horizontal Property Ownership, Windridge Horizontal Property Regime, as amended, and the First, Second, Third, Fourth, Fifth and Sixth Supplemental Declaration thereto, said Tract being as expanded by said Sixth Supplemental Declaration, and (2) as assignment of certain lease rights; which mortgage and assignment of lease rights are as follows:

Mortgage from Robert V. Welch, an adult individual, to American Fletcher Mortgage Company, Inc., an Indiana corporation, dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana, as Instrument No. 76-70029, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, as further modified by Modification Agreement dated September 16, 1977 and recorded September 20, 1977 in the aforesaid Recorder's Office as Instrument No. 77-0061600, given to secure an indebtedness in the principal sum of \$2,505,000.00.

Assignment of Lessor's Interest in Lease dated November 12, 1976, and recorded November 16, 1976 in the Office of the Recorder of Marion County, Indiana as Instrument No. 76-70030, as modified by Modification Agreement dated May 11, 1977 and recorded May 17, 1977 in the aforesaid Recorder's Office as Instrument No. 77-27785, as further modified by Modification Agreement dated September 16, 1977 and recorded September 20, 1977 in the aforesaid Recorder's Office as Instrument No. 77-0061600, given as additional security for said indebtedness of \$2,505,000.00.

hereby consents to the recording of the above and foregoing Sixth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

78007626
78007627

78007628

CHICAGO TITLE

150/84

Regime, and the submission of Phase II, Section 1; Phase II, Section 3; Phase III, Section 4, as defined in said Sixth Supplemental Declaration, and further agrees that its mortgage with respect to the Tract, as further expanded by said Sixth Supplemental Declaration, and the assignment of lease rights, shall be subject to the provisions of said Act and the above and foregoing Declaration, the Code of By-Laws attached thereto and the documents incorporated therein; provided, however, except and to the extent that the mortgage and assignment of lease rights are modified by this Consent, such mortgage and assignment of lease rights shall remain in full force and effect, unaltered, and enforceable in accordance with their terms.

Executed this 6th day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: [Signature] V.P.

Attest: [Signature]

State of Indiana)
County of Marion) ss:

Before me, a Notary Public in and for said county and state, personally appeared [Signature] and [Signature] by me known and known by me to be the Vice President and Secretary, respectively, of American Fletcher Mortgage Company, Inc., who acknowledged the execution of the above and foregoing Consent of Mortgagee for and on behalf of said American Fletcher Mortgage Company, Inc., and who, after being duly sworn, did say that they executed said Consent of Mortgagee with authority from the Board of Directors of said American Fletcher Mortgage Company, Inc.

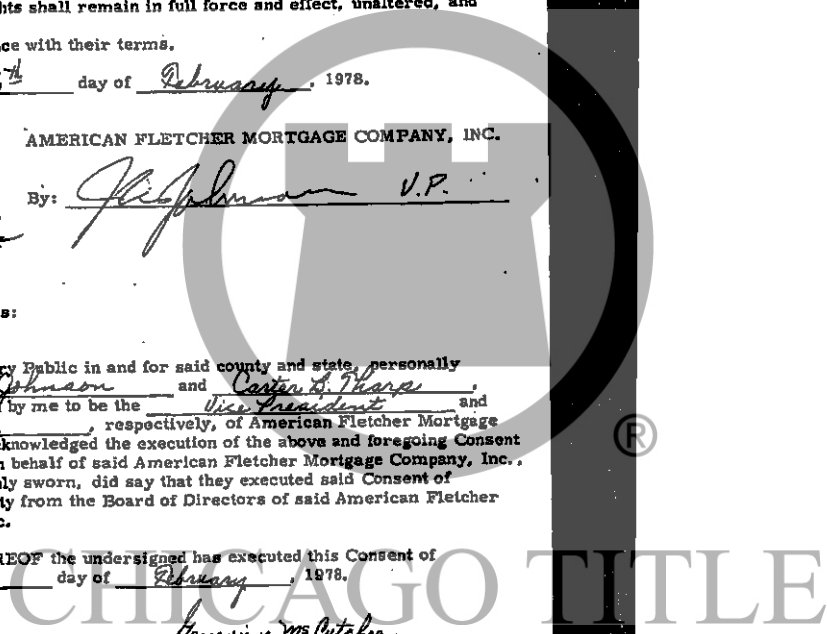
IN WITNESS WHEREOF the undersigned has executed this Consent of Mortgagee this 6th day of February, 1978.

My Commission expires: August 31, 1980

[Signature]
Notary Public Genevieve M. Catcher
Resident of Marion County, Indiana

This instrument prepared by Joseph F. Quill, attorney at law.

78007626
78007625
78007626



0/31