

CROSS REFERENCE

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CROSS REFERENCE

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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. 75-58011 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. 75-84356 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. 77-36587 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 28th 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.

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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.

2. **Declaration.** Declarant hereby expressly declares that said Phase II, Section 1; Phase III, Section 3; Phase III, 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 II, Section 1; Phase III, Section 3; Phase III, 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 January 18, 1978 for Phase II, Section 1; for Phase III, Section 3; and for Phase III, Section 4, have been filed in the Office of the Recorder of Marion County, Indiana, as of Feb 13 1978, as Instrument Nos. 78-060, 78-061, 78-062, and are incorporated herein by reference.

4. **Description of Dwelling Units.** There is one (1) Dwelling Unit in Phase II, Section 1, as shown on the Plans. The Dwelling Unit is identified and referred to in the Plans and this Declaration as Dwelling Unit number 121; there are three (3) Dwelling Units in Phase III, 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 158, number 160 and number 161; there are three (3) Dwelling Units in Phase III, 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 41, number 103 and number 104.

5. **Percentage Interest.** The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phases I and II, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2; and Phases I, II, III and IV of Section 3 and Phases I, II and III 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.

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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:

May 3, 1980

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

CHICAGO TITLE

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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 <sup>2</sup>	Formula Square Footage	Percentage Interest
<b>Phase I, Section 1</b>			
35	2,739.80	2,120	1.27
36	2,739.80	2,120	1.27
<b>Phase II, Section 1</b>			
121	2,603.00	2,051	1.23
<b>Phase I, Section 2</b>			
52	2,078.00	1,789	1.07
53	2,395.39	1,948	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	2,278.01	1,868	1.13
58	2,950.59	2,225	1.33
59	2,895.46	2,198	1.32
60	2,086.44	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
<b>Phase II, Section 2</b>			
61	2,138.42	1,819	1.09
62	2,131.52	1,816	1.09
63	2,667.85	2,083	1.25
64	2,323.61	1,912	1.14
<b>Phase III, Section 2</b>			
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	2,467.14	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

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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
<b>Phase IV, Section 2</b>			
70	3,197.53	2,349	1.41
71	3,003.43	2,252	1.35
72	3,787.70	2,644	1.58
73	2,006.17	2,248	1.15
74	2,213.73	1,857	1.11
75	3,173.18	2,337	1.40
<b>Phase V, Section 2</b>			
48	2,323.84	1,812	1.13
49	2,043.29	1,772	1.05
50	2,290.52	1,900	1.14
51	2,411.54	1,956	1.17
<b>Phase VI, Section 2</b>			
14	2,531.28	2,016	1.21
15	1,855.98	1,642	.89
16	1,900.03	1,675	1.00
<b>Phase VII, Section 2</b>			
251	1,773.97	1,580	.85
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	1,773.97	1,580	.85
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
<b>Phase VIII, Section 2</b>			
42	2,338.09	1,919	1.15
43	3,062.06	2,281	1.17
44	3,592.18	2,546	1.33
45	3,093.70	2,297	1.19
46	2,674.00	2,087	1.13
47	2,442.16	1,971	1.18
<b>Phase I, Section 3</b>			
199	2,342.50	1,921	1.15



SCHEDULE I

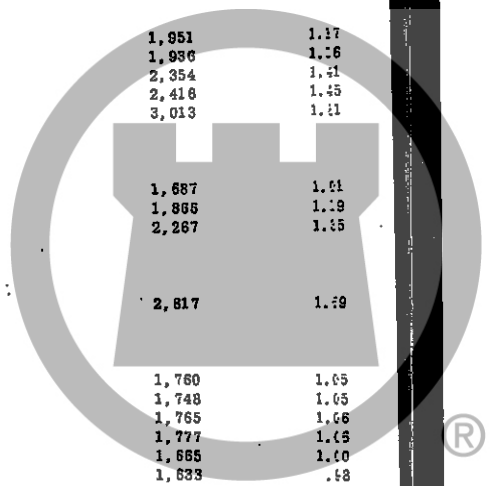
Unit Number	Area within the perimeter walls of the dwelling unit, including basement area and the garage and storage areas appurtenant to the dwelling unit*	Formula Square Footage	Percentage Interest
<b>Phase II, Section 3</b>			
151	2,401.84	1,951	1.17
152	2,371.30	1,936	1.16
153	3,207.00	2,354	1.41
154	3,331.70	2,418	1.45
155	4,525.57	3,013	1.41
<b>Phase III, Section 3</b>			
159	1,916.00	1,687	1.41
160	2,231.00	1,868	1.19
161	3,034.00	2,267	1.45
<b>Phase IV, Section 3</b>			
197	4,133.00	2,817	1.49
<b>Phase I, Section 4</b>			
37	2,019.00	1,760	1.65
38	1,997.00	1,748	1.65
39	2,030.00	1,765	1.66
40	2,053.00	1,777	1.65
100	1,886.00	1,665	1.60
101	1,844.00	1,633	.68
102	1,938.00	1,704	1.62
<b>Phase II, Section 4</b>			
240	1,849.00	1,637	.68
241	1,833.00	1,625	.67
242	1,854.00	1,641	.68
82	2,446.00	1,873	1.18
83	2,438.00	1,869	1.13
84	2,966.00	2,233	1.14
85	1,888.00	1,665	1.10
86	2,472.00	1,886	1.19
198	1,802.00	1,677	1.10
<b>Phase III, Section 4</b>			
41	3,056.00	2,278	1.17
103	1,484.00	1,363	.12
104	1,484.00	1,363	.12
<b>TOTALS</b>		<b>166,787</b>	<b>100.10</b>

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

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CHICAGO TITLE

EXHIBIT "1"

WINDRIDGE PHASE II, SECTION I

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 90.782 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°45'56" 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 52°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 0.969 Acres, more or less. Subject, however, to all legal highways, rights-of-way and easements.

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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.

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EXHIBIT "3"

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°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°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°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°47'40" East and a length of 69.082 feet); thence North 14°43'03" East tangent to the last described curve a distance of 52.80 feet; thence North 86°39'14" West a distance of 135.87 feet; thence South 03°20'46" West a distance of 156.00 feet; thence South 86°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°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°43'45" East and a length of 25.034 feet); thence South 16°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°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°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 05°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°27'38" West and a length of 83.457 feet); thence North 78°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°00'00" East a distance of 63.98 feet; thence North 16°59'57" East a distance of 18.13 feet; continuing thence North 16°59'57" East a distance of 295.51 feet; thence South 68°41'31" East a distance of 290.42 feet; thence South 01°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.

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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) 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. 75-85466, 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. 75-85469, 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. 76-82645, 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. 75-85467, 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. 76-82645, 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

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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 6<sup>th</sup> day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson V.P.

Attest: C. E. Johnson

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 Carter W. Hays 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 6<sup>th</sup> day of February, 1978.

Katherine M. Cutcheon  
Notary Public Katherine M. Cutcheon  
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 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 8, 1975 and recorded November 21, 1975, in the Office of the Recorder of Marion County, Indiana, 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 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 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 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 Sixth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

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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 6<sup>th</sup> day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. Johnson V.P.

Attest: Carter B. Hays

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. Hays, 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 6<sup>th</sup> day of February, 1978.

Genevieve M. Catehon  
Notary Public Genevieve M. Catehon  
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. 76-70028, 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. 77-0081600, 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

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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 6<sup>th</sup> day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. Johnson 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 J. Johnson and Carter D. Thayer, by me known and known by me to be the Secretary 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 6<sup>th</sup> day of February, 1978.

My Commission expires:  
August 1, 1980

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

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



CROSS REFERENCE

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CROSS REFERENCE

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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. 75-53011 on the 9th day of October, 1975 and the three amendments thereto duly recorded with the said Recorder under Instrument No. 75-61731 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; 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,

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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.

2. Declaration. Declarant hereby expressly declares that said Phase II, Section 1; Phase III, Section 3; Phase III, Section 4; and all apartment encasements, 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 II, Section 1; Phase III, Section 3; Phase III, 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 January 16, 1978 for Phase II, Section 1; for Phase III, Section 3; and for Phase III, Section 4, have been filed in the Office of the Recorder of Marion County, Indiana, as of Feb 13 1978, as Instrument Nos. 78-07627, 78-07628, and are incorporated herein by reference.

4. Description of Dwelling Units. There is one (1) Dwelling Unit in Phase II, Section 1, as shown on the Plans. The Dwelling Unit is identified and referred to in the Plans and this Declaration as Dwelling Unit number 121; there are three (3) Dwelling Units in Phase III, 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 159, number 160 and number 161; there are three (3) Dwelling Units in Phase III, 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 11, number 103 and number 104.

5. Percentage Interest. The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phases I and II, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2; and Phases I, II, III and IV of Section 3 and Phases I, II, and III 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.

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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 L.

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 L.
- (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 L.
- (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 or 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 original covenants 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:

May 2, 1980

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

CHICAGO TITLE

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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	2,730.80	2,120	1.27
36	2,730.80	2,120	1.27
Phase II, Section 1			
121	2,605.71	2,051	1.23
Phase I, Section 2			
52	2,078.00	1,789	1.07
53	2,795.39	1,948	1.17
54	1,928.85	1,742	1.04
55	1,987.30	1,741	1.04
56	2,759.21	2,130	1.28
57	2,278.61	1,888	1.13
58	2,950.59	2,325	1.33
59	2,895.46	2,198	1.32
60	2,086.44	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	2,133.42	1,819	1.09
62	2,121.52	1,816	1.09
63	2,667.55	2,083	1.25
64	2,323.61	1,912	1.14
Phase III, Section 2			
1	2,326.39	1,912	1.14
2	2,154.56	1,877	1.08
3	2,186.48	1,843	1.10
59	2,467.14	1,994	1.18
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	2,141.93	1,824	1.09

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
<b>Phase IV, Section 2</b>			
70	3,197.53	1,349	1.41
71	1,003.43	2,252	1.35
72	3,787.70	2,644	1.59
73	2,996.17	2,243	1.35
74	2,213.73	1,857	1.31
75	3,173.18	2,337	1.49
<b>Phase V, Section 2</b>			
48	2,323.34	1,912	1.15
49	2,043.29	1,772	1.16
50	2,299.52	1,900	1.14
51	2,411.54	1,956	1.17
<b>Phase VI, Section 2</b>			
14	2,531.28	2,016	1.21
15	1,955.98	1,642	.93
16	1,900.02	1,675	1.00
<b>Phase VII, Section 2</b>			
251	1,773.97	1,580	.88
252	1,730.77	1,548	.88
253	1,730.77	1,548	.88
254	1,730.77	1,548	.88
255	1,730.77	1,548	.88
256	1,773.97	1,580	.88
257	1,730.77	1,548	.88
258	1,730.77	1,548	.88
259	1,730.77	1,548	.88
260	1,730.77	1,548	.88
<b>Phase VIII, Section 2</b>			
42	2,338.09	1,919	1.15
43	3,062.06	2,281	1.37
44	3,592.16	2,546	1.53
45	3,093.70	2,297	1.38
46	1,674.00	2,067	1.15
47	2,442.16	1,971	1.13
<b>Phase I, Section 3</b>			
199	2,342.50	1,421	1.15

CHICAGO TITLE

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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 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 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. 75-65450, 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 Sixth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

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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 6<sup>th</sup> day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. Johnson V.P.

Attest: Carter B. Thargis  
clerk

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. Thargis 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 6<sup>th</sup> day of February, 1978.

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

My Commission expires: August 1980

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

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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) 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 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

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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 6<sup>th</sup> day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. Johnson V.P.

Attest: Carter B. Tharp

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. Tharp 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 6<sup>th</sup> day of February, 1978.

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

My Commission expires:

August 31, 1980

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

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**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
<b>Phase II, Section 3</b>			
151	2,401.84	1,951	
152	2,371.39	1,836	
153	3,207.00	2,354	
154	3,331.70	2,415	
155	4,525.57	3,023	
<b>Phase III, Section 3</b>			
159	1,916.00	1,647	
160	2,231.00	1,886	
161	3,034.00	2,267	
<b>Phase IV, Section 3</b>			
197	4,133.00	2,837	1.78
<b>Phase I, Section 4</b>			
37	2,019.00	1,780	
38	1,997.00	1,740	
39	2,020.00	1,765	
40	2,033.00	1,777	
100	1,886.00	1,695	1.10
101	1,844.00	1,635	
102	1,938.00	1,704	
<b>Phase II, Section 4</b>			
240	1,849.00	1,737	
241	1,833.00	1,648	
242	1,854.00	1,641	
82	2,445.00	1,973	
83	2,438.00	1,959	
84	2,965.00	2,233	
85	1,886.00	1,665	
86	2,472.00	1,986	
106	1,902.00	1,673	
<b>Phase III, Section 4</b>			
41	3,056.00	2,278	
103	1,484.00	1,368	
104	1,404.00	1,263	
<b>TOTALS</b>		<b>156,787.00</b>	<b>110.00</b>

\*Square Footage certified by Mid-States Engineering, Indianapolis, Ind.

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## 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  $26^{\circ}00'09''$  and a radius of 554.045 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  $86^{\circ}36'13''$  East and a length of 249.289 feet); thence South  $73^{\circ}56'09''$  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  $13^{\circ}29'13''$  and a radius of 383.114 feet; thence Southwesterly around said curve an arc distance of 90.182 feet (said arc being subtended by a chord having a bearing of South  $80^{\circ}40'45''$  East and a length of 89.974 feet); thence South  $02^{\circ}34'38''$  West a distance of 7.50 feet to the point of curvature of a curve concave Northerly having a central angle of  $04^{\circ}09'43''$  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  $89^{\circ}30'13''$  East and a length of 28.367 feet); thence South  $03^{\circ}01'32''$  West a distance of 149.44 feet to a point on the south line of the Northwest Quarter of Section 10-15-4; said point is South  $89^{\circ}06'13''$  East and a distance of 1671.76 feet from the southwest corner of said quarter section; thence South  $89^{\circ}06'13''$  East along the south line thereof a distance of 85.40 feet; thence North  $03^{\circ}01'32''$  East a distance of 126.19 feet; thence North  $12^{\circ}53'17''$  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  $13^{\circ}42'14''$  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 53.427 feet (said arc being subtended by a chord having a bearing of North  $70^{\circ}15'36''$  East and a length of 93.204 feet); thence North  $26^{\circ}35'32''$  West a distance of 7.50 feet to a point of curvature of a curve concave Northwesterly having a central angle of  $22^{\circ}45'55''$  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  $52^{\circ}01'31''$  East and a length of 151.223 feet); thence North  $49^{\circ}21'25''$  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  $22^{\circ}45'55''$  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  $52^{\circ}01'30''$  West and a length of 141.355 feet); thence North  $26^{\circ}35'32''$  West a distance of 7.50 feet to a point of curvature of a curve concave Northerly having a central angle of  $18^{\circ}37'00''$  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  $72^{\circ}42'58''$  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  $10^{\circ}53'10''$  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  $87^{\circ}18'03''$  West and a length of 64.485 feet); thence South  $02^{\circ}34'38''$  West a distance of 7.50 feet to a point of curvature of a curve concave Northeasterly having a central angle of  $13^{\circ}29'13''$  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  $80^{\circ}40'44''$  West and a length of 84.103 feet); thence North  $73^{\circ}56'09''$  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  $26^{\circ}00'09''$  and a radius of 579.045 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  $86^{\circ}56'13''$  West and a length of 260.538 feet) to the easterly corner of the aforementioned Windridge, Phase II, Section 4; thence South  $09^{\circ}56'17''$  East along the easterly line of said Windridge, Phase II a distance of 25.00 feet to the point of beginning; containing in all 0.969 Acres, more or less. Subject, however, to all legal highways, rights-of-way and easements.

EXHIBIT "2"

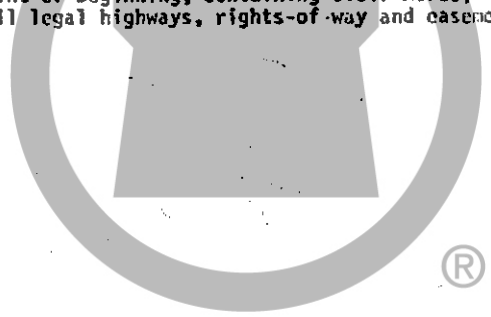
WINDRIDGE

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. 77-55513; said point also being on the northerly line of Windridge Drive; thence South  $70^{\circ}30'17''$  East along said northerly line a distance of 22.85 feet; thence South  $15^{\circ}30'34''$  West 51.39 feet; thence South  $10^{\circ}52'30''$  West 230.40 feet; thence North  $78^{\circ}31'02''$  West 127.13 feet; thence South  $71^{\circ}28'58''$  West 18.66 feet; thence North  $10^{\circ}52'30''$  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  $71^{\circ}15'37''$  East a distance of 16.73 feet to the point of curvature of a curve concave Northerly having a central angle of  $49^{\circ}11'48''$  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  $84^{\circ}08'33''$  East and a length of 81.07 feet); thence North  $59^{\circ}32'44''$  East a distance of 20.86 feet; thence South  $70^{\circ}30'17''$  East a distance of 15.81 feet to a point on the easterly line of the aforementioned Windridge, Phase II, Section 3; thence North  $19^{\circ}29'43''$  East along said easterly line a distance of 70.00 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

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EXHIBIT "3"

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 #77-79193; 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 70.035 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 156.00 feet; thence South  $66^{\circ}39'14''$  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 Northerly 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 25.024 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 91.430 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  $88^{\circ}41'31''$  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 1.693 Acres. Subject, however, to all legal highways, rights-of-way and easements.

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. 75-65469, 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 Sixth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

75-65466

76-62645

77-27784

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 6<sup>th</sup> day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson VP

Attest: Carter R. Thorne

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 Carter R. Thorne, 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 6<sup>th</sup> day of February, 1978.

Lawrence M. Hutchison  
Notary Public (Commission # 111111)  
Residence: Marion County, Indiana

My Commission expires:

August 31, 1980

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

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CROSS REFERENCE

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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. 75-58011 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. 75-64358 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. 76-45989, 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. 77-55787, 77-55813, 77-55862, 77-55868 and 77-55872 on the 28th 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.

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CHICAGO TITLE

830784

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.

2. **Declaration.** Declarant hereby expressly declares that said Phase II, Section 1; Phase III, Section 3; Phase III, 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 II, Section 1; Phase III, Section 3; Phase III, 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 January 16, 1978 for Phase II, Section 1; for Phase III, Section 3; and for Phase III, Section 4, have been filed in the Office of the Recorder of Marion County, Indiana, as of Feb 13 1978, as Instrument Nos. 78-0000, 78-0001, 78-0002, and are incorporated herein by reference.

4. **Description of Dwelling Units.** There is one (1) Dwelling Unit in Phase II, Section 1, as shown on the Plans. The Dwelling Unit is identified and referred to in the Plans and this Declaration as Dwelling Unit number 121; there are three (3) Dwelling Units in Phase III, 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 159, number 160 and number 161; there are three (3) Dwelling Units in Phase III, 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 41, number 103 and number 104.

5. **Percentage Interest.** The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phases I and II, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2; and Phases I, II, III and IV of Section 3 and Phases I, II and III 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 mortgages, if any, an undivided interest in the Common Areas and Limited Areas corresponding to their respective Percentage Interest as set out on Schedule I.

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Page 2 of 10 pages

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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

CHICAGO TITLE

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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:

May 3, 1980

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

CHICAGO TITLE

Page 4 of 10 pages

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ACKNOWLEDGEMENT

County of Cook, Illinois

I, Notary Public in and for the State of Illinois, do hereby certify that Robert V. Welch, who is the husband of the said and foregoing, Sixth Suppliment to the Property Ownership of Windridge North and Property...

Witness my hand and Notarial Seal this...

My Commission expires:

May 3, 1980

This instrument prepared by...

1,819	1,800
1,816	1,799
2,083	1,725
1,812	1,722
1,813	1,721
1,827	1,709
1,843	1,710
1,984	1,715
1,808	1,714
1,822	1,708
1,827	1,708
2,031	1,723
1,824	1,706

CHICAGO TITLE

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CROSS REFERENCE

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CROSS REFERENCE

18-22

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. 75-58011 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. 75-64358 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. 77-36587 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, 77-55888 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 2, 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.

Page 1 of 10 pages

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MEMBER-HANSON CO.  
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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.

2. **Declaration.** Declarant hereby expressly declares that said Phase II, Section 1; Phase III, Section 3; Phase III, 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 II, Section 1; Phase III, Section 3; Phase III, 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 January 16, 1978 for Phase II, Section 1; for Phase III, Section 3; and for Phase III, Section 4, have been filed in the Office of the Recorder of Marion County, Indiana, as of Feb 13 1978, as Instrument Nos. 78-001, 78-002, 78-003, and are incorporated herein by reference.

4. **Description of Dwelling Units.** There is one (1) Dwelling Unit in Phase II, Section 1, as shown on the Plans. The Dwelling Unit is identified and referred to in the Plans and this Declaration as Dwelling Unit number 121; there are three (3) Dwelling Units in Phase III, 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 159, number 160 and number 161; there are three (3) Dwelling Units in Phase III, 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 41, number 103 and number 104.

5. **Percentage Interest.** The Percentage Interest of each Owner and Co-owner of the several Dwelling Units in Phases I and II, Section 1; and Phases I, II, III, IV, V, VI, VII, and VIII of Section 2; and Phases I, II, III and IV of Section 3 and Phases I, II and III 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.

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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 L.

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 L.
- (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 L.
- (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.

5. 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

CHICAGO TITLE

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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 30th day of January, 1978.

A large, faint circular notary seal is visible in the background, containing the text "J. F. Quill" and "Notary Public".  
*Joseph F. Quill*  
Notary Public.  
Resident of Marion County

My Commission expires:

May 3, 1980

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

CHICAGO TITLE

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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
<b>Phase I, Section 1</b>			
35	2,739.80	2,120	1.27
36	2,739.80	2,120	1.27
<b>Phase II, Section 1</b>			
121	2,603.00	2,051	1.23
<b>Phase I, Section 2</b>			
52	2,078.00	1,789	1.07
53	2,395.39	1,948	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	2,198	1.32
60	2,086.44	1,793	1.07
65	2,321.73	1,811	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
<b>Phase II, Section 2</b>			
61	2,138.42	1,819	1.09
62	2,131.52	1,816	1.09
63	2,667.55	2,083	1.25
64	2,323.61	1,912	1.14
<b>Phase III, Section 2</b>			
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	2,467.14	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	1.23
13	2,147.93	1,824	1.09

CHICAGO TITLE

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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
<b>Phase IV, Section 2</b>			
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	2,096.17	2,248	1.55
74	2,213.73	1,857	1.11
75	3,173.18	2,337	1.40
<b>Phase V, Section 2</b>			
48	2,323.84	1,812	1.16
49	2,043.29	1,772	1.06
50	2,289.52	1,900	1.14
51	2,411.64	1,956	1.17
<b>Phase VI, Section 2</b>			
14	2,531.28	2,018	1.21
15	1,855.98	1,642	.98
16	1,900.03	1,675	1.00
<b>Phase VII, Section 2</b>			
251	1,773.97	1,580	.95
252	1,730.77	1,548	.93
253	1,730.77	1,548	.93
254	1,730.77	1,548	.93
255	1,730.77	1,548	.93
256	1,773.97	1,580	.95
257	1,730.77	1,548	.93
258	1,730.77	1,548	.93
259	1,730.77	1,548	.93
260	1,730.77	1,548	.93
<b>Phase VIII, Section 2</b>			
42	2,338.09	1,919	1.15
43	3,062.06	2,281	1.17
44	3,592.16	2,546	1.29
45	3,093.70	2,297	1.19
46	2,674.00	2,087	1.15
47	2,442.16	1,871	1.18
<b>Phase I, Section 3</b>			
189	2,342.50	1,821	1.15

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
<b>Phase II, Section 3</b>			
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	1.45
155	4,325.57	3,013	1.21
<b>Phase III, Section 3</b>			
159	1,916.00	1,687	1.41
160	2,231.00	1,866	1.19
161	3,034.00	2,267	1.55
<b>Phase IV, Section 3</b>			
197	4,133.00	2,817	1.49
<b>Phase I, Section 4</b>			
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	1.06
100	1,886.00	1,665	1.10
101	1,844.00	1,633	.68
102	1,938.00	1,704	1.02
<b>Phase II, Section 4</b>			
240	1,849.00	1,637	.68
241	1,838.00	1,625	.67
242	1,854.00	1,641	.68
82	2,446.00	1,973	1.18
83	2,438.00	1,969	1.18
84	2,965.00	2,233	1.34
85	1,886.00	1,665	1.10
86	2,472.00	1,986	1.19
188	1,902.00	1,677	1.10
<b>Phase III, Section 4</b>			
41	3,056.00	2,278	1.17
103	1,484.00	1,363	.62
104	1,484.00	1,363	.62
<b>TOTALS</b>		<b>166,787</b>	<b>100.00</b>

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

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EXHIBIT "1"

WINDRIDGE PHASE II, SECTION 1

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°05'13" 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 52°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 85°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 0.969 Acres, more or less. Subject, however, to all legal highways, rights-of-way and easements.

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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  $70^{\circ}30'17''$  East along said northerly line a distance of 22.85 feet; thence South  $19^{\circ}30'34''$  West 51.39 feet; thence South  $10^{\circ}52'30''$  West 230.40 feet; thence North  $78^{\circ}31'02''$  West 127.13 feet; thence South  $71^{\circ}28'58''$  West 18.56 feet; thence North  $10^{\circ}52'30''$  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  $71^{\circ}15'37''$  East a distance of 16.73 feet to the point of curvature of a curve concave Northerly having a central angle of  $49^{\circ}11'38''$  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  $84^{\circ}08'33''$  East and a length of 81.07 feet); thence North  $59^{\circ}32'44''$  East a distance of 20.86 feet; thence South  $70^{\circ}30'17''$  East a distance of 15.81 feet to a point on the easterly line of the aforementioned Windridge, Phase II, Section 3; thence North  $19^{\circ}29'43''$  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.

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EXHIBIT "3"

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 777-79153; 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  $85^{\circ}39'14''$  West a distance of 135.87 feet; thence South  $03^{\circ}20'46''$  West a distance of 156.00 feet; thence South  $85^{\circ}39'14''$  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 777-55797; 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 777-55872; 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.

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. 75-85466, 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. 75-85469, 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. 76-82645, 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. 75-85467, 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. 76-82645, 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

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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 6<sup>th</sup> day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. E. Johnson VP

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 Conter W. Harve, 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 6<sup>th</sup> day of February, 1978.

Genevieve M. Cutchman  
Notary Public Genevieve M. Cutchman  
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 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 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 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 Sixth Supplemental Declaration of Horizontal Property Ownership, Windridge Horizontal Property

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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 6<sup>th</sup> day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. Johnson V.P.

Attest: Carter B. Thayer  
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. Thayer; 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 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 6<sup>th</sup> day of February, 1978.

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

My Commission expires:  
August 31, 1980

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

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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 18, 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 18, 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

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... 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 6<sup>th</sup> day of February, 1978.

AMERICAN FLETCHER MORTGAGE COMPANY, INC.

By: J. G. Johnson 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. G. Johnson and Carlton B. Thayer  
by me known and known by me to be the Vice Presidents 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 6<sup>th</sup> day of February, 1978.

My Commission expires:  
August 31, 1980

Katherine M. Cutcherson  
Notary Public Katherine M. Cutcherson  
Resident of Marion County, Indiana

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

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